



CITY OF SEATTLE

City Council

Agenda - Revised

Monday, August 9, 2021

2:00 PM

**Remote Meeting. Call 253-215-8782; Meeting ID: 586 416 9164; or
Seattle Channel online.**

M. Lorena González, President

Lisa Herbold, Member

Debora Juarez, Member

Andrew J. Lewis, Member

Tammy J. Morales, Member

Teresa Mosqueda, Member

Alex Pedersen, Member

Kshama Sawant, Member

Dan Strauss, Member

Chair Info: 206-684-8809; Lorena.González@seattle.gov

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206-684-8888 (TTY Relay 7-1-1), email CouncilAgenda@Seattle.gov, or visit
<http://seattle.gov/cityclerk/accommodations>.**



CITY OF SEATTLE

City Council Agenda - Revised

August 9, 2021 - 2:00 PM

Meeting Location:

Remote Meeting. Call 253-215-8782; Meeting ID: 586 416 9164; or Seattle Channel online.

Committee Website:

<http://www.seattle.gov/council>

In-person attendance is currently prohibited per Washington State Governor's Proclamation 20-28.15, until the COVID-19 State of Emergency is terminated or Proclamation 20-28 is rescinded by the Governor or State legislature. Meeting participation is limited to access by telephone conference line and online by the Seattle Channel.

Register online to speak during the Public Comment period at the 2:00 p.m. City Council meeting at

<http://www.seattle.gov/council/committees/public-comment>.

Online registration to speak at the City Council meeting will begin two hours before the 2:00 p.m. meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

Submit written comments to all Councilmembers at Council@seattle.gov

Sign-up to provide Public Comment at the meeting at

<http://www.seattle.gov/council/committees/public-comment>

Watch live streaming video of the meeting at

<http://www.seattle.gov/council/watch-council-live>

Listen to the meeting by calling the Council Chamber Listen Line at 253-215-8782 Meeting ID: 586 416 9164

One Tap Mobile No. US: +12532158782,,5864169164#

A. CALL TO ORDER

B. ROLL CALL

C. PRESENTATIONS

D. APPROVAL OF THE JOURNAL[Min 344](#)

August 2, 2021

Attachments: [Minutes](#)**E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR**

Introduction and referral to Council committees of Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF) for committee recommendation.

[IRC 315](#)

August 9, 2021

Attachments: [Introduction and Referral Calendar](#)**F. APPROVAL OF THE AGENDA****G. PUBLIC COMMENT**

Members of the public may sign up to address the Council for up to 2 minutes on matters on this agenda; total time allotted to public comment at this meeting is 20 minutes.

Register online to speak during the Public Comment period at the 2:00 p.m. City Council meeting at
<http://www.seattle.gov/council/committees/public-comment>.

Online registration to speak at the City Council meeting will begin two hours before the 2:00 p.m. meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

H. PAYMENT OF BILLS

These are the only Bills which the City Charter allows to be introduced and passed at the same meeting.

[CB 120152](#)

AN ORDINANCE appropriating money to pay certain audited claims for the week of July 26, 2021 through July 30, 2021 and ordering the payment thereof.

I. COMMITTEE REPORTS

Discussion and vote on Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF).

CITY COUNCIL:

1. [CB 120151](#) AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of the Department of Finance and Administrative Services or the Director's designee to negotiate and execute a real property lease with the Central Puget Sound Regional Transit Authority for vacant land at 1000 NE 45th Street, Seattle, WA; and ratifying and confirming certain prior acts.

Attachments: [Att 1 - Lease Agreement between Sound Transit and City of Seattle](#)

Supporting Documents: [Summary and Fiscal Note](#)

2. [CB 120119](#) AN ORDINANCE relating to employment in Seattle; amending Sections 100.025 and Section 5 of Ordinance 126274 to establish a new date for ending hazard pay requirements and automatically repealing the ordinance.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 3 - Mosqueda, González , Lewis

Opposed: None

Abstain: 1 - Herbold

Supporting Documents: [Summary and Fiscal Note](#)

FINANCE AND HOUSING COMMITTEE:

3. [CB 120150](#) AN ORDINANCE related to the City's response to the COVID-19 crisis; amending Ordinance 126237, which adopted the 2021 Budget, including the 2021-2026 Capital Improvement Program (CIP); accepting funding from non-City sources; changing appropriations to various departments and budget control levels, and from various funds in the 2021 Budget; revising project allocations for certain projects in the 2021-2026 CIP; imposing provisos; and ratifying and confirming certain prior acts.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Mosqueda, Herbold, Lewis, Morales

Opposed: None

**Supporting
Documents:**

[Summary and Fiscal Note](#)

4. [CB 120131](#) AN ORDINANCE amending Ordinance 126237, which adopted the 2021 Budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; lifting provisos; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

The Committee recommends that City Council pass as amended the Council Bill (CB).

In Favor: 4 - Mosqueda, Herbold, Lewis, Morales

Opposed: None

**Supporting
Documents:**

[Amendment A](#)

[Summary and Fiscal Note](#)

[Summary Att A – Equitable Communities Initiative Task
Force Recommendations](#)

5. [CB 120147](#) AN ORDINANCE relating to the financing of the General Fund; authorizing interfund loans up to a total amount of \$205,000,000 from multiple City Funds to the General Fund as bridge financing to be repaid from future tax proceeds and other anticipated revenues; and ratifying and confirming certain prior acts.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Mosqueda, Herbold, Lewis, Morales

Opposed: None

Supporting

Documents:

[Summary and Fiscal Note](#)

PUBLIC ASSETS AND NATIVE COMMUNITIES COMMITTEE:

6. [CB 120139](#) AN ORDINANCE granting Seattle Arena Company, LLC a permit to construct, maintain, and operate a tunnel under and across Thomas Street, east of 1st Avenue North and west of Warren Avenue North, and install permanently tensioned tie-backs in portions of Thomas Street, east of 1st Avenue North and west of 2nd Avenue North, for the life of the Climate Pledge Arena building lease; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 5 - Juarez, Pedersen, Herbold, Mosqueda, Sawant

Opposed: None

Supporting

Documents:

[Summary and Fiscal Note](#)

[Summary Att A - Climate Pledge Arena Tunnel and Tie-Backs Area Map](#)

7. [CB 120140](#) AN ORDINANCE relating to Seattle Parks and Recreation (SPR); authorizing the acquisition of real property commonly known as 3638 34th Avenue South; authorizing acceptance of a recording of the deed for open space, park, and recreation purposes; and ratifying and confirming certain prior acts.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 5 - Juarez, Pedersen, Herbold, Mosqueda, Sawant

Opposed: None

Attachments: [Att 1 – Purchase and Sale Agreement](#)
[Att 2 - Deed Acceptance Certificate](#)

Supporting Documents: [Summary and Fiscal Note](#)
[Summary Ex A - Site Map](#)

8. [CB 120141](#) AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the acquisition of real property commonly known as 1024 South Elmgrove Street; authorizing acceptance of a recording of the deed for open space, park, and recreation purposes; and ratifying and confirming certain prior acts.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 5 - Juarez, Pedersen, Herbold, Mosqueda, Sawant

Opposed: None

Attachments: [Att 1 – Purchase and Sale Agreement](#)
[Att 2 – First Amendment to Purchase and Sale Agreement](#)
[Att 3 - Deed Acceptance Certificate](#)

Supporting Documents: [Summary and Fiscal Note](#)
[Summary Ex A - Duwamish Waterway Park Addition](#)
[Summary Ex B - Fifth Amendment to PSA](#)

TRANSPORTATION AND UTILITIES COMMITTEE:

9. [CB 120145](#) AN ORDINANCE naming the pedestrian and bicycle bridge across Interstate 5, connecting N 100th St to 1st Ave NE, as the John Lewis Memorial Bridge.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Pedersen, Herbold, Morales, Juarez

Opposed: None

Supporting

Documents: [Summary and Fiscal Note](#)

10. [CB 120133](#) AN ORDINANCE granting Swedish Health Services permission to construct, maintain, and operate a pedestrian tunnel under and across Minor Avenue, south of Columbia Street and north of Cherry Street, for a 15-year term, renewable for one successive 15-year term; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Pedersen, Herbold, Morales, Juarez

Opposed: None

Supporting

Documents: [Summary and Fiscal Note](#)
 [Summary Att A – Swedish Minor Tunnel Area Map](#)
 [Summary Att B - Annual Fee Assessment Summary](#)

11. [CB 120134](#) AN ORDINANCE amending Ordinance 125142; granting Swedish Health Services permission to construct, maintain and operate a pedestrian skybridge over and across Minor Avenue, between Columbia Street and Cherry Street; and ratifying and confirming certain prior acts.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Pedersen, Herbold, Morales, Juarez

Opposed: None

Supporting

Documents: [Summary and Fiscal Note](#)
 [Summary Att A - Swedish Skybridge Annual Fee Assessment Summary](#)

12. [CF 314477](#) Request for an extension to the conditional approval of a petition of Swedish Health Services to vacate the alley in Block 95, Terry's Second Addition to the City of Seattle (CF 314304).

The Committee recommends that City Council approve as conditioned the Clerk File (CF).

In Favor: 4 - Pedersen, Herbold, Morales, Juarez

Opposed: None

Attachments: [Swedish Health Services Vacation Extension Request](#)
[Vacation Map](#)
[Unexecuted Council Conditions](#)

13. [CB 120135](#) AN ORDINANCE granting ARE-SEATTLE NO. 33, LLC a permit to construct, maintain, and operate below-grade private utility lines under and across Roy Street, west of 8th Avenue North, and Dexter Avenue North, north of Mercer Street, for a 15-year term, renewable for one successive 15-year term; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Pedersen, Herbold, Morales, Juarez

Opposed: None

Supporting Documents: [Summary and Fiscal Note](#)
[Summary Att A - ARE District Energy Area Map](#)
[Summary Att B - ARE District Energy Fee Assessment](#)

14. [CB 120136](#) AN ORDINANCE vacating the alley in Block 21, Heirs of Sarah A. Bell's Second Addition, bounded by Bell Street, 7th Avenue, Blanchard Street, and 8th Avenue, in South Lake Union; and accepting a Property Use and Development Agreement, on the petition of Acorn Development LLC (Clerk File 314278).
- The Committee recommends that City Council pass the Council Bill (CB).**
- In Favor: 4 - Pedersen, Herbold, Morales, Juarez**
- Opposed: None**

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

Supporting Documents: [Summary and Fiscal Note](#)
[Summary Att A - Block 21 Alley Vacation Map](#)

15. [CB 120137](#) AN ORDINANCE vacating the alley in Block 20, Heirs of Sarah A. Bell's Second Addition, bounded by 7th Avenue, Blanchard Street, 8th Avenue, and Lenora Street, in South Lake Union; and accepting a Property Use and Development Agreement, on the petition of Acorn Development LLC (Clerk File 312262).
- The Committee recommends that City Council pass the Council Bill (CB).**
- In Favor: 4 - Pedersen, Herbold, Morales, Juarez**
- Opposed: None**

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

Supporting Documents: [Summary and Fiscal Note](#)
[Summary Att A – Block 20 Alley Vacation Map](#)

16. [CB 120146](#) AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to the Beeson, Brecht, Chen, Crosson, Fresonke, Judd, Marsall, McElfresh (two properties), Metzler and De Llaguno, and Rasmussen properties in Skagit County, Washington, and the Ring Family Limited Partnership property in Snohomish County, all for salmonid habitat protection purposes; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purposes, and ratifying the grants of Deeds of Right to the State of Washington on the Beeson, Brecht, Chen, Fresonke, Judd, Marblemount LLC, McElfresh properties, and Rasmussen for salmon recovery and conservation purposes; placing said lands under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Pedersen, Herbold, Morales, Juarez

Opposed: None

Attachments: [Att 1 – Statutory Warranty Deed for Beeson](#)
[Att 2 – Deed of Right to Use Land for Salmon Recovery Purposes for Beeson](#)
[Att 3 – Statutory Warranty Deed for Brecht](#)
[Att 4 – Deed of Right to Use Land for Salmon Recovery Purposes for Brecht](#)
[Att 5 – Statutory Warranty Deed for Chen](#)
[Att 6 – Deed of Right to Use Land for Salmon Recovery Purposes for Chen](#)
[Att 7 – Statutory Warranty Deed for Crosson](#)
[Att 8 – Statutory Warranty Deed for Fresonke](#)
[Att 9 – Deed of Right to Use Land for Salmon Recovery Purposes for Fresonke](#)
[Att 10 – Statutory Warranty Deed for Judd](#)
[Att 11 – Deed of Right to Use Land for Salmon Recovery Purposes for Judd](#)
[Att 12 – Statutory Warranty Deed for Marsall](#)
[Att 13 – Statutory Warranty Deed for McElfresh](#)
[Att 14 – Deed of Right to Use Land for Salmon Recovery Purposes for McElfresh](#)
[Att 15 – Statutory Warranty Deed for McElfresh](#)
[Att 16 – Deed of Right to Use Land for Salmon Recovery Purposes for McElfresh](#)
[Att 17 – Statutory Warranty Deed for Marblemount](#)
[Att 18 – Deed of Right to Use Land for Salmon Recovery Purposes for Marblemount](#)
[Att 19 – Statutory Warranty Deed for Rasmussen](#)
[Att 20 – Deed of Right to Use Land for Salmon Recovery Purposes for Rasmussen](#)
[Att 21 – Statutory Warranty Deed for Ring](#)

Supporting Documents: [Summary and Fiscal Note](#)
[Summary Att 1 – Map of Properties](#)

17. [CF 314451](#) Petition of Seattle City Light to vacate a portion of Diagonal Avenue South, west of 4th Avenue South.

The Committee recommends that City Council grant as conditioned the Clerk File (CF).

In Favor: 4 - Pedersen, Herbold, Morales, Juarez

Opposed: None

Attachments: [Vacation Petition](#)
[Unexecuted Council Conditions](#)

J. ADOPTION OF OTHER RESOLUTIONS

18. [Res 32015](#) A RESOLUTION regarding the impact of Seattle's Urban Renewal program in displacing Black community members from the Central Area; supporting community demands to fund quality affordable social housing to prevent and reverse displacement; and urging the Office of Housing to fund the affordable housing project proposed by New Hope Community Development Institute.

Supporting Documents: [Summary and Fiscal Note](#)

19. [Res 32013](#) A RESOLUTION to initiate a 15th Avenue East Business Improvement Area.

Attachments: [Ex A – 15th Avenue East Business Improvement Area](#)

Supporting Documents: [Summary and Fiscal Note](#)

20. [Res 32014](#) A RESOLUTION of intention to establish a 15th Avenue East Business Improvement Area and fix a date and place for a hearing thereon.

Attachments: [Ex A – 15th Avenue East Business Improvement Area](#)

Supporting Documents: [Summary and Fiscal Note](#)

K. OTHER BUSINESS

L. ADJOURNMENT



Legislation Text

File #: Min 344, **Version:** 1

August 2, 2021

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Monday, August 2, 2021

2:00 PM

Remote Meeting. Call 253-215-8782; Meeting ID: 586 416 9164; or
Seattle Channel online.

City Council

M. Lorena González, President

Lisa Herbold, Member

Debora Juarez, Member

Andrew J. Lewis, Member

Tammy J. Morales, Member

Teresa Mosqueda, Member

Alex Pedersen, Member

Kshama Sawant, Member

Dan Strauss, Member

Chair Info: 206-684-8809; Lorena.González@seattle.gov

In-person attendance is currently prohibited per Washington State Governor's Proclamation 20-28.15, until the COVID-19 State of Emergency is terminated or Proclamation 20-28 is rescinded by the Governor or State legislature. Meeting participation is limited to access by telephone conference line and online by the Seattle Channel.

A. CALL TO ORDER

The City Council of The City of Seattle met remotely pursuant to Washington State Governor's Proclamation 20-28.15, and guidance provided by the Attorney General's Office, on August 2, 2021, pursuant to the provisions of the City Charter. The meeting was called to order at 2:03 p.m., with Council President González presiding.

B. ROLL CALL

The following Councilmembers were present and participating electronically:

Present: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

C. PRESENTATIONS

There were none.

D. APPROVAL OF THE JOURNAL

[Min 343](#)

July 26, 2021

Motion was made, duly seconded and carried, to adopt the proposed Minutes by the following vote, and the President signed the Minutes:

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR

[IRC 314](#)**August 2, 2021**ACTION 1:

Motion was made and duly seconded to adopt the proposed Introduction and Referral Calendar.

ACTION 2:

By unanimous consent, Council Rule III.A.5., relating to circulation of a Council Bill for introduction by 5:00 p.m. on the preceding business day, was suspended to allow consideration of an amendment to the proposed Introduction and Referral Calendar.

ACTION 3:

Motion was made by Councilmember Pedersen, duly seconded and carried, to amend the proposed Introduction and Referral Calendar by introducing Council Bill 120151, and by referring it to the City Council.

Council Bill 120151, AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of the Department of Finance and Administrative Services or the Director's designee to negotiate and execute a real property lease with the Central Puget Sound Regional Transit Authority for vacant land at 1000 NE 45th Street, Seattle, WA; and ratifying and confirming certain prior acts.

ACTION 4:

Motion was made and duly seconded to adopt the proposed Introduction and Referral Calendar as amended.

The Motion carried, and the Introduction & Referral Calendar (IRC) was adopted as amended by the following vote:

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

F. APPROVAL OF THE AGENDA

Motion was made, duly seconded and carried, to adopt the proposed Agenda.

G. PUBLIC COMMENT

By unanimous consent, the Council Rules were suspended to provide a 60 minute Public Comment period.

The following individuals addressed the Council:

Kate Rubin
Howard Gale
Jacob Schear
Jared Brown
Jeremy Voss
Jesse Duckworth
Danielle Holland
Jonah Silverstein
Zoe Burstyn
Rev. Robert Jeffrey
Jessica Scalzo
Alanna Libbrecht
Robyn Thompson
Dustin Wilsor
Rachel Wing
Larry Gossett
Rafema Jeffries
Sarah Bixler
Karissa Yamaguchi
Cassandra Oakes
Angeline Lau
Barbara Phinney
Addie Smith
The Rev. Angela Ying
Yaela Ettlinger
Guy Oron
Shelby Handler
Janet D WHITE
Curtis Riggins
Brione Scott
Ali Lee
Julian Scott
Velma Veloria
Ryan Gracey
Madeline Olson
Jay Norton
James Gracey
Jon Grant

Seth Emtage
Michael Ramos
Holly Krejci
Sameth Mell
Colin Lamb

H. PAYMENT OF BILLS

[CB 120143](#) **AN ORDINANCE appropriating money to pay certain audited claims for the week of July 19, 2021 through July 23, 2021 and ordering the payment thereof.**

Motion was made and duly seconded to pass Council Bill 120143.

The Motion carried, the Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB).

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

I. COMMITTEE REPORTS

CITY COUNCIL:

1. [CF 314480](#) **Report of the City Clerk on the Certificate of Sufficiency for Seattle City Charter Amendment No. 29, concerning action to address homelessness and keep areas clean of encampments.**

Motion was made and duly seconded to file Clerk File 314480.

The Motion carried, and the Clerk File (CF) was placed on file by the following vote:

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

2. [Res 32012](#) **A RESOLUTION regarding the voter-proposed City Charter Amendment 29 (Clerk File 321942); authorizing the City Clerk and the Executive Director of the Ethics and Elections Commission to take those actions necessary to enable the proposed amendment to appear on the November 2, 2021 ballot and in the local voters' pamphlet; requesting the King County Elections Director to place the proposed City Charter amendment on the November 2, 2021 ballot; and providing for publication of the amendment.**

Motion was made and duly seconded to adopt Resolution 32012

The Motion carried, and the Resolution (Res) was adopted by the following vote, and the President signed the Resolution (Res):

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

LAND USE AND NEIGHBORHOODS COMMITTEE:

3. [CB 120108](#) **AN ORDINANCE relating to redevelopment at the Yesler Terrace Master Planned Community; amending Section 23.75.160 of the Seattle Municipal Code; and replacing Exhibit C, Tree Protection Plan, of Ordinance 123962.**

The Committee recommends that City Council pass as amended the Council Bill (CB).

In Favor: 5 - Strauss, Mosqueda, Juarez, Lewis, Pedersen

Opposed: None

The Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB).

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

4. [Res 32010](#) A RESOLUTION identifying proposed Comprehensive Plan amendments to be considered for possible adoption in 2022 and requesting that the Office of Planning and Community Development and the Seattle Planning Commission review and make recommendations about proposed amendments.

The Committee recommends that City Council adopt the Resolution (Res).

In Favor: 5 - Strauss, Mosqueda, Juarez, Lewis, Pedersen

Opposed: None

The Resolution (Res) was adopted by the following vote, and the President signed the Resolution (Res):

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

PUBLIC SAFETY AND HUMAN SERVICES COMMITTEE:

5. [Res 32011](#) A RESOLUTION approving the 2021-2026 revision to the Seattle All-Hazards Mitigation Plan.

The Committee recommends that City Council adopt as amended the Resolution (Res).

In Favor: 4 - Herbold, González , Lewis, Pedersen

Opposed: None

ACTION 1:

Motion was made by Councilmember Herbold, duly seconded and carried, to amend Resolution 32011, Attachment 1, by adding Exhibits A through D.

ACTION 2:

Motion was made and duly seconded to adopt Resolution 32011 as amended.

The Resolution (Res) was adopted as amended by the following vote, and the President signed the Resolution (Res):

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

SELECT COMMITTEE ON HOMELESSNESS STRATEGIES AND INVESTMENTS:

6. [CB 120109](#) **AN ORDINANCE relating to City finances; creating a fund for depositing donations, gifts, and grants related to The City of Seattle's response to homelessness and provision of human services.**

The Committee recommends that City Council pass as amended the Council Bill (CB).

In Favor: 8 - Lewis, Herbold, González , Juarez, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

The Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB).

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

J. ADOPTION OF OTHER RESOLUTIONS

There were none.

K. OTHER BUSINESS

Motion was made, duly seconded and carried, to excuse Councilmember González from the August 9, 2021 City Council meeting.

L. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 3:40 p.m

Linda Barron, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on August 9, 2020.

Alex Pedersen, Pro Tem Council President of the City Council

Monica Martinez Simmons, City Clerk



Legislation Text

File #: IRC 315, **Version:** 1

August 9, 2021



Introduction and Referral Calendar

List of proposed Council Bills (CB), Resolutions (Res), Appointments (Appt) and Clerk Files (CF) to be introduced and referred to a City Council committee

| Record No. | Title | Committee Referral |
|------------------------------|---|--|
| <u>By: Mosqueda</u> | | |
| 1. CB 120152 | AN ORDINANCE appropriating money to pay certain audited claims for the week of July 26, 2021 through July 30, 2021 and ordering the payment thereof. | City Council |
| <u>By: Morales</u> | | |
| 2. Res 32013 | A RESOLUTION to initiate a 15th Avenue East Business Improvement Area. | City Council for Introduction and Adoption |
| <u>By: Morales</u> | | |
| 3. Res 32014 | A RESOLUTION of intention to establish a 15th Avenue East Business Improvement Area and fix a date and place for a hearing thereon. | City Council for Introduction and Adoption |
| <u>By: Sawant</u> | | |
| 4. Res 32015 | A RESOLUTION regarding the impact of Seattle's Urban Renewal program in displacing Black community members from the Central Area; supporting community demands to fund quality affordable social housing to prevent and reverse displacement; and urging the Office of Housing to fund the affordable housing project proposed by New Hope Community Development Institute. | City Council for Introduction and Adoption |
| <u>By: Pedersen</u> | | |
| 5. CF 314482 | Office of City Auditor request for an extension for filing a report relating to Seattle Department of Transportation Surveillance Technology Usage on License Plate Reader (LPR) technology and a report on Closed Circuit Television Traffic Cameras (CCTV) technology. | City Council |
| <u>By: Pedersen</u> | | |
| 6. CF 314483 | Seattle Information and Technology Department request for a six-month extension for the filing of the Group 4 Surveillance Impact Report (SIR) due on September 1, 2021. | City Council |
| <u>By: Pedersen</u> | | |
| 7. CF 314484 | Revised Master List of Technologies (revised August 2021) | City Council |

By: Morales

- | | | |
|-------------------------------|---|---|
| 8. Appt 01996 | Appointment of Jovino Santos Neto as member, Seattle Music Commission, for a term to August 31, 2022. | Community Economic Development Committee |
|-------------------------------|---|---|

By: Morales

- | | | |
|-------------------------------|---|---|
| 9. Appt 01997 | Appointment of Jessica Toon as member, Seattle Music Commission, for a term to August 31, 2022. | Community Economic Development Committee |
|-------------------------------|---|---|

By: Morales

- | | | |
|--------------------------------|---|---|
| 10. Appt 01998 | Appointment of Nick Vaerewyck as member, Seattle Music Commission, for a term to August 31, 2022. | Community Economic Development Committee |
|--------------------------------|---|---|

By: Morales

- | | | |
|--------------------------------|---|---|
| 11. Appt 01999 | Appointment of Shannon Welles as member, Seattle Music Commission, for a term to August 31, 2022. | Community Economic Development Committee |
|--------------------------------|---|---|

By: Morales

- | | | |
|--------------------------------|--|---|
| 12. Appt 02000 | Appointment of Andrew Joslyn as member, Seattle Music Commission, for a term to August 31, 2023. | Community Economic Development Committee |
|--------------------------------|--|---|

By: Morales

- | | | |
|--------------------------------|--|---|
| 13. Appt 02001 | Appointment of Anne Berry O'Dowd as member, Seattle Music Commission, for a term to August 31, 2023. | Community Economic Development Committee |
|--------------------------------|--|---|

By: Morales

- | | | |
|--------------------------------|---|---|
| 14. Appt 02002 | Appointment of Keola Kama as member, Seattle Music Commission, for a term to August 31, 2024. | Community Economic Development Committee |
|--------------------------------|---|---|

By: Morales

- | | | |
|--------------------------------|---|---|
| 15. Appt 02003 | Reappointment of Nate Omdal as member, Seattle Music Commission, for a term to August 31, 2024. | Community Economic Development Committee |
|--------------------------------|---|---|

By: Morales

- | | | |
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| 16. Appt 02004 | Appointment of Natasha A. Bennet as member, Seattle Human Rights Commission, for a term to July 22, 2022. | Community Economic Development Committee |
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By: Morales

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| 17. Appt 02005 | Appointment of Allan Nyaribo as member, Seattle Human Rights Commission, for a term to January 22, 2022. | Community Economic Development Committee |
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By: Morales

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| 18. Appt 02006 | Reappointment of Brian Egger as member, Seattle Human Rights Commission, for a term to January 22, 2022. | Community Economic Development Committee |
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By: Morales

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| 19. Appt 02007 | Appointment of Julia Ismael as member, Seattle Human Rights Commission, for a term to January 22, 2022. | Community Economic Development Committee |
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By: Morales

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| 20. Appt 02008 | Reappointment of Erika Chen as member, Seattle Human Rights Commission, for a term to July 22, 2022. | Community Economic Development Committee |
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By: Morales

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| 21. Appt 02009 | Appointment of Guneeta Annie Chadha as member, Seattle Human Rights Commission, for a term to July 22, 2023. | Community Economic Development Committee |
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By: Morales

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| 22. Appt 02010 | Appointment of Kayleigh Mary Kleiva as member, Seattle Human Rights Commission, for a term to January 22, 2023. | Community Economic Development Committee |
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By: Morales

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| 23. Appt 02011 | Appointment of Claire Aylward Guilmette as member, Seattle Human Rights Commission, for a term to January 22, 2023. | Community Economic Development Committee |
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By: Morales

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| 24. Appt 02012 | Reappointment of Tyrone Grandison as member, Seattle Human Rights Commission, for a term to July 22, 2023. | Community Economic Development Committee |
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By: Morales

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| 25. Appt 02013 | Reappointment of Aaron G. Oravillo as member, Seattle Human Rights Commission, for a term to July 22, 2023. | Community Economic Development Committee |
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By: Morales

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| 26. Appt 02014 | Reappointment of Jessica C. Bhuiyan as member, Seattle Human Rights Commission, for a term to July 22, 2022. | Community Economic Development Committee |
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By: Morales

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| 27. Appt 02015 | Appointment of Geneiva Arunga as member, Cultural Space Agency Public Development Authority Governing Council. | Community Economic Development Committee |
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By: Morales

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| 28. Appt 02016 | Appointment of Nia Arunga as member, Cultural Space Agency Public Development Authority Governing Council. | Community Economic Development Committee |
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By: Morales

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| 29. Appt 02017 | Appointment of Nyema Clark as member, Cultural Space Agency Public Development Authority Governing Council. | Community Economic Development Committee |
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By: Morales

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| 30. Appt 02018 | Appointment of Afua Kouyate as member, Cultural Space Agency Public Development Authority Governing Council. | Community Economic Development Committee |
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By: Morales

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| 31. Appt 02019 | Appointment of Sergio Max Legon-Talamoni as member, Cultural Space Agency Public Development Authority Governing Council. | Community Economic Development Committee |
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By: Morales

32. [Appt 02020](#) Appointment of Melina Rivera as member, Cultural Space Agency Public Development Authority Governing Council. Community Economic Development Committee

By: Morales

33. [Appt 02021](#) Appointment of C.M. Ruiz as member, Cultural Space Agency Public Development Authority Governing Council. Community Economic Development Committee

By: Morales

34. [Appt 02022](#) Appointment of Julie Chang Schulman as member, Cultural Space Agency Public Development Authority Governing Council. Community Economic Development Committee

By: Morales

35. [Appt 02023](#) Appointment of Michael Seiwerath as member, Cultural Space Agency Public Development Authority Governing Council. Community Economic Development Committee

By: Strauss

36. [CB 120153](#) AN ORDINANCE relating to land use and zoning; adding a new Section 23.49.167 to the Seattle Municipal Code to provide alternative development standards for small lots located in Downtown Mixed Residential zones. Land Use and Neighborhoods Committee

By: Strauss

37. [CB 120154](#) AN ORDINANCE relating to land use and zoning; amending the Seattle Comprehensive Plan to incorporate changes proposed as part of the 2021 Comprehensive Plan annual amendment process. Land Use and Neighborhoods Committee

By: Mosqueda, Strauss

38. [CB 120155](#) AN ORDINANCE relating to land use and zoning; amending the Comprehensive Plan to change the name of Single Family areas to Neighborhood Residential areas as part of the 2020-2021 Comprehensive Plan amendment process. Land Use and Neighborhoods Committee

By: Pedersen

39. [Res 32016](#) A RESOLUTION relating to the University of Washington Husky Stadium Transportation Management Plan; approving a revised framework document that includes performance standards and access management strategies to be included and detailed within in an annual operating plan for certain events at the stadium; and superseding Resolution 27435. Transportation and Utilities Committee



Legislation Text

File #: CB 120152, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain audited claims for the week of July 26, 2021 through July 30, 2021 and ordering the payment thereof.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of \$19,365,906.93 on PeopleSoft 9.2 mechanical warrants numbered 4100479022- 4100480874 plus manual or cancellation issues for claims, E-Payables of \$82,692.60 on PeopleSoft 9.2 9100009784- 9100009839 and Electronic Financial Transactions (EFT) in the amount of \$89,712,060.12 are presented for ratification by the City Council per RCW 42.24.180.

Section 2. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby ratified and confirmed.

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

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

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)



Legislation Text

File #: CB 120151, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

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

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

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

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

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

WHEREAS, the authority of the Director of the Department of Finance and Administrative Services (FAS) under Seattle Municipal Code Section 3.127.020 is limited to negotiating and executing leases for and

on behalf of the City that do not exceed five years and that do not encompass more than 18,000 square feet; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

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

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

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

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

Passed by the City Council the _____ day of _____, 2021, and signed by me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

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

LEASE AGREEMENT

Between

SOUND TRANSIT

and

CITY OF SEATTLE

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

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

SECTION 1: LEASED PREMISES

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

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

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

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

SECTION 2: TERM

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

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

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

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

SECTION 3: RENT

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

SECTION 4: USE OF PREMISES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5: UTILITIES

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

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

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

SECTION 6: IMPROVEMENTS

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

SECTION 7: MAINTENANCE

7.1. Maintenance by the City.

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

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

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

SECTION 8: TAXES

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

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

SECTION 9: INSURANCE AND INDEMNITY

9.1. Indemnity.

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

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

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

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

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

9.2. Insurance.

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

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

SECTION 10: ASSIGNMENT AND SUBLEASE

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

SECTION 11: DEFAULT

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

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

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

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

11.2. Remedies.

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

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

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

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

SECTION 12: TERMINATION OTHER THAN FOR DEFAULT

12.1. Condemnation.

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

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

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

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

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

SECTION 13: ACCESS

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

SECTION 14: NONWAIVER; RIGHT TO PERFORM

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

SECTION 15: SURRENDER AND HOLDING OVER

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

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

SECTION 16: ENVIRONMENTAL STANDARDS

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

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

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

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

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

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

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

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

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

SECTION 17: MISCELLANEOUS

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

To Sound Transit:

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

With a copy to:

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

To the City:

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

With a copy to:

City of Seattle Attorney's Office
701 5th Avenue
Suite 2050
Seattle, WA 98104-7097
Contact: Jessica Mitchell
Email: Jessica.mitchell@seattle.org

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

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

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

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

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

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

17.6. Nondiscrimination – Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 18: SIGNATURES

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

SOUND TRANSIT

CITY OF SEATTLE

By: _____

By: _____

Print: _____

Print: Calvin Goings or designee

Its: _____

Its: Director, City of Seattle Finance & Administrative Services

Date: _____

Date: _____

Approved as to Form
Sound Transit Legal Counsel

Authorized by Seattle City Council
Ordinance _____

STATE OF)
WASHINGTON :
 ss
 .
COUNTY OF)
KING

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

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

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

STATE OF WASHINGTON)
 : ss.
COUNTY OF KING)

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

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

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

EXHIBIT A

– LEGAL DESCRIPTION –

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

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

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

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

– APPROVED SITE PLAN–

0 5' 10' 20'

Scale: 1" = 10'-0"
(22" x 34" sheet)



21015

L1.0 

Exhibit C:

City of Seattle Self-Insurance Documentation



June 1, 2021

TO WHOM IT MAY CONCERN

RE: City of Seattle Self-Insurance Program

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

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

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

Please contact me at 206-386-0071 or Travis.Steichen@Seattle.gov if you need additional information.

Sincerely,

Travis Steichen

Travis Steichen, ARM
Senior Risk Manager / City of Seattle

SUMMARY and FISCAL NOTE*

| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
|--------------------|---|------------------------------|
| Legislative | Jeff Simms 206-475-9046 Karen Gruen (FAS) 206-733-9328 | Jennifer Breeze 206-256-5972 |

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title:

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

Summary and background of the Legislation:

This legislation authorizes negotiating and executing a real property lease with the Central Puget Sound Regional Transit Authority (Sound Transit) for creating and subsequently operating a transitional encampment, commonly called a tiny home village, until May 31, 2024. Because the parcel is greater than 18,000 square feet, legislative authorization of the lease is required. The legislation ratifies and confirms actions consistent with the authority it provides in anticipation that the City or its contracted service provider would be permitted access to the property prior to the effective date of the ordinance but after passage. It is currently anticipated that the property would accommodate 38 tiny home structures, though that number has varied during the planning process.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
No.

Is there financial cost or other impacts of *not* implementing the legislation?

Not implementing the legislation would reduce the availability of emergency housing options for those experiencing homelessness or require the City to locate another property to establish and operate a tiny home village.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?**
This legislation will affect the Human Services Department (“HSD”), which manages the operating budget and oversees the Master Service Agreement and Project Services Agreement/Contract for the agency that will operate the site and provide social services to those experiencing homelessness. HSD supports this legislation.
- b. Is a public hearing required for this legislation?**
The SEPA review process has been completed for the land use permitting and a community meeting was held.
- c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No notice of legislation is required to be placed with these publications.
- d. Does this legislation affect a piece of property?**
This legislation affects a piece of real property owned by Sound Transit. A site plan is attached.
- e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**
This legislation supports the principles of the Race and Social Justice Initiative because it would increase temporary emergency housing options for people experiencing homelessness. Black, indigenous, and other communities of color and other disadvantaged communities disproportionately experience homelessness. People experiencing homelessness typically express interest in a tiny home village option over other shelter. No change in the language access plan for any communications to the public is expected.
- f. Climate Change Implications**
- 1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**
It is not anticipated that carbon emissions will change in any material way.
 - 2. 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.**
There will be no impact to the ability of the City to adapt to climate change.
- g. 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)?**
This legislation will help expand the City’s portfolio of tiny home villages. Enhanced shelter programs, including tiny home villages, provide protection from exposure and other vulnerabilities stemming from experiencing unsheltered homelessness and can contribute to a

household locating permanent housing. This legislation would allow for approximately 38 tiny home units on the Sound Transit property.

List attachments/exhibits below:



Legislation Text

File #: CB 120119, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to employment in Seattle; amending Sections 100.025 and Section 5 of Ordinance 126274 to establish a new date for ending hazard pay requirements and automatically repealing the ordinance.

WHEREAS, on February 29, 2020, the Washington Governor issued Proclamation 20-05, proclaiming a state of emergency for all counties throughout the state of Washington in response to new cases of the new coronavirus 19 (COVID-19); and

WHEREAS, on March 3, 2020, the Mayor proclaimed a civil emergency in response to new cases of COVID-19; and

WHEREAS, on February 3, 2021, the City of Seattle enacted Ordinance 126274 (Hazard Pay for Grocery Employees Ordinance) requiring grocery businesses to provide employees with hazard pay for work performed in Seattle during the COVID-19 emergency; and

WHEREAS, Ordinance 126274 states the intention of the City Council (Council) to consider modifying or eliminating hazard pay requirements after four months of implementation and review of the current health, safety, and economic risks of frontline work during the COVID-19 emergency; and

WHEREAS, on March 17, 2021, grocery employees working in Washington state became eligible for COVID-19 vaccinations; and

WHEREAS, on April 15, 2021, all Washington residents 16 years and older became eligible for COVID-19 vaccinations; and

WHEREAS, on May 12, 2021, all Washington residents 12 to 15 years became eligible for COVID-19

vaccinations; and

WHEREAS, on May 13, 2021, the Centers for Disease Control and Prevention (CDC) announced that fully vaccinated people no longer needed to wear a mask inside or outside, except in certain settings such as health care and correctional facilities and except where required by federal, state, local, tribal, or territorial laws, rules, and regulations, including local business and workplace guidance; and

WHEREAS, on May 13, 2021, the Washington Governor announced full adoption of the masking guidance issued by the CDC; and

WHEREAS, on June 29, 2021, Public Health - Seattle & King County announced the end of the Local Health Officer's indoor mask directive for fully vaccinated people; and

WHEREAS, Public Health - Seattle & King County reported that as of June 29, 2021, 72 percent of King County residents 12 years and older, had been fully vaccinated against COVID-19; and

WHEREAS, Public Health - Seattle & King County reported that as of June 29, 2021, there had been more than 60 days of declining COVID-19 cases and hospitalizations per 100,000 residents; and

WHEREAS, despite positive trends in vaccinations and key indicators of COVID-19 activity, Public Health - Seattle & King County has reported disproportionately lower rates of vaccinations among Black and Latinx residents and higher rates of COVID cases among Black and Native Hawaiian/Pacific Islander (NHPI) residents; and

WHEREAS, Public Health - Seattle & King County reported that as of June 29, 2021, 53 percent of Black eligible residents and 55 percent of Latinx eligible residents had been fully vaccinated against COVID-19; and

WHEREAS, Public Health - Seattle & King County reported that as of June 29, 2021, 27 percent of new COVID cases were among Black residents and seven percent of new COVID cases were among NHPI residents although Black and NHPI residents respectively comprise seven percent and one percent of King County's population; and

WHEREAS, Public Health - Seattle & King County has stated that continued precautions and efforts to increase vaccinations are critical to closing vaccination disparities and has expressed commitment to ongoing work with community partners to close the gap in vaccine rates; and

WHEREAS, Public Health - Seattle & King County has partnered with the United Food and Commercial Workers International Union Local 21 and Washington Food Industry Association to ensure access to vaccinations across modalities; and

WHEREAS, the Council is committed to developing and collaborating on policies to eliminate racial disparities in public health and to work toward a stronger Seattle; and

WHEREAS, on June 30, 2021, the Washington Governor announced a statewide reopening with a return to full capacity for the vast majority of public spaces, including grocery and retail stores; and

WHEREAS, the Council recognizes that continuing vaccination efforts and reduced numbers of COVID-19 cases and hospitalizations demonstrates considerable progress toward supporting the health and safety of our frontline workers and the community; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 100.025 of Ordinance 126274 is amended as follows:

100.025 Hazard pay requirements

* * *

C. Employers shall comply with the hazard pay requirements in this Section 100.025 ~~((for the duration of the civil emergency proclaimed by the Mayor on March 3, 2020.))~~ until the effective date of the ordinance introduced as Council Bill 120119.

Section 2. Section 5 of Ordinance 126274 is amended as follows:

This ordinance shall be automatically repealed without subsequent Council action three years after ~~((the termination of the civil emergency proclaimed by the Mayor on March 3, 2020.))~~ the effective date of the ordinance introduced as Council Bill 120119.

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

Passed by the City Council the _____ day of _____, 2021, and signed by me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
|--------------------|-----------------------------|---------------------------|
| LEG | Karina Bull /x6-0078 | n/a |

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to employment in Seattle; amending Sections 100.025 and Section 5 of Ordinance 126274 to establish a new date for ending hazard pay requirements and automatically repealing the ordinance.

Summary and background of the Legislation: On February 3, 2021, the City of Seattle enacted Ordinance 126274 (Hazard Pay for Grocery Employees Ordinance) requiring grocery businesses to provide employees with hazard pay for work performed in Seattle during the COVID-19 emergency. The hazard pay was intended to compensate grocery employees for the risks of working on the frontlines of a global pandemic, improve their financial ability to access resources to stay safe and healthy, encourage them to continue their vital work, and support the welfare of the greater community that depends on grocery employees for safe and reliable access to food.

This legislation would end hazard pay requirements in recognition of the considerable progress made toward supporting the health and safety of frontline workers and the community through high rates of vaccinations and reduced numbers of COVID-19 cases and hospitalizations.

After hazard pay requirements are no longer in effect, the rest of the Hazard Pay for Grocery Employees Ordinance (e.g., recordkeeping, prohibition against retaliation, enforcement) would continue for three years after the effective date of this legislation and then would be automatically repealed without subsequent action by the Council.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ____ Yes x No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ____ Yes x No

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

Yes. If this legislation is implemented, OLS would likely expend fewer resources (e.g., staff time) on outreach of hazard pay requirements. OLS would continue to have authority to

investigate non-compliance (e.g., failure to provide hazard pay during the relevant time period) for three years after the effective date of this legislation.

Is there financial cost or other impacts of *not* implementing the legislation?

If this legislation is not implemented, OLS would likely continue their current level of spending and staff time on implementing hazard pay requirements. Currently, OLS maintains a web page with hazard pay information and outreach materials in multiple languages and, according to the office's [on-line, interactive dashboard](#), has responded to 30 questions about hazard pay requirements and initiated two investigations.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

Yes. If this legislation is implemented, OLS would likely expend fewer resources (e.g., staff time) on outreach of hazard pay requirements. OLS would continue to have authority to investigate non-compliance (e.g., failure to provide hazard pay during the relevant time period) for three years after the effective date of this legislation.

b. Is a public hearing required for this legislation?

No.

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

d. Does this legislation affect a piece of property?

No.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

Ending hazard pay requirements for grocery store employees could have an impact on Black, Indigenous, and People of Color (BIPOC) workers. The risks of working during the pandemic are especially significant for BIPOC workers because they are overrepresented among the retail frontline workforce, more likely to earn lower incomes, and disproportionately impacted by COVID-19. Despite positive trends in vaccinations and key indicators of COVID-19 activity in King County, there are disproportionately lower rates of vaccinations among Black and Latinx residents and higher rates of COVID cases among Black and Native Hawaiian/Pacific Islander residents.

Public Health – Seattle & King County has stated that continued precautions and efforts to increase vaccinations are critical to closing vaccination disparities and has expressed commitment to ongoing work with community partners to close the gap in vaccine rates.

This legislation states Council's commitment to developing and collaborating on policies to eliminate racial disparities in public health and to work toward a stronger Seattle.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

N/A.

2. 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.

g. 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).

OLS publicly shares information on outreach and enforcement efforts on their [on-line, interactive dashboard](#).

List attachments/exhibits below:



Legislation Text

File #: CB 120150, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE related to the City's response to the COVID-19 crisis; amending Ordinance 126237, which adopted the 2021 Budget, including the 2021-2026 Capital Improvement Program (CIP); accepting funding from non-City sources; changing appropriations to various departments and budget control levels, and from various funds in the 2021 Budget; revising project allocations for certain projects in the 2021-2026 CIP; imposing provisos; and ratifying and confirming certain prior acts.

WHEREAS, the World Health Organization (WHO) has declared that the Coronavirus Disease 2019 (COVID-

19) is a global pandemic, which is particularly severe in high-risk populations such as people with underlying medical conditions and the elderly, and the WHO has raised the health emergency to the highest level requiring dramatic interventions to disrupt the spread of this disease; and

WHEREAS, on February 29, 2020, the Washington Governor issued Proclamation 20-05, proclaiming a state of emergency for all counties throughout the state of Washington in response to new cases of COVID-19; and

WHEREAS, in response to outbreaks of COVID-19 in Seattle, Mayor Jenny Durkan proclaimed a civil emergency exists in Seattle in the Mayoral Proclamation of Civil Emergency dated March 3, 2020; and

WHEREAS, on March 5, 2020, the City Council adopted Resolution 31937 affirming the civil emergency, modifying orders transmitted by the Mayor related to the emergency, and establishing Council's expectations related to future orders and reporting by the Mayor during the civil emergency; and

WHEREAS, on March 11, 2020, the World Health Organization announced that COVID-19 is officially a global pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a national state of emergency in

response to the COVID-19 pandemic; and

WHEREAS, on March 23, 2020, the Governor issued a “Stay Home, Stay Healthy” order, which, combined with other measures taken to prevent the transmission of COVID-19, effectively closed many businesses in the state of Washington; and

WHEREAS, the immediate economic impacts from the COVID-19 emergency have been drastic and are expected to last much longer than the civil emergency itself; and

WHEREAS, local companies have reported laying off employees, experiencing substantial revenue losses, dealing with lost business due to fear and stigma, and seeing major declines in foot traffic as tens of thousands of employees are being asked to work from home; and

WHEREAS, these impacts are being felt across all industry sectors, including retail, restaurant, hospitality, transportation, logistics, arts, and culture; and

WHEREAS, at the end of August 2020, over 3,000 businesses in the Seattle metropolitan area were closed, with an estimated 59 percent of those closures being permanent, and over 32,700 people in Seattle were unemployed; and

WHEREAS, the COVID-19 pandemic has created a grave economic crisis. People in our community have been laid off or have had their work hours reduced, and many people are struggling to feed and house their families. Social services are strained, given the increased demand for resources. Businesses are struggling to pay their employees and cover operating costs; and

WHEREAS, many people and businesses in Seattle continue to be impacted by COVID-19 and the measures taken to prevent its spread, which resulted in unemployment, housing insecurity, and food insecurity; and

WHEREAS, on March 10, 2021, the U.S. House of Representatives passed the American Rescue Plan Act (ARPA) of 2021, providing \$1.9 trillion in pandemic relief; and

WHEREAS, the City has received \$28.7 million in 2021 from the ARPA Emergency Rental Assistance 2 grant

authorized by the U.S. Congress to provide rent and utility assistance; and

WHEREAS, the City has received \$7.8 million in 2021 from the ARPA Older Americans Act grant authorized by the U.S. Congress to provide seniors' supportive services, including addressing social isolation; and

WHEREAS, the City has received \$10.9 million in 2021 from the ARPA Federal Transit Administration Small Starts Projects grant authorized by the U.S. Congress to fund fixed guideway and bus rapid transit systems; and

WHEREAS, the City has received \$2.1 million in 2021 from the ARPA Small Business Administration Shuttered Venue Operators grant authorized by the U.S. Congress to provide economic aid to shuttered venues such as performing arts organizations, theaters, movie theaters, and museums; and

WHEREAS, the City has also received \$2.6 million in 2021 from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) Federal Transit Administration Supplemental Public Transportation Urbanized Area Apportionment grant authorized by the U.S. Congress to provide operating and maintenance aid to public transportation agencies; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor or the Mayor's designee is authorized to accept the following non-City funding from the grantors listed below, and to execute, deliver, and perform, on behalf of The City of Seattle, agreements for the purposes described below. The funds, when received, shall be deposited in the receiving funds identified below.

| Item | Department | Grantor | Purpose | Fund | Amount |
|------|-------------------------------|---|---|---------------------------------|--------------|
| 1.1 | Executive (Office of Housing) | U.S. Treasury - Emergency Rental Assistance | Rental assistance and eviction prevention | Low-Income Housing Fund (16400) | \$27,344,415 |
| 1.2 | Executive (Office of Housing) | U.S. Treasury - Emergency Rental Assistance | Rental assistance program administration | Office of Housing Fund (16600) | \$1,386,548 |

| | | | | | |
|--------------|--------------------------------------|--|--|--|---------------------|
| 1.3 | Human Services Department | U.S. Department of Health and Human Services - Older Americans Act Grant | Grant to lift-up and sustain current aging network activities for older adults in King County and meet emergent needs for COVID response and recovery, including nutrition, preventive health, family caregiver services, and other supportive services. | Human Services Fund (16200) | \$7,752,975 |
| 1.4 | Seattle Department of Transportation | USDOT - Capital Investment Grants, Small Starts | Madison BRT-RapidRide G Line construction | Transportation Fund (13000) | \$10,897,354 |
| 1.5 | Seattle Department of Transportation | Federal Transportation Agency (FTA) | Operations and maintenance of the Seattle Streetcar system | Seattle Streetcar Operations (10800) | \$785,304 |
| 1.6 | Seattle Center | Federal Transportation Agency (FTA) | Operations and maintenance of the Seattle Monorail | Seattle Center Fund (11410) | \$1,832,375 |
| 1.7 | Seattle Center | Small Business Administration (SBA) | To provide aid to McCaw Hall, which suffered severe negative financial impacts as a result of the closure of the facility due to COVID-19. These funds can be used for specific expenses such as payroll, utility payments, and other business expenses including maintenance costs. | Seattle Center McCaw Hall Fund (11430) | \$2,151,767 |
| TOTAL | | | | | \$52,150,738 |

Section 2. Contingent upon the execution of the grants or other funding agreements authorized in Section 1 of this ordinance, the appropriations for the following items in the 2021 Budget are increased from the funds shown, as follows:

| Item | Department | Fund | Budget Summary Level/BCL Code | Amount |
|--------------|-------------------------------|---------------------------------|---|---------------------|
| 2.1 | Executive (Office of Housing) | Low-Income Housing Fund (16400) | Multifamily Housing (BO-HU-3000) | \$27,344,415 |
| 2.2 | Executive (Office of Housing) | Office of Housing Fund (16600) | Leadership & Administration (BO-HU-1000) | \$1,386,548 |
| 2.3 | Human Services Department | Human Services Fund (16200) | Supporting Affordability & Livability (BO-HS-H1000) | \$3,850,667 |
| 2.4 | Human Services Department | Human Services Fund (16200) | Promoting Healthy Aging (BO-HS-H6000) | \$3,353,361 |
| 2.5 | Human Services Department | Human Services Fund (16200) | Leadership & Administration (BO-HS-H5000) | \$548,947 |
| 2.6 | Seattle Center | Seattle Center Fund (11410) | Campus (BO-SC-60000) | \$1,832,375 |
| TOTAL | | | | \$38,316,313 |

Unspent funds so appropriated shall carry forward to subsequent fiscal years until they are exhausted or abandoned by ordinance.

Section 3. The appropriations for the following items in the 2021 Adopted Budget and project allocations in the 2021-2026 Adopted Capital Improvement Program are modified as follows:

| Item | Department | Fund | Budget Summary Level | Additional Budget Appropriation | CIP Project Name |
|-------------------|--------------------------------------|-----------------------------|--------------------------------|---------------------------------|---|
| 3.1 | Seattle Department of Transportation | Transportation Fund (13000) | Mobility-Capital (BC-TR-19003) | \$10,897,354 | Madison BRT - RapidRide G Line (MC-TR-C051) |
| Net Change | | | | \$10,897,354 | |

These modifications shall operate for the purposes of decreasing or increasing the bases for the limit imposed by subsection 4(c) of Ordinance 126237.

Section 4. Statement of intent. By establishing this Section 4, the Council and the Mayor express their

policy intent to prioritize use of federal funds from the American Rescue Plan Act of 2021 and the Consolidated Appropriations Act, 2021, to maintain programs and services that support the City's public health response; provide critical resources to those disproportionately impacted by COVID-19, including Black, Indigenous, Latinx, and other communities of color, immigrants, the lesbian, gay, bisexual, transgender, queer, intersex, and asexual (LGBTQIA) community, women, low-income households, people experiencing homelessness or housing insecurity, and people who work in the creative economy. The following policy intent shall guide the expenditures authorized in Sections 2 and 3 of this ordinance:

A. Section 2, items 2.1 and 2.2: \$28,730,963 is allocated to Office of Housing for rental assistance and homelessness prevention services. Funds will be used as follows:

1. \$9,576,988 from item 2.1 will be used to contract with community based agencies that have an established track record of serving communities that 1) have been disproportionately impacted by COVID-19 and 2) have a disproportionate need for rental assistance; and that have experience in managing rent assistance and/or homeless prevention dollars particularly during the current COVID-19 public health emergency for the purposes of rent assistance and other housing related costs including internet services, homelessness prevention services, and associated administration costs.

2. \$9,576,988 from item 2.1 will be distributed via a subaward as a subrecipient to United Way of King County for the purposes of rent assistance, homelessness prevention services, and associated administration costs, and may be spent for no other purpose. The Office of Housing, in cooperation with United Way, will do proactive outreach to landlords who may be struggling with mortgage debt, regarding availability of rental assistance funding.

3. \$8,190,439 from item 2.1 and \$1,386,548 from item 2.2 will be appropriated to the Office of Housing for the purposes of rent assistance, homelessness prevention services, and associated administration costs, for publicly-subsidized rent- and income-restricted affordable housing units.

B. Section 2, items 2.3, 2.4, and 2.5: \$7,752,975 is allocated to the Human Services Department for senior services, including supportive services, congregate meals, home delivered meals, preventative health services, and support for family caregivers. Supportive services will include programs to address the mental health impacts of social isolation in seniors. Funding for congregate meal programs and meal delivery should be distributed to providers in such a way as to allow for hybrid programs which provide both services.

Section 5. This ordinance imposes a proviso, as follows:

“Of the appropriation in the 2021 budget for the Human Services Department Promoting Healthy Aging (BO-HS-H6000) Budget Summary Level, \$200,000 of U.S. Department of Health and Human Services - Older Americans Act Grant funds are appropriated solely for services to address the mental health impacts of senior isolation unless forthcoming federal and state funding requirements conflict with the spending restrictions imposed by this proviso. The Council requests that any final contract governing the U.S. Department of Health and Human Services - Older Americans Act Grant funds and a spending plan for these funds be submitted to the Chair of the Public Safety and Human Services committee before the transmittal of the 2022 Proposed Budget.”

Section 6. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 7. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2021, and signed by
me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
|--------------------|-----------------------------|---------------------------|
| LEG | Aly Pennucci / 4-8148 | William Chen / 233-7274 |

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE related to the City’s response to the COVID-19 crisis; amending Ordinance 126237, which adopted the 2021 Budget, including the 2021-2026 Capital Improvement Program (CIP); accepting funding from non-City sources; changing appropriations to various departments and budget control levels, and from various funds in the 2021 Budget; revising project allocations for certain projects in the 2021-2026 CIP; imposing provisos; and ratifying and confirming certain prior acts.

Summary and background of the Legislation: In response to the ongoing COVID-19 pandemic public health emergency and resulting economic downturn, the U.S. Congress passed, and the President signed, the American Rescue Plan Act of 2021 (ARPA) in March 2021. While the Rescue Plan Act had substantial direct assistance to the American people, it also contained support for state and local governments so they could continue providing existing and expanded responsive services. The City accepted and appropriated some of those funds in [Ordinance 126371](#).

This legislation accepts and appropriates additional funding contained in ARPA.

Specifically, the bill accepts/appropriates funds as follows:

2.1 Executive (Office of Housing) - Low-Income Housing Fund (16400) Multifamily Housing (BO-HU-3000) \$27,344,415 - This item provides support for rent assistance and homelessness prevention services.

2.2 Executive (Office of Housing) - Office of Housing Fund (16600) Leadership & Administration (BO-HU-1000) \$1,386,548 - This item provides support for administrative costs related to rent assistance and homelessness prevention services.

2.3 Human Services Department - Human Services Fund (16200) Supporting Affordability & Livability (BO-HS-1000) \$3,850,667 - This item provides support for seniors’ supportive services, including addressing social isolation.

2.4 Human Services Department - Human Services Fund (16200) Promoting Healthy Aging (BO-HS-H6000) \$3,353,361 - This item provides support for seniors’ supportive services, including addressing social isolation.

2.5 Human Services Department - Human Services Fund (16200) Leadership & Administration BO-HS-H5000 \$548,947 - This item provides support for seniors' supportive services, including addressing social isolation.

2.6 Seattle Center - Seattle Center Fund (11410) Seattle Campus (BO-SC-60000) \$1,832,375 - This item provides support for Monorail operating and maintenance costs.

3.1 Seattle Department of Transportation - Transportation Fund (13000) Mobility-Capital (BC-TR-19003) \$10,897,354 - This item provides capital support for the Madison BRT line.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? X Yes ____ No

Please see item 3.1 above for a description of the CIP amendment.

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? X Yes ____ No

| Appropriation change (\$): | General Fund \$ | | Other \$ | |
|--------------------------------|-------------------------|------|------------------------|------|
| | 2021 | 2022 | 2021 | 2022 |
| | | | \$48,213,667 | |
| Estimated revenue change (\$): | Revenue to General Fund | | Revenue to Other Funds | |
| | 2021 | 2022 | 2021 | 2022 |
| | | | \$52,150,738 | |
| Positions affected: | No. of Positions | | Total FTE Change | |
| | 2021 | 2022 | 2021 | 2022 |
| | | | | |

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

Strategic use of ARPA funds will allow Seattle to rebound and recover from the COVID-19 pandemic and resulting economic downturn. This is likely to result in higher City tax revenues than if these funds are not accepted and appropriated.

Is there financial cost or other impacts of *not* implementing the legislation?

Yes, grant funds provided to the City from the federal government will go unaccepted and unspent.

3.a. Appropriations

X This legislation adds, changes, or deletes appropriations.

See the list of items above for changes to appropriations.

Is this change one-time or ongoing?

One-time.

3.b. Revenues/Reimbursements

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

See the list of items above for changes to revenues.

Is this change one-time or ongoing?

One-time.

3.c. Positions

 This legislation adds, changes, or deletes positions.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

This budget bill will impact several City departments. Those departments are listed in the appropriations sections above.

b. Is a public hearing required for this legislation?

No.

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

d. Does this legislation affect a piece of property?

No.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

The Emergency Rental Assistance 2 grant targets low-income renters around Seattle who need help with rent or utility payments. Lower-income residents are disproportionately BIPOC. The funding for rental assistance is divided into three, with one-third going to publicly-subsidized affordable housing, one-third to United Way of King County to help, and one-third to CBOs in communities of color.

Older Americans Act funds are available to people aged 60 and older, but with a focus on the greatest economic and social need, particularly low-income minority individuals. Relevant to RSJI considerations, social need includes a focus on people with limited English proficiency and cultural isolation caused by racial/ethnic status.

Public transportation is relied on more by people with lower incomes, who are disproportionately BIPOC. Madison BRT and Streetcar investments help connect people to important institutions like hospitals and schools as well as workplaces and businesses. Monorail, besides being used by tourists and future Arena attendees, is also used by commuters, and the less car traffic there is on the road, the better public transportation runs for everyone.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

No.

2. 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.

No.

g. 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).

N/A

List attachments/exhibits below:



Legislation Text

File #: CB 120131, **Version:** 2

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE amending Ordinance 126237, which adopted the 2021 Budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; lifting provisos; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

WHEREAS, in 2020, in the wake of the murders of George Floyd, Breonna Taylor, and many other African-

Americans at the hands of law enforcement, Mayor Jenny Durkan announced a \$100 million fund to

“focus on up-stream investments for Black, Indigenous, and people of color (BIPOC) communities to

address disparities and make meaningful changes that can be measured by community progress,” known

as the Equitable Communities Initiative; and

WHEREAS, during the 2021 Adopted Budget process, the City Council reduced that funding to \$30 million

and placed two provisos on funds in Finance General, pending the recommendations of the Equitable

Communities Initiative Task Force, in Council Budget Action FG-003-B-002; and

WHEREAS, the Equitable Communities Initiative Task Force is comprised of 26 community leaders

representing diverse constituencies with backgrounds in nonprofit, religious, labor, climate justice,

health care and community; and

WHEREAS, the Equitable Communities Initiative Task Force met more than 30 times between December 2020

to June 2021 to make recommendations for investments that begin to address generations of systemic

and government sanctioned racism and oppression against communities of color and the resulting

disparities related to housing and generational wealth, health and environmental justice, education, and

small businesses;

WHEREAS, the Equitable Communities Initiative Task Force collaborated with nine City departments in May and June 2021 to refine their recommendations and develop specific programmatic investments, including new City programs and expansions or modifications to existing programs, to implement the recommendations; and

WHEREAS, the Task Force has made its final recommendations and it is now time to lift the proviso on the funds and to appropriate them to the relevant departments to carry out the work recommended by the Task Force; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The restrictions imposed by the following budget provisos, which limit spending on the following item, are removed because the conditions set forth in the provisos have been satisfied and they are no longer restrictions for any purpose, including those set forth in subsection 1(b) of Ordinance 126237:

| Item | Department | 2021 CBA | Proviso | Budget Summary Level |
|------|-----------------|------------------|--|-------------------------------|
| 1.1 | Finance General | FG-003 -B-002 | "Of the appropriation in the 2021 budget for Finance General Reserves, \$29,500,000 is appropriated solely to fund the Equitable Communities Initiative and actions recommended to the City by the Equitable Communities Task Force and may be spent for no other purpose. Furthermore, none of the money so appropriated may be spent until authorized by future ordinance. The Council anticipates that such authority will not be granted until the Executive submits to the Council a plan for spending the funds that describes how the allocations were informed. The Council expects that there will be alignment between the Task Force and the Participatory Budgeting process to ensure that investments are coordinated." "Of the appropriation in the 2021 budget for Finance General Reserves, \$400,000 is appropriated solely to fund develop a robust facilitation process and convene community for the purpose of providing recommendations for the Equitable Communities Initiative and may be spent for no other purpose." | General Purpose (BO-FG-2QD00) |

Section 2. In order to pay for necessary costs and expenses incurred or to be incurred, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time of making the 2021 Budget, appropriations for the following items in the 2021 Budget are modified as follows:

| Item | Department | Fund | Budget Summary Level | Amount |
|------|--|--|---|----------------|
| 2.1 | Finance General | General Fund (00100) | General Purpose (00100-BO-FG-2QD00) | (\$21,000,000) |
| 2.2 | Executive (Office of Arts and Culture) | Arts and Culture Fund (12400) | Arts and Cultural Programs (12400-BO-AR-VA160) | \$2,000,000 |
| 2.3 | Department of Education and Early Learning | General Fund (00100) | K-12 Programs (00100-BO-EE-IL200) | \$4,000,000 |
| 2.4 | Department of Neighborhoods | General Fund (00100) | Community Grants (00100-BO-DN-I3400) | \$750,000 |
| 2.5 | Department of Neighborhoods | General Fund (00100) | Community Building (00100-BO-DN-I3300) | \$1,800,000 |
| 2.6 | Finance and Administrative Services | Finance and Administrative Services Fund (50300) | City Purchasing and Contracting Services (50300-BO-FA-CPCS) | \$1,000,000 |
| 2.7 | Human Services Department | General Fund (00100) | Promoting Public Health (00100-HS-H7000) | \$2,500,000 |
| 2.8 | Human Services Department | General Fund (00100) | Supporting Affordability & Livability (00100-BO-HS-H1000) | \$200,000 |
| 2.9 | Human Services Department | General Fund (00100) | Supporting Safe Communities (00100-BO-HS-H4000) | \$1,500,000 |
| 2.10 | Executive (Office of Economic Development) | General Fund (00100) | Business Services (00100-BO-ED-X1D00) | \$9,700,000 |
| 2.11 | Executive (Office of Housing) | Office of Housing Fund (16600) | Leadership and Administration (16600-BO-HU-1000) | \$1,375,000 |
| 2.12 | Executive (Office of Housing) | Low Income Housing Fund (16400) | Homeownership and Sustainability (16400-BO-HU-2000) | \$4,625,000 |

| | | | | |
|--------------|--|----------------------|--|--------------------|
| 2.13 | Executive (Office of Sustainability and Environment) | General Fund (00100) | Office of Sustainability & Environment (00100-BO-SE-X1000) | \$550,000 |
| Total | | | | \$9,000,000 |

Unspent funds so appropriated shall carry forward to subsequent fiscal years until they are exhausted or abandoned by ordinance.

Section 3: The City Council finds that ongoing disparities within the City of Seattle related to housing and generational wealth, health and environmental justice, education, and small businesses are contrary to the welfare of the people of the City of Seattle. The City Council therefore finds and declares that it is a fundamental governmental function of the City of Seattle to remedy those disparities as allowed by state and federal law.

Section 4: It is the City Council's intent that funds appropriated in Section 2 will be implemented through contracts and programs that are aligned with the recommendations of the Equitable Communities Initiative Task Force to the extent consistent with applicable legal limitations.

Section 5. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 6. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by a 3/4 vote of all the members of the City Council the _____ day of _____, 2021, and signed by me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

Dan Eder

Date: August 5, 2021

Version: 1

Amendment A
to
CB 120131 - Equitable Communities Initiative Task Force Proviso Lift
Sponsor: CM Herbold
Administrative Costs Recital

At p. 2 beginning on line 5, add a new recital to the bill as follows:

WHEREAS, the Task Force has made its final recommendations and it is now time to lift the proviso on the funds and to appropriate them to the relevant departments to carry out the work recommended by the Task Force;

WHEREAS, the City expects to incur reasonable administrative costs to implement the recommendations of the Task Force using a portion of the \$30 million (currently estimated at \$1.95 million or 6.5% of the \$30 million); NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The restrictions imposed by the following budget provisos, which limit

Effect:

The amendment adds a new recital memorializing the City's intent to pay for reasonable administrative costs for implementing the recommendations of the Equitable Communities Initiative Task Force. These costs will come from the \$30 million that CB 120131 appropriates.

SUMMARY and FISCAL NOTE*

| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
|--------------------|-----------------------------|-------------------------------|
| Mayor's Office | Christina Ghan/684-8816 | Jeanette Blankenship/615-0087 |

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE amending Ordinance 126237, which adopted the 2021 Budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; lifting provisos; and ratifying and confirming certain prior acts.

Summary and background of the Legislation: This legislation lifts two budget provisos placed on funds in Finance General pending the recommendations of the Equitable Communities Initiative Task Force (FG 003-B-002). The 2021 Adopted Budget includes approximately \$30 million to support these efforts. Council adopted two provisos on these funds which state:

“Of the appropriation in the 2021 budget for Finance General Reserves, \$29,500,000 is appropriated solely to fund the Equitable Communities Initiative and actions recommended to the City by the Equitable Communities Task Force and may be spent for no other purpose. Furthermore, none of the money so appropriated may be spent until authorized by future ordinance. The Council anticipates that such authority will not be granted until the Executive submits to the Council a plan for spending the funds that describes how the allocations were informed. The Council expects that there will be alignment between the Task Force and the Participatory Budgeting process to ensure that investments are coordinated.”

“Of the appropriation in the 2021 budget for Finance General Reserves, \$400,000 is appropriated solely to fund develop a robust facilitation process and convene community for the purpose of providing recommendations for the Equitable Communities Initiative and may be spent for no other purpose.”

The Equitable Communities Initiative Task Force released its recommendations for the use of these funds on June 3, 2021 and this legislation reflects their recommendations. Namely:

- \$9,700,000 for the Office of Economic Development for business financing support and technical assistance for small and micro businesses, including those impacted by COVID-19 and prioritizing those with inequitable access to capital, and to create pathways for youth to explore and enter the healthcare field and create opportunities to increase access, advancement, and retention of BIPOC workers in professional jobs in healthcare.
- \$1,000,000 for Finance and Administrative Services to provide technical assistance for women and minority owned businesses (WMBE) to prepare for doing business with the City, offer wrap-around services to support construction apprenticeship training, and support retention of BIPOC apprentices and journey workers.
- \$1,500,000 for the Human Services Department to connect formerly incarcerated BIPOC with meaningful employment pathways, including support services, culturally responsive education, and technical and academic programs.

- \$4,000,000 for the Department of Education and Early Learning to advance equity in education through culturally specific and responsive programming and curriculum development, family support and engagement, and teacher accreditation and retention supports.
- \$2,000,000 for the Office of Arts and Culture for cultural education for youth and families, including programs both inside and outside of school and awards for youth who want to engage in arts and culture on their own terms.
- \$1,800,000 for the Department of Neighborhoods to develop generational wealth resources, including financial education and a web portal for education, information, and support on financial issues.
- \$1,375,000 for the Office of Housing to provide homeownership resources related to stabilization and property development assistance, to study the feasibility of scalable lease-to-own program, and to identify potential housing strategies and supports for apprenticed and pre-apprenticed occupations.
- \$4,625,000 to the Office of Housing to provide homeownership supports, including capital for affordable homeownership development and targeted outreach to BIPOC households for ownership opportunities and homebuyer readiness activities.
- \$750,000 for the Department of Neighborhoods to increase access to healthy food options for BIPOC communities through the Healthy Food Fund.
- \$550,000 for the Office of Sustainability and Environment to advance environmental sustainability through community-led projects through the Environmental Justice Fund.
- \$200,000 for the Human Services Department to increase access to nutrition education, healthy food, and local farms for youth in lower-income households through the Farm to Table program.
- \$2,500,000 for the Human Services Department to increase access to appropriate, desired, impactful health care for communities of color and provide innovative and alternative ways to achieve health and healing.

Appropriations in the 2021 Adopted Budget are modified to allocate reserves in the Finance General Department to Departments listed above. The reserve in Finance General is \$30 million, however appropriations for the Department of Finance and Administrative Services, Office of Arts and Culture and Office of Housing are double-appropriated. There are \$9 million of remaining appropriations in Finance General to transfer General Funds to these proprietary Funds.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes **X** No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? **X** Yes ___ No

Please see the bill text for BCL and Fund information. Descriptions for each item are above.

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
No.

Is there financial cost or other impacts of *not* implementing the legislation?
No.

4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**
Yes, this legislation increases appropriations in eight City departments to carry out the recommendations of the Equitable Communities Initiative Task Force.
- b. **Is a public hearing required for this legislation?**
No.
- c. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.

- d. **Does this legislation affect a piece of property?**
No.

- e. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**

The community-led ECI Task Force recommended investments that begin to address generations of systemic and government sanctioned racism and oppression against communities of color. These investments are targeted towards improving outcomes for the Black, Indigenous, and people of color communities where disparate treatment and impacts are evident. The investments target four priority areas identified by the Task Force: Health, Education, Business, and Housing.

Each targeted programmatic investment explicitly focuses on increasing racial equity and has outcomes to monitor and measure success. Many of the investments will be implemented by a Request-for-Proposals (RFP) or similar type of award or contract. Each department will center the needs of community as they design, issue, and review the RFP to reduce barriers to access and will prioritize or otherwise focus investments on reaching affected communities of color.

- f. **Climate Change Implications**
1. **Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**
No.

2. **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.**

No.

- g. **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).**

As a package, these investments are intended to begin to address systemic, historical underinvestment in communities of color in Seattle and the resulting disparities. Many of these investments involve either creating a new program or an expansion of an existing program. For each investment, City departments have identified specific outcomes to monitor and measure success – see Summary Attachment A.

List attachments/exhibits below:

Summary Attachment A – Equitable Communities Initiative Task Force Recommendations

Equitable Communities Initiative Task Force: Implementation

July 12, 2021

Overview of Task Force Process

- 26-member community-led Task Force
- Over 30 weekly meetings from December 2020 to June 2021

| | |
|-----------------|--|
| Dec/Jan | Task Force convened, developed governance structure, and selected facilitation team |
| Feb | Identified four priority focus areas (pillars) |
| March | Researched disparities and existing City programs and resources |
| April | Engaged peer organizations, community members, and other leaders Developed recommendations, presented them to Mayor and CM Juarez |
| May/June | Worked with City departments to identify how recommendations will be implemented, released recommendations |

Task Force Recommendations

- 4 priority areas for \$30m investment
 - Business
 - Education
 - Health
 - Housing
- 9 Recommendations to produce a collective impact

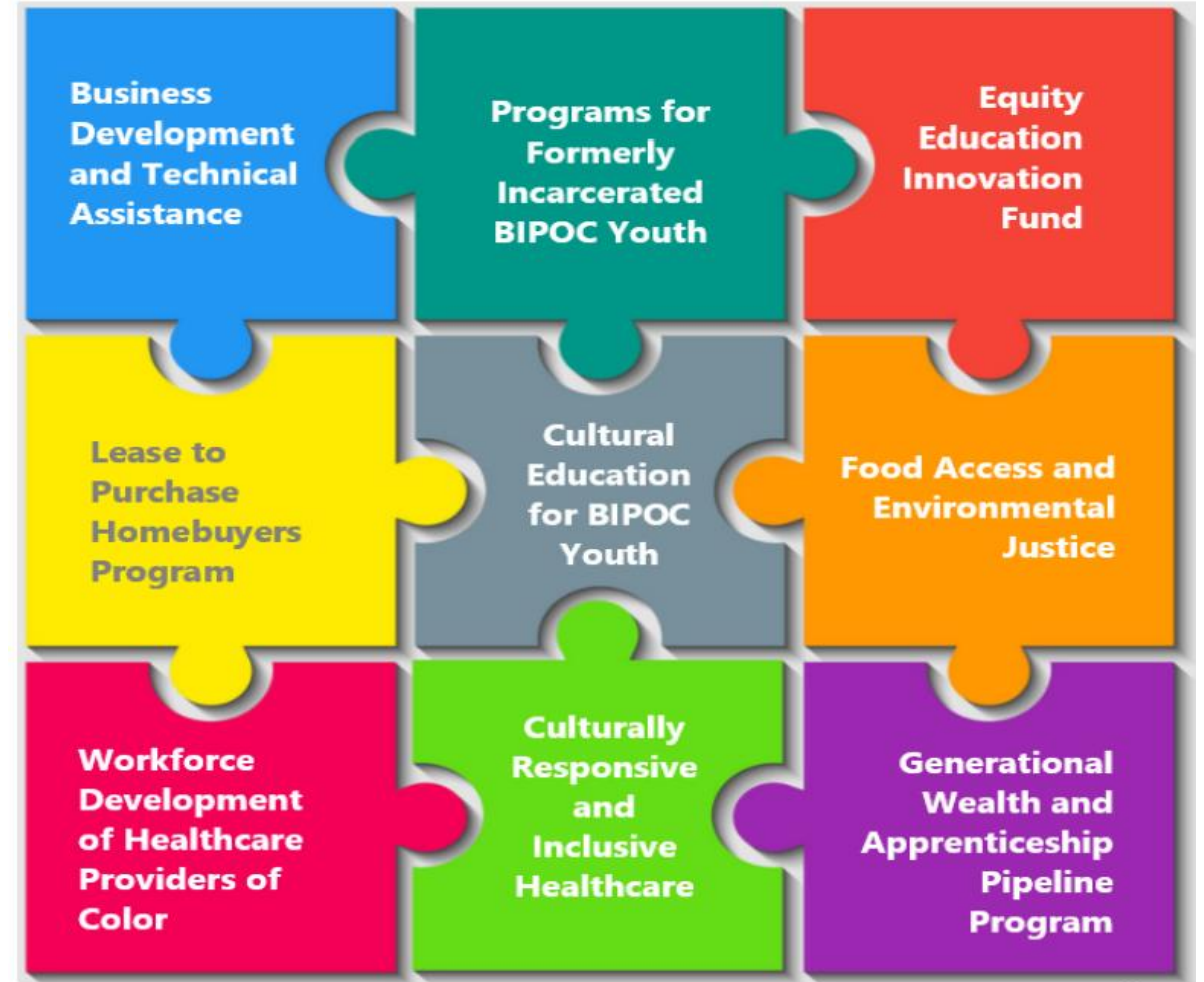


Image credit: The Profitable Nonprofit & Sankofa Consulting

Implementation of the Task Force's recommendations

| TF Focus Area | Title | Amount | Dept |
|---------------|--|----------|------|
| Business | Equitable Small and Micro Business Capital | \$5m | OED |
| | Small Business Technical Assistance | \$2.5m | OED |
| Education | Equity in Education | \$4m | DEEL |
| | Cultural Education | \$2m | Arts |
| | Re-entry Programs for Formerly Incarcerated | \$1.5m | HSD |
| Health | Healthy Food Fund | \$750k | DON |
| | Farm to Table | \$200k | HSD |
| | Environmental Justice Fund | \$550k | OSE |
| | Direct Culturally Responsive & Inclusive Healthcare | \$1.5m | HSD |
| | Access to Culturally Responsive & Inclusive Healthcare | \$1m | HSD |
| | Professional Careers in Healthcare | \$1.7m | OED |
| | Youth Healthcare Careers | \$500k | OED |
| Housing | Homeownership Development and Homebuyer Supports | \$4.625m | OH |
| | Ownership Retention | \$875k | OH |
| | Lease to Own Program | \$250k | OH |
| | Housing Strategies Apprenticeships | \$250k | OH |
| | Priority Hire and WMBE | \$1m | FAS |
| | Generational Wealth Education | \$1.8m | OH |



BUSINESS - \$7.5M

Invest in business financing/capital and technical assistance strategies to support small and micro businesses

| Strategy | Equitable capital for micro and small businesses |
|----------------------------|---|
| Department | Office of Economic Development |
| Amount | \$5m |
| Types of Activities Funded | <ul style="list-style-type: none">• Grants and subsidized loans to micro and small businesses ranging from \$7,500 to \$100,000• Focused on those impacted by COVID-19 and prioritizing those with historical inequitable access to capital (BIPOC owners, women owners, located in disadvantaged areas) |
| Outcomes | <ul style="list-style-type: none">• Businesses show increased revenue• Jobs retained or created• Businesses report feeling more stable |



BUSINESS - \$7.5M

Invest in business financing/capital and technical assistance strategies to support small and micro businesses

| Strategy | Technical assistance for micro and small businesses |
|----------------------------|--|
| Department | Office of Economic Development |
| Amount | \$2.5m |
| Types of Activities Funded | <ul style="list-style-type: none">• One-on-one financial health counseling on operational issues (e.g. financial statements/projections, credit counseling, marketing, business plan development)• Consultant support on construction (e.g. permitting, design) and legal education (e.g. human resources, commercial leases, evictions, and insurance)• Consultant support on digital tools such as website development and effective use of social media & E-commerce strategies |
| Outcomes | <ul style="list-style-type: none">• Businesses see positive growth |



EDUCATION - \$7.5M

Invest in strategies designed to benefit BIPOC youth impacted by systemic inequities in education

| Strategy | Equity in Education |
|----------------------------|---|
| Department | Department of Education and Early Learning |
| Amount | \$4m |
| Types of Activities Funded | <ul style="list-style-type: none">• Technical assistance and capacity building for BIPOC-led organizations implementing youth, family, and educator diversity programming• Culturally specific and responsive programming and curriculum development focused on academics, college and career readiness, identity development, and youth leadership• Family support and engagement, such as language access and interpretation services, to bridge diverse communities and schools• Teacher accreditation and retention supports |
| Outcomes | <ul style="list-style-type: none">• Increase on-time high school completion for BIPOC youth• Increase college readiness and higher educational attainment for BIPOC youth• Increase racial diversity of educators in educational environments |



EDUCATION - \$7.5M

Invest in strategies designed to benefit BIPOC youth impacted by systemic inequities in education

| Strategy | Cultural education for youth and families |
|----------------------------|--|
| Department | Office of Arts and Culture |
| Amount | \$2m |
| Types of Activities Funded | <ul style="list-style-type: none">• Culturally-relevant youth and family programming and classroom residencies with BIPOC-centered cultural institutions, museums, and other informal learning spaces during school day• Cultural education programs outside of school (e.g. exploring cultural identities via visual art, film, spoken word, dance, etc) by BIPOC-led creative youth development organizations who've built trust and relationships among youth and families• Awards for BIPOC youth who want to engage in arts & culture on their own terms (e.g. buying instruments + individual lessons) |
| Outcomes | <ul style="list-style-type: none">• Increased leadership, empowerment, and positive self-esteem for BIPOC youth• Increased cultural relevancy of content and curriculum during the school day• Increased youth access to in- and after-school arts & cultural education programs |

EDUCATION - \$7.5M

Invest in culturally supportive reentry programs for formerly incarcerated BIPOC to reduce recidivism

| Strategy | Cultural supportive reentry programs |
|----------------------------|--|
| Department | Human Services Department |
| Amount | \$1.5m |
| Types of Activities Funded | <ul style="list-style-type: none">• Meaningful employment pathways, including support services, culturally responsive education, and technical and academic programs• Intentional partnerships between education-focused and culturally relevant community-based groups |
| Outcomes | <ul style="list-style-type: none">• Reduce recidivism• Attain informal and formal education• Gain meaningful employment• Experience meaningful reentry into the community |

HEALTH - \$6.2M

Invest in strategies focused on food access & environmental justice

| Strategy | Healthy Food Fund |
|----------------------------|--|
| Department | Department of Neighborhoods |
| Amount | \$750k |
| Types of Activities Funded | <ul style="list-style-type: none">• BIPOC-centered, community-led projects and programs focused on education, awareness, and sustainable access to healthy food options and food security• Could include youth engagement, community/small business partnerships, hands-on community garden sustainability, emergency food assistance, and educational events |
| Outcomes | <ul style="list-style-type: none">• Increased participation in healthy food centered youth and family activities• Increased access to healthy, culturally appropriate food options• Increased awareness of healthier food options and food education |



HEALTH - \$6.2M

Invest in strategies focused on food access & environmental justice

| Strategy | Farm to Table |
|----------------------------|---|
| Department | Human Services Department |
| Amount | \$200k |
| Types of Activities Funded | <ul style="list-style-type: none">• Nutritional education & access to healthy foods for BIPOC youth• Hands-on nutritional education, cooking, and field trips to BIPOC-owned farms |
| Outcomes | <ul style="list-style-type: none">• Increased # of children accessing healthy foods• Increased revenue for Black & Brown farmers• Reduced food waste & increased connection to farmers, lands & new foods |

HEALTH - \$6.2M

Task Force

Invest in strategies focused on food access & environmental justice

| Strategy | Environmental Justice Fund |
|----------------------------|---|
| Department | Office of Sustainability and Environment |
| Amount | \$550k |
| Types of Activities Funded | <ul style="list-style-type: none">• Community-led projects to advance environmental sustainability, such as community education, air quality, green jobs, and youth capacity building.• Promote capacity building, peer learning & leadership development of grantees through learning circles & intentional relationship development. |
| Outcomes | <ul style="list-style-type: none">• Support 6-8 additional BIPOC organizations• Increased leadership capacity of BIPOC organizations working to advance environmental justice through policy change• Increased # of BIPOC, low-income residents engaged and taking action on an environmental justice issue directly impacted their lives |



HEALTH - \$6.2M

Invest in strategies to deliver culturally responsive inclusive healthcare

| Strategy | Direct Culturally Responsive, Inclusive Healthcare |
|----------------------------|---|
| Department | Human Services Department |
| Amount | \$1.5m |
| Types of Activities Funded | <ul style="list-style-type: none">• Community Health Centers, in partnership with community-based organizations, provide innovative/alternative ways to achieve health/healing, including non-western medical modes, such as traditional medicines and food and healing circles and other practices• Care will focus on the whole person and include physical, behavioral and spiritual health |
| Outcomes | <ul style="list-style-type: none">• BIPOC individuals are connected with their desired health care provider and are satisfied with their care• Individuals will see improvement in selected health care measurement |



HEALTH - \$6.2M

Invest in strategies to deliver culturally responsive inclusive healthcare

| Strategy | Access to Culturally Responsive, Inclusive Healthcare |
|----------------------------|--|
| Department | Human Services Department |
| Amount | \$1m |
| Types of Activities Funded | <ul style="list-style-type: none">• Assessment of populations not accessing health care with specific focus on BIPOC communities• Community health boards, community-based organizations and Public Health-Seattle & King County provide individuals/families access and entry to appropriate, desired and impactful health care• Technical assistance to health care providers focused on the needs of specific communities |
| Outcomes | <ul style="list-style-type: none">• Increase in the number of people connected to healthcare coverage & desired care provider• Increase in patient satisfaction with provider and type of care provided |

HEALTH - \$6.2M

Invest in strategies to expand career pathways & representation in the healthcare field

| Strategy | Professional Careers in Healthcare |
|----------------------------|---|
| Department | Office of Economic Development |
| Amount | \$1.7m |
| Types of Activities Funded | <ul style="list-style-type: none">• Stakeholder process lead by BIPOC consultant to identify barriers in access to professional jobs (e.g. Doctors, Social Workers) and potential solutions• Awards for programs addressing barriers and opening career pathways |
| Outcomes | <ul style="list-style-type: none">• BIPOC workers start and retain professional careers in the healthcare field• Healthcare employers hire and retain BIPOC professionals |

HEALTH - \$6.2M

Invest in strategies to expand career pathways & representation in the healthcare field

| Strategy | Youth Healthcare Careers |
|----------------------------|--|
| Department | Office of Economic Development |
| Amount | \$500k |
| Types of Activities Funded | <ul style="list-style-type: none">• Career exploration activities, mentorships, internships, partnerships and apprenticeship pathways for BIPOC students (e.g. a short, employer-driven apprenticeship pathway program with a stipend)• Activities could include job shadows, field trips, and mentoring for healthcare careers |
| Outcomes | <ul style="list-style-type: none">• Black/African American youth are connected to careers in healthcare• Employer partners participate in programs to help BIPOC youth select career pathways in healthcare |

HOUSING - \$8.8M

Invest in the development of new, permanently affordable homes and supports for BIPOC homebuyers

| Strategy | Homeownership project development and homebuyer supports |
|----------------------------|--|
| Department | Office of Housing |
| Amount | \$4.625m |
| Types of Activities Funded | <ul style="list-style-type: none">• Development of new, permanently affordable homes• Targeted outreach to BIPOC households for ownership opportunities• Homebuyer readiness activities and homeowner support services |
| Outcomes | <ul style="list-style-type: none">• New, place-based, affordable homeownership developments• Land ownership retained by historically-rooted, BIPOC-led organizations through lease structure• BIPOC, low-income households who have experienced displacement or are at risk of displacement are able to purchase affordable homes in Seattle |



HOUSING - \$8.8M

Invest in anti-displacement strategy by supporting existing homeowners

| Strategy | Ownership Retention |
|----------------------------|--|
| Department | Office of Housing |
| Amount | \$875k |
| Types of Activities Funded | <ul style="list-style-type: none">• Stabilization resources to help existing homeowners stay in their home, such as connections to home repair, energy efficiency & clean heat, and property tax discount• Property development assistance, such as technical assistance on property development & rental operations, pre-development sources, construction loans, and design/permitting services |
| Outcomes | <ul style="list-style-type: none">• Homeowners have tools and supports to remain in their property• Homeowners successfully connect to stabilization resources• Homeowners receive education, technical assistance and financial support to develop their property & own rental property |



HOUSING - \$8.8M

Invest in strategies that support homeownership, including a lease-to-purchase homebuyer program

| Strategy | Lease to Own Program |
|----------------------------|--|
| Department | Office of Housing |
| Amount | \$250k |
| Types of Activities Funded | <ul style="list-style-type: none">• Consultant to study feasibility of scalable lease-to-own program, including legal research, policy barriers, solutions to consumer risk, the financial resources needed to implement such a program. |
| Outcomes | <ul style="list-style-type: none">• Consultant report to guide future program/policy development/investments to support equitable access to homeownership |

HOUSING - \$8.8M

Invest in strategies that support generational wealth building for BIPOC communities

| Strategy | Housing for apprentice occupations |
|----------------------------|---|
| Department | Office of Housing |
| Amount | \$250k |
| Types of Activities Funded | <ul style="list-style-type: none">• Consultant work to develop potential housing strategies/supports for apprenticed and pre-apprenticed occupations• Could include strategies for employer-supported housing strategies, that build upon or complement existing City rental housing and homeowner stabilization programs, and that align housing support with other place-based community needs |
| Outcomes | <ul style="list-style-type: none">• Consultant report to guide future program/policy development and investments, including research and evaluation of strategies focused on housing low- and moderate income apprentices and joint effort between City and labor partners to promote housing strategies to key healthcare stakeholders and employers in other sectors |

HOUSING - \$8.8M

Invest in strategies that support generational wealth building for BIPOC communities

| Strategy | WMBE and Priority Hire |
|----------------------------|--|
| Department | Finance and Administrative Services |
| Amount | \$1m |
| Types of Activities Funded | <ul style="list-style-type: none">• Technical assistance to WMBE firms to prepare for doing business with the City, such as how to identify and respond to City contracting opportunities and understand City contracting requirements (e.g. insurance and social equity), business development (e.g. financial literacy) and other services.• Wrap-around services to support construction apprenticeship training, such as childcare and other supports needed• Opportunities for retention of BIPOC apprentices and journey workers, including mentorship |
| Outcomes | <ul style="list-style-type: none">• # WMBE firms assisted• # BIPOC construction workers supported• Retention rate of BIPOC construction workers supported |



HOUSING - \$8.8M

Invest in strategies that support generational wealth building for BIPOC communities

| Strategy | Generational Wealth Education Program & Resource Portal |
|----------------------------|--|
| Department | Department of Neighborhoods |
| Amount | \$1.8m |
| Types of Activities Funded | <ul style="list-style-type: none">• Generational wealth education for BIPOC residents, artists and business owners about financial topics, including homeownership, property taxes, and asset management• Scoping, potential consultant work, and development of an online tool, such as a one-stop shop portal for public to find education, information, and support on financial issues, building on lessons learned from the Affordability Portal |
| Outcomes | <ul style="list-style-type: none">• People receive information or support at in-person engagements or curriculum events• People receive connections to information and services through the online platform |



Legislation Text

File #: CB 120147, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the financing of the General Fund; authorizing interfund loans up to a total amount of \$205,000,000 from multiple City Funds to the General Fund as bridge financing to be repaid from future tax proceeds and other anticipated revenues; and ratifying and confirming certain prior acts. WHEREAS, the 2021 Adopted Budget was balanced with \$214 million of revenues from the new payroll

expense tax adopted by Ordinance 126108; and

WHEREAS, Ordinance 126108 provided that in the first year the payroll expense tax payments are not due until January 31, 2022, after which the payroll expense tax will be collected on a quarterly basis; and

WHEREAS, the extension of the due date for 2021 payroll expense tax payments until 2022 has resulted in a cash flow delay to the General Fund, with the expectation that the General Fund will be in an extended negative cash flow position necessitating the authorization of an interfund loan; and

WHEREAS, Seattle Municipal Code subsection 5.06.030.C requires City Council approval by ordinance of any interfund loan for a duration of 90 days or more; and

WHEREAS, in the normal course of business the City may temporarily lend cash between funds to maintain required balances; and

WHEREAS, regarding use of the proceeds of this interfund loan for operating costs, the Director of Finance and the City Budget Director have determined that there is no viable alternative available for advancing a core City objective; and

WHEREAS, the Director of Finance and the City Budget Director have determined that this interfund loan request is consistent with the Debt Management Policies adopted by Resolution 31553; and

WHEREAS, the anticipated cash deficit in the General Fund could reach as much as \$200 million during the term of the interfund loan, and no single Fund in the City Treasury maintains sufficient cash reserves both to fully fund the proposed loan and still meet regular budgeted operating needs; and

WHEREAS, there is sufficient cash in several City Funds to support portions of the total loan to the General Fund and still meet regular budgeted operating needs; and

WHEREAS, funds loaned to the General Fund pursuant to this ordinance are anticipated to be repaid from future tax proceeds and other anticipated revenues;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City Council finds that there is no viable alternative to meet a core City objective, and therefore the Director of Finance is authorized to make one or more revolving loans of up to \$205,000,000 total principal and interest outstanding to the General Fund from one or more of the City Funds identified in Section 2 of this ordinance. Each loan is to be repaid by no later than December 31, 2022, with interest on the loan at the rate of return of the City's Consolidated Cash Pool. The entire principal and interest amount of the loan drawn is intended to be repaid with future tax proceeds and other anticipated revenues.

Section 2. To implement the loans authorized in Section 1, the following City Funds may be used as the source of cash loaned to the General Fund pursuant to Section 1 of this ordinance:

- A. Health Care Fund (10112),
- B. Move Seattle Levy Fund (10398),
- C. Families, Education, Preschool, and Promise Fund (17871),
- D. Seattle Park District Fund (19710),
- E. Transportation Benefit District Fund (19900),
- F. REET I Capital Projects Fund (30010),

G. REET II Capital Projects Fund (30020), and

H. Construction and Inspections Fund (48100).

Section 3. The Director of Finance may effectuate the loans authorized in this ordinance by transferring cash to the General Fund from one or more of the City Funds identified in Section 2 of this ordinance, or by carrying the General Fund in a negative cash position, in a total amount not to exceed \$205,000,000 until no later than December 31, 2022. The Director of Finance is further authorized to establish, and modify if necessary, from time to time, a repayment plan and schedule.

Section 4. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 5. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2021, and signed by me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

| Department: | Dept. Contact/Phone: | CBO Contact/Email: |
|--------------------|-----------------------------|---|
| City Budget Office | | Chloe Wilkes/ chloe.wilkes@seattle.gov |

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the financing of the General Fund; authorizing interfund loans up to a total amount of \$205,000,000 from multiple City Funds to the General Fund as bridge financing to be repaid from future tax proceeds and other anticipated revenues; and ratifying and confirming certain prior acts.

Summary and background of the Legislation: This legislation authorizes a revolving interfund loan of up to \$205 million principal and interest outstanding at one time to the General Fund (00100). The General Fund (00100) is entering an extended period of negative cash flow. Primarily, this is due to the payroll expense tax, which was newly implemented in 2021 and is expected to provide \$214 million in 2021 General Fund revenues. In 2021, the first year the tax is levied, the collection of the tax proceeds and corresponding cash will be due from taxpayers in January 2022. (Thereafter, the payroll expense tax will be collected quarterly.) The General Fund requires a bridge loan until the 2021 payroll expense tax proceeds are collected in first quarter 2022, and until cash flow returns to more normal patterns in 2022.

The City Budget Director and the Director of Finance have identified the potential cash deficit to be as high as \$200 million, depending on the timing of cash inflows and outflows. no single Fund in the City Treasury maintains sufficient cash reserves both to fully fund the proposed loan and still meet regular budgeted operating needs. To ensure that the General Fund can borrow the cash that it requires without straining the resources of a single Lending Fund, eight Funds will be authorized as potential Lending Funds. This ordinance grants the Director of Finance, or his designee, the authority to transfer cash to the General Fund from one or more of these designated Lending Funds. The Funds were selected as capable Lending Funds based upon analysis of cash balance histories, fund financial plans, and other considerations. Through the life of the requested interfund loan authority, FAS will closely monitor the balance sheets and income statements of the Lending Funds to ensure that interfund loan obligations do not affect the Fund's operations or program planning.

The designated Lending Funds are:

- Health Care Fund (10112)
- Move Seattle Levy Fund (10398)
- Families, Education, Preschool, and Promise Fund (17871)
- Seattle Park District Fund (19710)
- Transportation Benefit District Fund (19900)
- REET I Capital Projects Fund (30010)

- REET II Capital Projects Fund (30020)
- Construction and Inspections Fund (48100)

These Funds will receive the same interest earnings on all cash loaned to the General Fund as they would have earned if the cash had not been loaned. It is estimated that the General Fund will pay approximately \$1.9 million in interest charges to the Lending Funds during the life of the interfund loan. It is forecast that the General Fund will gradually return to its normal cash flow patterns through 2022, after all 2021 payroll expense tax proceeds are deposited into the General Fund as they are collected in first quarter 2022.

Any anticipated cash deficit resulting from the Payroll Tax fund legislation introduced as Council Bill 120118 will be evaluated and addressed through subsequent legislation.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes x No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes x No

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs? This legislation addresses accounting and audit concerns, but does not affect programs or services funded by the General Fund.

Is there financial cost or other impacts of *not* implementing the legislation? Yes. The City would potentially be in conflict with legal accounting and financial reporting requirements.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

Yes. Seattle Parks and Recreation, the Seattle Department of Transportation, the Department of Education and Early Learning, and the Seattle Department of Construction and Inspections manage City Funds that will be authorized to loan cash to the General Fund under the conditions of the interfund loan authorized by this ordinance. The interfund loan will be carefully managed so that there is no impact to the regular or emergent budget needs of the Lending Funds.

- b. Is a public hearing required for this legislation?** No.
- c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?** No.
- d. Does this legislation affect a piece of property?** No.
- e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?** None. This legislation addresses accounting and audit requirements but does not impact programs or services funded through the General Fund.
- f. Climate Change Implications**
 - 1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?** No.
 - 2. 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.** No.
- g. 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).** Not applicable.

List attachments/exhibits below: None.



Legislation Text

File #: CB 120139, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE granting Seattle Arena Company, LLC a permit to construct, maintain, and operate a tunnel under and across Thomas Street, east of 1st Avenue North and west of Warren Avenue North, and install permanently tensioned tie-backs in portions of Thomas Street, east of 1st Avenue North and west of 2nd Avenue North, for the life of the Climate Pledge Arena building lease; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

WHEREAS, on January 17, 2017, The City of Seattle (“City”) released a Request for Proposal (“RFP”) for the redevelopment of the arena at Seattle Center; and

WHEREAS, on April 12, 2017, Oak View Group, LLC (“OVG”) submitted to the City a proposal in response to the RFP that included removing the then-existing at-grade loading dock on the south side of the then-existing arena and constructing a new loading dock below grade, accessible by a subterranean vehicle tunnel under and across Thomas Street, east of 1st Avenue North and west of Warren Avenue North; and

WHEREAS, on June 7, 2017, the City selected OVG for the redevelopment of the arena (“Climate Pledge Arena”); and

WHEREAS, the City and OVG entered into a Memorandum of Understanding establishing the process for negotiating the definitive agreements between the parties, including the lease agreement (“Lease”), the development agreement (“Development Agreement”), and the integration agreement (“Integration Agreement”), and on September 24, 2018, these agreements were approved by the City Council in Ordinance 125669 and subsequently signed by the Mayor and OVG; and

WHEREAS, on November 2, 2018, OVG and Seattle Arena Company, LLC (“ArenaCo”) entered into an Assignment and Assumption Agreement by which ArenaCo was assigned and assumed OVG’s rights

and obligations related to OVG's application for a Significant Structure Term Permit; and

WHEREAS, ArenaCo applied for permission to construct a tunnel under and across Thomas Street, east of 1st Avenue North and west of Warren Avenue North, and install permanently tensioned tie-backs in portions of Thomas Street, east of 1st Avenue North and west of 2nd Avenue North, in the Uptown neighborhood; and

WHEREAS, the Seattle City Council adopted Resolution 31857 and conceptually approved the vehicle tunnel, and adopted Resolution 31888 amending the conceptual approval to include installing the permanently tensioned tie-backs in Thomas Street; and

WHEREAS, ArenaCo has met the obligations described in those resolutions; and

WHEREAS, the vehicle tunnel will provide an off-street loading dock area for large event trucks and typical event services to serve back-of-house operations, removing those activities from surface streets and reducing associated traffic impacts to the surrounding neighborhood, and avoiding impacts to pedestrian travel adjacent to the arena; and

WHEREAS, the permanently tensioned tie-backs ensure the structural integrity of Climate Pledge Arena; and

WHEREAS, the obligations of this ordinance remain in effect until: the ordinance term expires, or the structures are removed, or ArenaCo is relieved of the obligations by the Seattle Department of Transportation Director, or the Seattle City Council passes a new ordinance to renew the permission granted; and

WHEREAS, adopting this ordinance is the culmination of the approval process for the tunnel and the permanently tensioned tie-backs to legally occupy a portion of the public right-of-way, and the adopted ordinance is considered to be the permit; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. **Permission.** Subject to the terms and conditions of this ordinance, the City grants permission (also referred to in this ordinance as a "permit") to ArenaCo and its successors and assigns as approved by the

Director of the Seattle Department of Transportation (“Director”) according to Section 11 of this ordinance (the party named above and each such approved successor and assign is referred to as the “Permittee”), to construct, maintain, and operate a tunnel under and across Thomas Street, east of 1st Avenue North and west of Warren Avenue North, and install permanently tensioned tie-backs in portions of Thomas Street, east of 1st Avenue North and west of 2nd Avenue North (collectively referred to as “tunnel and permanently tensioned tie-backs”), adjacent in whole or in part to the property legally described below and referred to in this ordinance as the “Property”:

LOT 12, BLOCK 30, D.T. DENNY’S PLAN OF NORTH SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 41, IN KING COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF ALLEY VACATED BY CITY OF SEATTLE ORDINANCE NO. 117474 WHICH ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

AND PARCELS L, M, JJ AND KK OF THE CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3032466-LU, RECORDED UNDER RECORDING NO. 20181011900001 AND CORRECTED UNDER RECORDING NO. 20181030900005, RECORDS OF KING COUNTY, WASHINGTON;

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

Section 2. **Term.** The permission granted to the Permittee is for a term that begins on the effective date of this ordinance and terminates at 11:59 p.m. on the later date of the last day of the Initial Term, or if applicable, at the end of any Extension Term, as those terms are defined in the Lease.

Section 3. **Protection of utilities.** The permission granted is subject to the Permittee bearing the expense of any protection, support, or relocation of existing utilities deemed necessary by the owners of the utilities, and the Permittee being responsible for any damage to the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of the tunnel and permanently tensioned tie-backs, and for any consequential damages that may result from any damage to utilities or interruption in service caused by any of the foregoing.

Section 4. **Removal for public use or for cause.** The permission granted is subject to use of the street right-of-way or other public place (collectively, “public place”) by the City and the public for travel, utility

purposes, and other public uses or benefits. The City expressly reserves the right to deny renewal, or terminate the permission at any time before expiration of the initial term or any renewal term, and require the Permittee to remove the tunnel and permanently tensioned tie-backs, or any part thereof or installation on the public place, at the Permittee's sole cost and expense if:

- (a) The City Council determines by ordinance that the space occupied by the tunnel and permanently tensioned tie-backs is necessary for any public use or benefit or that the tunnel and permanently tensioned tie-backs interfere with any public use or benefit; or
- (b) The Director determines that use of the tunnel and permanently tensioned tie-backs has been abandoned; or
- (c) The Director determines that any term or condition of this ordinance has been violated, and the violation has not been corrected by the Permittee by the compliance date after a written request by the City to correct the violation, unless a notice to correct is not required due to an immediate threat to the health or safety of the public.

A City Council determination that the space is needed for, or the tunnel and permanently tensioned tie-backs interfere with, a public use or benefit is conclusive and final without any right of the Permittee to resort to the courts to adjudicate the matter.

Section 5. **Permittee's obligation to remove and restore.** If the City terminates the permission, the Permittee shall, at its own expense, remove the tunnel and permanently tensioned tie-backs and all of the Permittee's equipment and property from the public place and replace and restore all portions of the public place that may have been disturbed for any part of the tunnel and permanently tensioned tie-backs in as good condition for public use as existed prior to constructing the tunnel and permanently tensioned tie-backs and in at least as good condition in all respects as the abutting portions of the public place as required by Seattle Department of Transportation ("SDOT") right-of-way restoration standards.

Failure to remove the tunnel and permanently tensioned tie-backs as required by this section is a

violation of Chapter 15.90 of the Seattle Municipal Code (“SMC”) or successor provision; however, applicability of Chapter 15.90 does not preclude any remedies available to the City under this ordinance or any other authority. If the Permittee does not timely fulfill its obligations under this section, the City may in its sole discretion remove the tunnel and permanently tensioned tie-backs and restore the public place at the Permittee’s expense and collect such expense in any manner provided by law.

Upon the Permittee completing removal and restoration in accordance with this section, or upon the City’s completion of the removal and restoration and the Permittee’s payment to the City for the City’s removal and restoration costs, the Director shall issue a certification that the Permittee has fulfilled its removal and restoration obligations under this ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public interest, the Director may, in the Director’s sole discretion, conditionally or absolutely excuse the Permittee from compliance with all or any of the Permittee’s obligations under this section.

Section 6. **Repair or reconstruction.** The tunnel and permanently tensioned tie-backs shall remain the exclusive responsibility of the Permittee and the Permittee shall maintain the tunnel and permanently tensioned tie-backs in good and safe condition for the protection of the public. The Permittee shall not reconstruct or repair the tunnel and permanently tensioned tie-backs except in strict accordance with plans and specifications approved by the Director. The Director may, in the Director’s judgment, order the tunnel or permanently tensioned tie-backs reconstructed or repaired at the Permittee’s cost and expense because of: the deterioration or unsafe condition of the tunnel or permanently tensioned tie-backs; the installation, construction, reconstruction, maintenance, operation, or repair of any municipally owned public utilities; or for any other cause.

Section 7. **Release, hold harmless, indemnification, and duty to defend.** The Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense, attorneys’ fees, or damages of every kind and description arising out of or by reason of the tunnel and permanently tensioned tie-backs or this ordinance, including but

not limited to claims resulting from injury, damage, or loss to the Permittee or the Permittee's property.

The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents from and against all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only damages that may result from the sole negligence of the City, that may accrue to, be asserted by, or be suffered by any person or property including, without limitation, damage, death or injury to members of the public or to the Permittee's officers, agents, employees, contractors, invitees, tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

(a) the existence, condition, construction, reconstruction, modification, maintenance, operation, use, or removal of the tunnel and permanently tensioned tie-backs or any portion thereof, or the use, occupation, or restoration of the public place or any portion thereof by the Permittee or any other person or entity;

(b) anything that has been done or may at any time be done by the Permittee under this ordinance; or

(c) the Permittee failing or refusing to strictly comply with every provision of this ordinance; or arising out of or by reason of the tunnel and permanently tensioned tie-backs, or this ordinance in any other way.

If any suit, action, or claim of the nature described above is filed, instituted, or begun against the City, the Permittee shall upon notice from the City defend against or settle suit, action, or claim, with counsel acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment within 90 days after the action or suit has been finally determined and all appeals resolved, if determined adversely to the City; provided, that if Permittee's ability to defend the suit, action, or claim is precluded by the City's delay in providing Permittee with notice, then Permittee shall be relieved of its obligations under this Section 7. If it is determined by a court of competent jurisdiction that Revised Code of Washington (RCW) 4.24.115 applies to this ordinance, then in

the event claims or damages are caused by or result from the concurrent negligence of the City, its agents, contractors, or employees, and the Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permittee or the Permittee's agents, contractors, or employees.

Section 8. **Insurance.** For as long as the Permittee exercises any permission granted by this ordinance and until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, and Permittee shall ensure that its contractors and subcontractors of all tiers shall maintain in full force and effect, insurance and/or self-insurance that protects the Permittee and the City from claims and risks of loss from perils that can be insured against under commercial general liability (CGL) insurance policies in conjunction with:

- (a) Construction, reconstruction, modification, operation, maintenance, use, existence, or removal of the tunnel and permanently tensioned tie-backs or any portion thereof, as well as restoration of any disturbed areas of the public place in connection with removal of the tunnel and permanently tensioned tie-backs;
- (b) The Permittee's activity upon or the use or occupation of the public place described in Section 1 of this ordinance; and
- (c) Claims and risks in connection with activities performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements are CGL insurance written on an occurrence form at least as broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance coverage to be placed with an insurer admitted and licensed to conduct business in Washington State or with a surplus lines carrier pursuant to chapter 48.15 RCW. If coverage is placed with any other insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is subject to approval by the City's Risk Manager.

Minimum limits of liability shall be \$5,000,000 per Occurrence; \$10,000,000 General Aggregate;

\$5,000,000 Products/Completed Operations Aggregate, including Premises Operations; Personal/Advertising Injury; Contractual Liability, and may be in any combination of primary and umbrella/excess liability policies. Coverage shall include “The City of Seattle, its officers, officials, employees, and agents” as additional insureds for primary and non-contributory limits of liability subject to a Separation of Insureds clause.

If the construction, reconstruction, modification, operation, maintenance, use, existence, or removal of the tunnel and permanently tensioned tie-backs is contracted, applicable minimum coverages and limits of liability may be evidenced by any contractor or subcontractor provided that such insurance fully meets the applicable requirements set forth herein.

Notwithstanding, Permittee shall have authority to determine and adjust insurance coverage and limits for contractor or subcontractors provided that any adjustment or modification to subcontractor insurance requirements shall not reduce or modify Permittee’s obligations under this Agreement.

A. Commercial General Liability (CGL) insurance. CGL insurance must include coverage for:

1. Premises/Operations
2. Products/Completed Operations
3. Personal/Advertising Injury
4. Contractual
5. Independent Contractors
6. Stop Gap (unless insured as Employers Liability under Part B of a Workers

Compensation Insurance Policy)

7. Per project aggregate per ISO CG 25 03 (Aggregate Limits of Insurance per Project) or Equivalent
8. Blasting (if explosives are used in the performance of the Project)

Such insurance must provide a minimum limit of liability of \$5,000,000 each Occurrence

Combined Single Limit Bodily Injury and Property Damage (CSL) except \$1,000,000 each Offense

Personal/Advertising Injury and \$1,000,000 each Accident/Disease - Policy Limit/Disease - each Employee Stop Gap or Employers Liability, \$5,000,000 Products/Completed Operations and \$10,000,000 General Aggregate and includes the following:

a. Products and Completed Operations Additional Insured. Permittee's, its contractor's or subcontractor's CGL insurance must include the City as an additional insured for Products and Completed Operations by providing additional insured status on the ISO CG 20 10 11 85 or CG 20 37 endorsement, or by an equivalent policy or endorsement provision. The Products and Completed Operations additional insured status for the City must remain in effect for not less than three years following the Physical Completion Date or Final Acceptance of the Project (as applicable) by the City.

b. XCU and Subsidence Perils Not Excluded. Permittee's, its contractor's or subcontractor's CGL insurance must not exclude perils generally known as XCU (Explosion, Collapse and Underground Property Damage), Subsidence, Absolute Earth Movement (except as respects earthquake peril only) or any equivalent peril.

B. Automobile Liability Insurance. Automobile Liability for owned, non-owned, hired, and leased vehicles, as applicable, with a minimum limit of liability of \$1,000,000 CSL. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.

C. State of Washington Statutory Workers' Compensation Insurance. Permittee, its contractors or subcontractors must comply with Workers' Compensation coverage as required by Title 51 RCW (Industrial Insurance).

D. Contractor's Pollution Liability Insurance. Permittee, its contractors or subcontractors shall provide a Pollution Liability policy for pollutants that are or may be remediated on- or off-site covering claims, including investigation, defense, or settlement costs and expenses that involve bodily injury and property damage (including natural resources damages and loss of use of tangible property that has not been physically

injured) covering:

1. Pollution conditions caused or made worse by Permittee, its contractors or subcontractors, including clean-up costs for a newly caused condition or a historical condition that is made worse.
2. In-Transit Pollution Liability.
3. The vicarious liability of contractors or subcontractors of any tier.

Such Pollution Liability insurance shall provide a minimum limit of liability of \$5,000,000 each claim with a minimum aggregate limit of 200% of each claim limit. There shall be no requirement for a dedicated project aggregate limit provided that Permittee, its contractors or subcontractors shall (1) cause to be submitted to the City prior to the Notice to Proceed date with its insurance certification a written statement from its authorized insurance representative that the full minimum aggregate limit is available and has not been impaired by any claims reserved on another project, and (2) thereafter, until the completion of the Project, Permittee, its contractors or subcontractors shall provide notice in writing to the City within ten days of Permittee's, contractor's or subcontractor's constructive knowledge of any pending or actual impairment of the aggregate limit. If In-Transit Pollution Liability is required but it is not provided under the Automobile Liability, then Permittee, its contractors or subcontractors must provide evidence of In-Transit Pollution Liability transportation coverage under Permittee's, its contractor's or subcontractor's Pollution Liability policy.

E. Umbrella or Excess Liability Insurance. Permittee, its contractors or subcontractors shall provide minimum Excess or Umbrella Liability coverage limits of \$5,000,000 each occurrence in excess of the primary CGL and Automobile liability insurance limits specified in this Section 8. The minimum total limits requirement of \$5,000,000 may also be satisfied with primary CGL and/or Automobile liability insurance limits or any combination of primary and excess/umbrella limits.

F. Prior to mobilization on-site of its contractor or any subcontractor of any tier, Permittee shall

maintain, or cause to be maintained by its contractor, not at City's expense, Builder's Risk Property insurance, and Permittee shall ensure that such insurance shall be in effect at all times during new construction or structural alteration and not be terminated until the physical completion thereof. Such insurance shall:

1. Cover all portions of the Property, including all new structures and existing structures that are to be structurally altered (but excluding existing structures to be demolished) and all materials, equipment, supplies and temporary structures being built or stored at or near the construction site, or while in transit;
2. Provide "All Risk" coverage in an amount equal to the current 100% completed value replacement cost of all property required to be covered, including the value of existing structures that have been structurally altered (including allowance for "soft costs") against loss from the perils of fire and other risks of direct physical loss not less broad than provided by the insurance industry standard Causes of Loss - Special Form CP 10 30;
3. Include Delay of Opening (loss of income) Endorsement equal to 100% of projected gross annual rents, Soft Cost Endorsement (indemnification of finance charges) and Permission to Occupy Endorsement (permission is automatically granted for occupancy of the insured project for the purpose it was intended);
4. If so required in writing by the City, include earth movement including earthquake and flood perils and such other endorsements and coverages as the City may from time to time reasonably require and any other insurance required by law or by the terms of this ordinance; and
5. Remain in force until coverage for Permittee's Permanent Property Insurance complying with this Section 8 is bound.
6. Payment of deductibles are the responsibility of Permittee, its contractor or subcontractors except for (i) earth movement including earthquake or flood claims, or (ii) all risks claims to the extent damage is not caused by the negligent acts of Permittee, its contractor or any subcontractor.

7. Include The City of Seattle as loss payee as its interest may appear.
8. Endorsed to cover the interests, as they may appear, of contractors and subcontractors of all tiers.

General Conditions (Not Applicable to Washington State Workers Compensation)

(a) Failure on the part of Permittee, its contractors or subcontractors to maintain the insurance as required constitutes a material breach of ordinance, on which the City may, after giving five business days' notice to Permittee, its contractor or subcontractor to correct the breach, may immediately terminate the ordinance or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

(b) Any deductible in excess of \$50,000 or self-insured retention (SIR) in excess of \$50,000 that is not fronted by an insurer must be disclosed and is subject to the City's approval. Upon request by the City, Permittee, its contractors or subcontractors must furnish financial information that the City may reasonably require to assess Permittee's, its contractor's or subcontractor's risk bearing capacity, and must provide a written statement that Permittee, its contractors or subcontractors will defend and indemnify the City against any claim within Permittee's, its contractor's or subcontractor's SIR and is responsible for the cost of any payments for defense and indemnity falling within the SIR at least to the same extent that coverage would be afforded to the City under the relevant insurance policy meeting the requirements stated herein.

(c) Security of Insurers. Insurers shall be licensed to do business in the State of Washington and shall maintain not less than an A- VII A.M. Best's rating unless coverage is procured as surplus lines under chapter 48.15 RCW ("Unauthorized Insurers").

(d) Cancellation. Coverage shall not be cancellable without at least 30 days' advance written notice of cancellation, except ten days' notice with respect to cancellation for non-payment of premium.

(e) Waiver of Subrogation. CGL, Auto, and Employer's Liability insurance required to be maintained by Permittee hereunder shall contain a waiver of subrogation in favor of the City.

(f) CGL Insurance Additional Insured. CGL insurance maintained by Permittee shall include “The City, its officers, elected officials, employees, agents, and volunteers” as additional insureds for primary and non-contributory limits of liability per the ISO CG 20 26 11 85 designated additional insured endorsement or its equivalent with products-completed operations additional insured status for not less than six years following physical completion.

(g) Certificates of Insurance. The Permittee shall each deliver to the City Certificates of Liability Insurance issued in conformance with prevailing established market practice evidencing compliance with the minimum levels of coverages and limits of liability and meeting general conditions stated herein, including but not limited to provision for notice of cancellation as specified herein.

(h) At any time upon the City’s request, Permittee, its contractors or subcontractors must forward to the City a true and certified copy of any insurance policy(s).

(i) No Limitation of Liability. The limits of insurance coverage specified herein in Section 8, Insurance, are minimum limits of insurance coverage only and shall not be deemed to limit the liability of Permittee’s insurer except as respects the stated limit of liability of each policy. Where required to be an additional insured, The City of Seattle shall be so for the full limits of insurance coverage required by the City, whether such limits are primary, excess, contingent or otherwise. Any limitations of insurance liability shall have no effect on Permittee’s obligation to indemnify the City.

(j) This Section 8 must survive the expiration or earlier termination of this ordinance.

Within 60 days after the effective date of this ordinance, the Permittee shall provide to the City, or cause to be provided, certification of insurance coverage including an actual copy of the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to SDOT at an address as the Director may specify in writing from time to time. The Permittee shall provide a certified complete copy of the insurance policy to the City promptly upon request.

If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager may be submitted in lieu of the insurance coverage certification required by this ordinance, if approved in writing by the City's Risk Manager. The letter of certification must provide all information required by the City's Risk Manager and document, to the satisfaction of the City's Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in force. After a self-insurance certification is approved, the City may from time to time subsequently require updated or additional information. The approved self-insured Permittee must provide 30 days' prior notice of any cancellation or material adverse financial condition of its self-insurance program. The City may at any time revoke approval of self-insurance and require the Permittee to obtain and maintain insurance as specified in this ordinance.

In the event that the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in effect the insurance required under this section until the Director has approved the assignment or transfer pursuant to Section 11 of this ordinance.

Section 9. Contractor insurance. The Permittee shall contractually require that any and all of its contractors performing work on any premises contemplated by this permit name "The City of Seattle, its officers, officials, employees and agents" as additional insureds for primary and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance and/or self-insurance. The Permittee shall also include in all contract documents with its contractors a third-party beneficiary provision extending to the City construction indemnities and warranties granted to the Permittee.

Section 10. Satisfaction of insurance and bond requirements. The insurance requirements of Section 8 and Section 9 of this ordinance may be satisfied by Permittee's compliance with the requirements of Exhibit G of the Lease; provided, that if the policy limits in Exhibit G of the Lease are different than those required by this ordinance, the policy limits described in this ordinance shall control. The Director may adjust minimum liability insurance levels and require surety bond requirements during the term of this permission. If the Director determines that an adjustment is necessary to fully protect the interests of the City, the Director shall

notify the Permittee of the new requirements in writing. The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted insurance and surety bond levels to the Director.

Section 11. Conditions of assignment or transfer. Upon the satisfaction of the Transfer Conditions (defined below), Permittee may, without obtaining the consent of the Director, assign, sublease, or transfer all or part of its leasehold interest in the Property and the rights conferred in this ordinance (a “Permitted Transfer”) to an affiliate or third-party transferee (each a “Transferee”). “Transfer Conditions” means that (a) the Transferee has accepted in writing all of the terms and conditions of the permission granted by this ordinance together with an acknowledgement that the use of the tunnel and permanently tensioned tie-backs shall not be modified by the Transferee (the “Acknowledgement”) and (b) the Acknowledgement has been delivered to the Director before the Permitted Transfer. From and after satisfaction of the Transfer Conditions, the Transferee shall be conferred with the rights and obligations originally granted to Permittee by this ordinance. The Permittee shall not mortgage, pledge, or encumber the Permittee’s rights granted by this ordinance (an “Encumbrance”) without obtaining the Director’s consent, which consent shall not be unreasonably withheld or conditioned. The Director may approve an Encumbrance by a third-party beneficiary (“Beneficiary”) if: the Beneficiary has delivered to the Director a subordination and non-disturbance agreement acknowledging this ordinance; that Beneficiary’s interest with respect to the Property and related Encumbrance are junior, inferior, subordinate, and subject in right, title, interest, lien, encumbrance, priority and all other respects to this ordinance; Permittee has provided the bond and certification of insurance coverage required under this ordinance; and Permittee has paid any fees due under Sections 12 and 14 of this ordinance.

Section 12. Inspection fees. The Permittee shall, as provided by SMC Chapter 15.76 or successor provision, pay the City the amounts charged by the City to inspect the tunnel and permanently tensioned tie-backs during construction, reconstruction, repair, annual safety inspections, and at other times deemed necessary by the City. An inspection or approval of the tunnel and permanently tensioned tie-backs by the City shall not be construed as a representation, warranty, or assurance to the Permittee or any other person as to the

safety, soundness, or condition of the tunnel and permanently tensioned tie-backs. Any failure by the City to require correction of any defect or condition shall not in any way limit the responsibility or liability of the Permittee.

Section 13. **Inspection reports.** The Permittee shall submit to the Director, or to SDOT at an address specified by the Director, an inspection report that:

- (a) describes the physical dimensions and condition of all load-bearing elements;
- (b) describes any damages or possible repairs to any element of the tunnel and permanently tensioned tie-backs;
- (c) prioritizes all repairs and establishes a timeframe for making repairs; and
- (d) is stamped by a professional structural engineer licensed in the State of Washington.

A report meeting the foregoing requirements shall be submitted within 60 days after the effective date of the ordinance; subsequent reports shall be submitted every two years, provided that in the event of a natural disaster or other event that may have damaged the tunnel or permanently tensioned tie-backs, the Director may require that additional reports be submitted by a date established by the Director. The Permittee has the duty of inspecting and maintaining the tunnel and permanently tensioned tie-backs. The responsibility to submit structural inspection reports periodically or as required by the Director does not waive or alter any of the Permittee's other obligations under this ordinance. The receipt of any reports by the Director shall not create any duties on the part of the Director. Any failure by the Director to require a report, or to require action after receipt of any report, shall not waive or limit the Permittee's obligations.

Section 14. **Annual fee.** Beginning on the effective date of this ordinance the Permittee shall pay an Issuance Fee, and annually thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an Annual Renewal Fee. All payments shall be made to the City Finance Director for credit to the Transportation Fund.

In consideration of the Memorandum of Understanding between OVG and the City, and the Lease

Agreement, the Development Agreement, and the Integration Agreement, as approved by the City Council by Ordinance 125669, the City will not charge ArenaCo the Annual Use and Occupation Fee for the tunnel and permanently tensioned tie-backs for the term of this permit.

Section 15. **Compliance with other laws.** The Permittee shall construct, maintain, and operate the tunnel and permanently tensioned tie-backs in compliance with all applicable federal, state, County and City laws and regulations. Without limitation, in all matters pertaining to the tunnel and permanently tensioned tie-backs, the Permittee shall comply with the City's laws prohibiting discrimination in employment and contracting including Seattle's Fair Employment Practices Ordinance, Chapter 14.04, and Fair Contracting Practices Code, Chapter 14.10 (or successor provisions).

Section 16. **Acceptance of terms and conditions.** The Permittee shall provide evidence of insurance coverage required by Section 8 of this ordinance and the covenant agreement required by Section 17 of this ordinance.

Section 17. **Obligations run with the Property and the leasehold estate.** The obligations and conditions imposed on the Permittee by this ordinance are covenants that bind Permittee and any Transferee. The Permittee shall, within 60 days of the effective date of this ordinance, and before any Permitted Transfer, deliver to the Director the Covenant Agreement. The "Covenant Agreement" shall be based on a form to be supplied by the Director, reference this ordinance by its ordinance number, reflect and memorialize Permittee's agreement with the obligations and conditions set forth in this ordinance, be signed and acknowledged by the Permittee, and recorded with the King County Recorder's Office and filed with the City Clerk.

Section 18. **Section titles.** Section titles are for convenient reference only and do not modify or limit the text of a section.

Section 19. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2021, and signed by
me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
|--------------------------------------|-----------------------------|------------------------------|
| Seattle Department of Transportation | Amy Gray/206-386-4638 | Christie Parker/206-684-5211 |

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE granting Seattle Arena Company, LLC a permit to construct, maintain, and operate a tunnel under and across Thomas Street, east of 1st Avenue North and west of Warren Avenue North, and install permanently tensioned tie-backs in portions of Thomas Street, east of 1st Avenue North and west of 2nd Avenue North, for the life of the Climate Pledge Arena building lease; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Summary and background of the Legislation:

This legislation would allow Seattle Arena Company, LLC permission to construct, maintain, and operate a tunnel under and across Thomas Street, east of 1st Avenue North and west of Warren Avenue North, and install permanently-tensioned tie-backs in portions of Thomas Street, east of 1st Avenue North and west of 2nd Avenue North, for the life of the Climate Pledge Arena building lease. The lease term is for 39 years with two optional additional 8-year extensions. The legislation specifies the conditions under which permission is granted.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

| Appropriation change (\$): | General Fund \$ | | Other \$ | |
|--------------------------------|-------------------------|------|------------------------|------|
| | 2021 | 2022 | 2021 | 2022 |
| | \$0 | \$0 | \$0 | \$0 |
| Estimated revenue change (\$): | Revenue to General Fund | | Revenue to Other Funds | |
| | 2021 | 2022 | 2021 | 2022 |
| | \$0 | \$0 | | TBD |
| Positions affected: | No. of Positions | | Total FTE Change | |
| | 2021 | 2022 | 2021 | 2022 |
| | | | | |

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

No.

Is there financial cost or other impacts of *not* implementing the legislation?

If the legislation is not enacted by City Council, the Climate Pledge Arena will not be able to use a below-grade vehicle tunnel to provide back-of-house operations for typical events at the new arena. Additionally, if this Council Bill is not approved, the permanently-tensioned tie backs would have to be removed from Thomas Street. Both of these circumstances would cause a construction delay to for opening the arena on schedule.

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 | 2021 Revenue | 2022 Estimated Revenue |
|-----------------------------|-------------|-----------------------|---------------------|-------------------------------|
| | | | | |
| TOTAL | | | | |

Is this change one-time or ongoing?

Revenue/Reimbursement Notes:

3.c. Positions

☐ This legislation adds, changes, or deletes positions.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

b. Is a public hearing required for this legislation?

No.

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

d. Does this legislation affect a piece of property?

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

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

This legislation does not have any implications for the principles of the Race and Social Justice Initiative and does not impact vulnerable or historically disadvantaged communities.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

N/A

2. 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

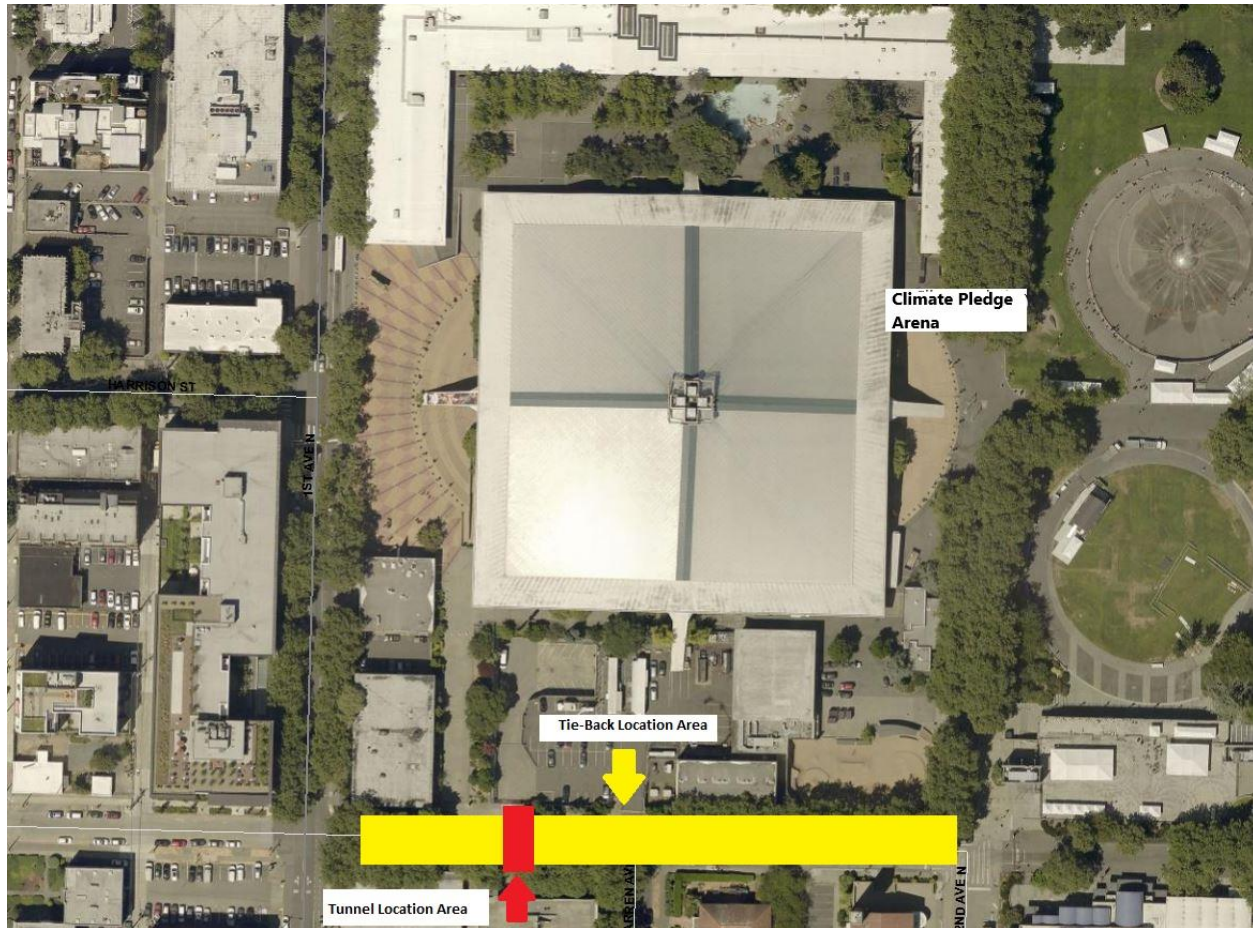
g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?

N/A

List attachments/exhibits below:

Attachment A – Climate Pledge Arena Tunnel and Tie-Backs Area Map

Climate Pledge Arena Tunnel and Tie-Backs Area Map



Map is for informational purposes only and is not intended to modify or supplement the legal description(s) in the Ordinance.



Legislation Text

File #: CB 120140, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Parks and Recreation (SPR); authorizing the acquisition of real property commonly known as 3638 34th Avenue South; authorizing acceptance of a recording of the deed for open space, park, and recreation purposes; and ratifying and confirming certain prior acts.

WHEREAS, Ordinance 122749 authorized the 2008 Parks and Green Spaces Levy and identified the North

Rainier Hub Urban Village as a target for acquisition funding due to its identification in the Parks and

Recreation 2006 Development Plan and Gap Analysis as being deficient in open space relative to the

City's comprehensive plan goals; and

WHEREAS, Ordinance 123709 authorized the purchase of the property commonly known as 3640 35th Avenue

South for open space, park, and recreation purposes; and

WHEREAS, said property, being 6,650 square feet in size, did not meet Seattle Parks and Recreation's (SPR)

10,000-square-foot minimum size requirement for filling a park, recreation, and open space service gap;

and

WHEREAS, in August 2014, voters approved Proposition 1, creating a metropolitan park district contiguous

with the borders of the city of Seattle, known as the Seattle Park District, as permitted under Chapter

35.61 RCW; and

WHEREAS, Ordinance 124868 authorized the purchase of the property commonly known as 3650 34th Avenue

South, being 25,920 square feet in size, for open space, park, and recreation purposes; and

WHEREAS, public park development planning between SPR and the community revealed a desire on the part

of park users to increase the utility of the park site and create a gateway entrance at the corner of 34th

Avenue South and South Charlestown Street through the purchase of an additional parcel; and

WHEREAS, Ordinance 125537 authorized the purchase of the property commonly known as 3656 34th Avenue

South, being 6,617 square feet in size, for open space, park and recreation purposes; and

WHEREAS, said land assemblage resulted in a land-banked park site 39,187 square feet in size (0.90 acres);

and

WHEREAS, the 2017 Park Plan used race, equity and health, poverty and income, and population density

mapping, among other criteria, to help identify priority areas for the Long-Term Acquisition Strategy;

and

WHEREAS, the 2017 Park Plan identified the North Rainier Hub Urban Village as having among the highest

occurrence levels in the city of obesity, diabetes, and lack of physical activity, based on socio-economic

data correlated with health data; and

WHEREAS, SPR's public park development planning process, with the adjoining community comprised of

residents of dense multifamily housing built for large families and seniors, revealed a desire on the part

of the future park users to increase the utility of the park site and create a gateway entrance at the corner

of 34th Avenue South and South Charlestown Street through the purchase of an additional parcel; and

WHEREAS, the 2017 Park Plan identifies a neighborhood park as being between 0.25 and 9 acres in size; and

WHEREAS, at 39,187 square feet, the existing park site exceeds the 10,000-square-foot minimum size to meet

walking distance criteria to fill a service gap; however, it is too small to provide features and

programming to address the existing equity and health disparities compared to other areas of the city;

and

WHEREAS, there exists an opportunity, with a willing seller, to execute the final acquisition of an adjoining

12,960-square-foot parcel at 3638 34th Avenue South, which could enhance connectivity both to the

senior residents to the north and the immediate surrounding neighbors, and create an urban park that

will provide this growing multi-generational neighborhood with breathing space, open space, and active

space; and

WHEREAS, this acquisition would complete almost ten years of property assemblage and result in a park site of significant size at 1.20 acres (52,147 square feet) that would be difficult to replicate in this competitive real estate market; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of Parks and Recreation (“Superintendent”), or the Superintendent’s designee, is authorized, on behalf of The City of Seattle, to acquire the following described real property, situated in the City of Seattle, County of King, State of Washington, and commonly known as the property at 3638 34th Avenue South (“Property”), together with all rights, privileges, and other property pertaining thereto, for open space, park, and recreation purposes:

The land referred to hereinbelow is situated in the County of King, State of Washington, and is described as follows:

LOTS 3 AND 4 AND LOTS 17 AND 18 IN BLOCK 44, C.D. HILLMAN’S PLAT OF RAINIER BOULEVARD GARDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON.

Section 2. The Superintendent, or the Superintendent’s designee, is authorized to execute and perform on behalf of The City of Seattle a Real Estate Purchase and Sale Agreement (“Agreement”) with the seller substantially in the form of Attachment 1 to this ordinance, by which the City will acquire the Property in exchange for a purchase price not to exceed \$2,000,000, as supported by an appraisal, negotiation, and other promises set forth in the Agreement; and to accept a deed for the Property consistent with the terms of the Agreement by executing a Deed Acceptance Certificate substantially in the form of Attachment 2 to this ordinance.

Section 3. The Property shall be placed under the jurisdiction of Seattle Parks and Recreation.

Section 4. Any act consistent with the authority of this ordinance taken prior to its effective date is

ratified and confirmed.

Section 5. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within 10 days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2021, and signed by me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Attachment 1 - Agreement for Purchase and Sale of Real Property

Attachment 2 - Deed Acceptance Certificate

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into by and between THE CITY OF SEATTLE, a Washington municipal corporation (“Buyer”), and BLUEPRINT CAPITAL SERVICES LLC, a Washington limited liability company (“Seller”), as of the date this Agreement has been executed by both Buyer and Seller (“Effective Date”). Seller and Buyer may be referred to hereinafter individually as “Party” or collectively as the “Parties.”

Whereas, Seller is in contract to purchase Property and acquire it on or before June 30, 2021; and

Whereas, Buyer and Seller wish to enter into this agreement for the Buyer’s purchase of the property after Seller demolishes the existing building and performs site remediation;

NOW THEREFORE,

Intending to be legally bound, for good and valuable consideration, including the mutual covenants and promises of the parties, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. Property. The “Property” subject to this Agreement consists of all of the following:

1.1. That certain tract and parcel of vacant real property located at 3638 34th Avenue South, Seattle, WA 98144, Tax Parcel Number 335740-0085, and more particularly and legally described in Exhibit A and depicted in the map in Exhibit B, attached together with all buildings, structures and other permanent improvements, if any, thereon (the “Real Property”).

1.2. To the extent assignable, all rights, privileges, covenants and easements appurtenant to the Real Property, including without limitation all minerals, oil, gas and other hydrocarbon rights on or associated with the land, all development rights, air rights, and any and all appurtenances used in connection with the beneficial use and enjoyment of the Real Property (collectively, the “Appurtenances”).

1.3. All of the property referred to in this Agreement as the “Property” or “Real Property.”

2. Purchase. Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms, covenants and conditions set forth in this Agreement.

3. Purchase Price.

3.1. Amount. The purchase price (“Purchase Price”) for the Property is Two Million and no/100 Dollars (\$2,000,000.00).

3.2. Payment. Buyer shall pay Seller the Purchase Price at Closing. All references to dollars shall mean those amounts in United States currency.

3.3 Deposit. Within ten (10) days of the Effective Date, Buyer will open an escrow account with First American Title Company, 16340 SE 256th St. #B200, Covington, WA 98042 (referred to

hereafter as “Escrow Holder” or “Title Company”) and shall deliver to Escrow Holder Five Thousand and NO/100 Dollars (\$5,000.00) (the “Deposit”) in immediately available funds, together with the original of the fully executed Agreement. Escrow Holder shall place the Deposit in an interest-bearing account for the benefit of the Parties. Escrow Holder shall apply or disburse the Deposit together with interest, if any, as provided in this Agreement. At Closing, Escrow Holder shall apply the Deposit together with interest, if any, to the Purchase Price.

4. Title.

4.1. Condition of Title. Seller shall convey to Buyer a statutory warranty deed, subject only to the Permitted Exceptions (defined in Subsection 4.3 below). Consistent with the Condition of Title in this section, Seller agrees that Title insurance to the Property shall be issued as a standard owner’s policy of title insurance, unless Buyer elects to obtain an ALTA extended coverage owner’s policy as provided in Section 4.2 below.

4.2. Title Insurance Commitment. Buyer has obtained a current title insurance commitment issued by Title Company, No. 4209-3567706, dated August 20, 2020 (“Commitment”). Buyer may elect to obtain a 2006 ALTA Owner’s Extended Coverage Policy of title insurance (the “Title Policy”). If required by the Title Company to issue an extended coverage owner’s ALTA title insurance policy, Buyer shall obtain a survey and title updates for an extended policy at its own expense. Seller shall provide the ALTA affidavits required under Section 8.1(c).

4.3. Permitted Exceptions. Those exceptions to title listed on Exhibit C attached hereto, if any, together with any additional exceptions to title approved in writing by Buyer constitute permitted exceptions (“Permitted Exceptions”). Seller, at its sole cost and expense, shall remove all exceptions other than Permitted Exceptions.

5. Conditions Precedent.

5.1. Conditions Precedent to Buyer’s Obligation to Purchase. Buyer’s obligations with respect to purchase of the Property and the Closing are subject to fulfillment, or waiver thereof by Buyer in writing, of all conditions contained within this Agreement (“Buyer’s Conditions Precedent”), including the following, not later than the Closing Date (unless an earlier date is specified):

(a) Seller in Title. The Seller owns the Property.

(b) Title Policy. The Title Company shall be prepared to issue the Title Policy in the amount of the Purchase Price subject only to preprinted general exceptions contained in the Commitment and Permitted Exceptions (defined Subsection 4.3 above).

(c) Moratorium. No reassessment, reclassification, rezoning or other change to the zoning of Property by judicial or administrative decision or proceedings (including amendments and modifications of any of the foregoing) pending or proposed to be imposed by any governmental or quasi-governmental authority or any public or private utility having jurisdiction over the Property shall have occurred that would adversely impact Buyer’s intended use of the Property.

(d) Zoning; Survey. There are no uncured violations of zoning ordinances or other laws, ordinances or restrictions applicable to the Property, and there are no encroachments upon the Property other than as shown on the survey by Duncanson Company, Inc. dated April 9, 2019, a copy of which has been provided to Buyer.

(e) Noncompliance - Violation. Existing uses of the Property are in full compliance with all applicable zoning laws (and applicable variances) and any other local, municipal, regional, state or federal requirements, and the improvements on the Property comply with all applicable building, safety, health, zoning, environmental, subdivision and other laws, ordinances and regulations.

(f) No Actions or Proceedings. There is no action or proceeding pending or threatened, with respect to the title, ownership, maintenance, use or operation of the Property.

(g) No Environmental Violations. The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under, above or about the Property, including but not limited to soil and groundwater conditions.

(h) Representations, Warranties and Covenants of Seller. Seller shall have performed each agreement to be performed by Seller under this Agreement, and Seller's representations and warranties in this Agreement shall be true and correct as of Closing.

(i) No Adverse Changes. As of Closing, there shall have been no adverse change in the physical condition of the Property from the date of this Agreement.

(j) Seller's Deliveries. Seller shall have delivered each of the items described (and no later than the delivery time specified) in Subsection 6.1 to Buyer and in Subsection 8.1 to Escrow Holder.

(k) Investigation. Buyer shall have notified Seller that the condition stated in Subsection 6.3 has been satisfied or waived within the time period required therein.

(l) Ordinance. On or before the Closing Date, an ordinance shall be in effect authorizing the transaction contemplated in this Agreement and appropriating funds to complete this transaction.

(m) No Seller Bankruptcy. If at any time prior to Closing, (i) there shall be filed against or by Seller a petition in bankruptcy or insolvency or a petition seeking to effect any plan or other arrangement with creditors or seeking the appointment of a receiver and the same is not discharged or dismissed before Closing; (ii) a receiver or liquidator is appointed for all or substantially all of Seller's property; (iii) or Seller makes an assignment for the benefit of creditors or takes any other similar action for the benefit or protection of creditors, then Buyer shall have the right in its sole and absolute discretion and in addition to all other remedies available to Buyer pursuant to this Agreement or at law or in equity to cancel and terminate this Agreement after which the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement.

(n) Debris and Personal Property. On the Date of Closing, the Property shall be free of garbage, waste, debris, and personal property. Seller holds Buyer harmless from all claims and expenses arising from removal and disposal of garbage, waste, debris, and personal property.

(o) Demolition and Remediation. On the Date of Closing, Seller will have demolished the existing building, performed site remediation (including proper removal and disposal of any Underground Storage Tanks encountered during site remediation, and delivered confirmation documents, including, but not limited to inspection reports, confirmation testing, disposal receipts and an Independent Remedial Action Report, seven (7) days prior, to the satisfaction of Buyer, and Buyer will have performed a final inspection of the Property.

5.2. Benefit of Buyer. The Buyer's Conditions Precedent is solely for the benefit of Buyer and may be waived only in writing by Buyer. Buyer shall have the right to waive any condition. The waiver by Buyer of any condition in any specific circumstances shall not be a waiver of such condition with respect to any other circumstances or a waiver of any other condition and shall not relieve Seller of any liability or obligation with respect to any representation, warranty, covenant or agreement of Seller, unless the waiver expressly so provides.

5.3. Termination. If any Buyer's Condition Precedent is not satisfied or waived prior to Closing (or such earlier date as provided elsewhere in this Agreement), then Buyer, in Buyer's sole discretion, shall have the right to terminate this Agreement by written notice to Seller and Escrow Holder, and the parties shall have no further obligations under this Agreement, except that Buyer shall be entitled to return of the Deposit together with interest, if any, and Seller and Buyer shall be entitled to return of any documents deposited with Escrow Holder.

6. Investigation of the Property.

6.1. Seller's Initial Deliveries. Within seven (7) days after the Effective Date, Seller shall, at its sole expense, deliver to Buyer (a) all contracts and accounting records affecting the Property, if any; (b) a completed disclosure statement for commercial real estate in the form required by Section 64.06.013 of the Revised Code of Washington; (c) signed complete copies of all Deeds of Trust, promissory notes, or other financial agreements or documents or conveyance instruments secured by the Property; (d) an environmental remediation scope of work detailing (1) how confirmation soil samples will be collected during the work and the elements for which they will be tested and (2) the plan for removing and properly disposing of any Underground Storage Tanks, if encountered during site remediation; (d) asbestos/lead testing results from the vacant building located on the Property; and (e) other documents, records and materials concerning the operation or physical condition of the Property, including, without limitation, all surveys, maps, plans, soils reports and environmental site assessments in Seller's possession and control.

6.2. Entry. Without limiting any other rights of Buyer under this Agreement, as of the Effective Date, Buyer and Buyer's agents and employees shall have the right to enter the Property to conduct soils, engineering, environmental and other tests, inspections, surveys and investigations at the Property ("Investigations") at Buyer's sole expense. Seller agrees to cooperate with any Investigations made by or at Buyer's direction. The exercise by Buyer of any of the preceding rights or any other act of Buyer shall not negate any representation, warranty or covenant of Seller, or modify any of Buyer's rights or Seller's obligations in the event of any breach by Seller of any of its representations, warranties or covenants under this Agreement. To the extent permitted by applicable law, Buyer shall indemnify and hold Seller harmless

from any and all damages, expenses, liens or claims (including attorneys' fees) arising from Buyer's exercise of its rights under this Subsection 6.2 or failure to pay third parties, and the provisions of this indemnity shall survive termination of this Agreement.

6.3. Period for Investigations. Closing of this transaction is conditioned on Buyer's satisfaction with the Property, the suitability of the Property for Buyer's intended uses and the feasibility of this transaction in Buyer's sole and absolute discretion. Buyer shall have until August 23, 2021 to conduct its Investigations and to review the items delivered by Seller pursuant to Subsection 6.1 above (the "Contingency Period"). If Buyer fails to notify Seller and the Escrow Holder in writing that this condition is satisfied or waived prior to 5:00 p.m. Pacific Time on the final day of the Contingency Period, then this Agreement shall be deemed terminated, and both Seller and Buyer shall be released and discharged from all further obligations under this Agreement except for those obligations that expressly survive Closing. The Deposit, plus interest, shall be returned to Buyer and, except as provided in Subsection 6.2, neither party shall be subject to a claim by the other for damages of any kind with respect to this Agreement or Buyer's attempt to purchase the Property.

7. Seller's Obligations. From the Effective Date until the Closing Date, Seller shall, at its sole expense:

7.1. Promptly notify Buyer upon learning of any fact or event that would make any of the representations or warranties of Seller contained in this Agreement or any Buyer's Conditions Precedent untrue or misleading in any material respect or that would cause Seller to be in violation of any of its covenants or other obligations hereunder.

7.2. Notify Buyer promptly upon receiving notice of a claim or pending litigation affecting the Property, or notice of any event, transaction, or occurrence before Closing that would materially adversely affect the Property or any part thereof.

7.3. Not convey, mortgage, grant a deed of trust, or contract to do the foregoing or otherwise allow or consent to convey, abandon, relinquish, cloud or encumber title to the Property or any interest therein or part thereof without Buyer's consent.

7.4. Maintain the Property in good order, condition and repair, and otherwise operate the Property and maintain its business records in the same manner as before the making of this Agreement, the same as though Seller were retaining the Property.

7.5. Maintain all casualty, liability and hazard insurance currently in force with respect to the Property through Closing without diminution in coverage.

7.6. Remedy any violations of law or municipal ordinances or regulations of any federal, state, local or other governmental departments of which Seller is aware.

7.7. Take no action that will adversely affect title to the Property nor take action that impairs the issuance of the Title Policy as described in Section 4 of this Agreement.

7.8. Notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof immediately upon learning of the occurrence of such event.

8. Deliveries to Escrow Holder.

8.1. By Seller. Seller shall deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following items, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

(a) Deed. A statutory warranty deed, duly executed and acknowledged by Seller (the “Deed”), conveying to Buyer fee simple title to the Property, subject only to the Permitted Exceptions.

(b) FIRPTA Affidavit. A certificate evidencing that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

(c) ALTA Affidavits. Any affidavits, certifications or instruments, including any lien affidavits or mechanic’s lien indemnifications, duly executed and acknowledged by Seller, as reasonably may be required by the Title Company in order to issue the Title Policy.

(d) Closing Certificates. A certificate of Seller dated as of the Closing Date certifying that all of Seller’s representations and warranties remain true as of the Closing Date, or if not, specifying the respect in which any representation or warranty is no longer true.

(e) Certificates of Authority. Such certificates as are necessary or required by Buyer or the Title Company to evidence the authority of Seller and its signatories to execute the instruments to be executed by Seller in connection with this transaction, and evidence that the execution of such instruments has been properly authorized by Seller.

(f) Excise Tax Affidavit. A real estate excise tax affidavit signed by Seller.

(g) Such other instruments or documents as may be reasonably required by the Title Company, or pursuant to the provisions of this Agreement, or as mutually agreed by Seller and Buyer to be necessary to fully consummate the transaction contemplated hereby.

8.2. By Buyer. Buyer shall deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following items:

(a) Purchase Price. Buyer shall deliver or cause to be delivered to Escrow Holder on or before the Closing Date cash by federal funds, wire transfer or cashier’s check in the amount necessary to pay the balance of the Purchase Price and Buyer’s share of closing costs and prorations.

(b) Excise Tax Affidavit. A real estate excise tax affidavit signed by Buyer.

(c) Such other instruments or documents as may be reasonably required by the Title Company, or pursuant to the provisions of this Agreement, or as mutually agreed by Seller and Buyer to be necessary to fully consummate the transaction contemplated hereby.

9. Close of Escrow.

9.1. Time. Closing shall occur in the office of Escrow Holder on a date mutually agreeable to Buyer and Seller after Buyer's Conditions Precedent have been satisfied or waived, but in any event no later than August 31, 2021, unless further extended by written agreement or unless accelerated by written agreement if the Parties conclude an earlier Closing is possible. As used in this Agreement, "Closing," "Closing Date" or "Date of Closing" means the date on which all appropriate documents are recorded, and proceeds of sale are available for disbursement to Seller in accordance with this Agreement. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of the definition of "Closing," "Closing Date" and "Date of Closing," as available for disbursement to Seller.

9.2. Closing Costs and Prorations.

(a) Closing Costs. Buyer and Seller shall each pay its own attorneys' fees. Buyer shall pay the cost of recording the Deed, escrow fees, the title insurance premium charged by the Title Company for Buyer's Title Policy and the endorsements required by Buyer, and the cost of any survey required by the Title Company (if any). Seller's monetary liens on the Property, if not previously discharged, shall be discharged in full out of the Purchase Price at Closing. Seller shall pay real estate excise tax, if any is due.

(b) Prorations. Seller shall be responsible for paying real property taxes, general assessments, surface water management fees and other fees (if any) payable to governmental entities, utilities and operating expenses relating to the Property through the Closing Date. If Seller is entitled to a reimbursement for overpayment of real property taxes, it shall be Seller's responsibility to seek such reimbursement from the appropriate taxing authority outside of Closing. Seller shall provide evidence satisfactory to Buyer that accounts for utility services to the Property, including but not limited to electricity, heating oil (if applicable), natural gas (if applicable), solid waste, water, sewer, telephone, internet service, and cable, are current and there are no delinquent charges owing. Seller shall pay any special assessments against the Property in existence as of the Closing Date through the Closing Date. All expenses of the Property, including but not limited to, real property taxes, surface water management fees and other fees (if any) payable to governmental entities, rents, utility charges, amounts payable under contracts that Buyer elects to accept or assume, annual permits and other expenses normal to ownership, use, operation and maintenance of the Property shall be prorated as of 11:59 p.m. on the Closing Date.

9.3. Procedure. Escrow Holder shall close escrow as follows:

(a) Obtain the release of the Property from any liens described in the Commitment, and delivery of all documents by Seller, and in this Agreement except the Permitted Exceptions;

(b) Confirm with Buyer satisfactory evidence of delivery of all documents by Seller;

(c) Confirm with Seller satisfactory evidence of delivery of all documents by Buyer;

(d) Pay applicable real estate transfer excise taxes and record the Deed;

- (e) Complete the prorations and credits;
- (f) Issue and deliver the Title Policy to Buyer;
- (g) Deliver any other documents deposited by Seller with Escrow Holder to Buyer;
- (h) Deliver the Purchase Price less Seller's closing costs and prorations and Buyer credits, if any, to Seller; and
- (i) Forward to Buyer and Seller, in duplicate, a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited with Escrow Holder, with such recording and filing date endorsed thereon.

9.4. Incorporation of Escrow Instructions. This Agreement shall serve as escrow instructions, and an executed copy of this Agreement shall be deposited by Buyer with Escrow Holder following its execution. The parties may execute additional escrow instructions provided that such additional escrow instructions shall not change the terms of this Agreement.

9.5. Possession. Possession of the Property shall be delivered to Buyer upon Closing.

9.6. Deliveries Outside of Escrow. On the Closing Date Seller shall deliver to Buyer outside of escrow all original books and records of account, contracts, leases and leasing correspondence, receipts for deposits, unpaid bills and other papers pertaining to the Property, architectural and engineering plans, drawings and specifications for the improvements to the Property, all "As-Built" plans and specifications, original operating permits and certificates relating to use, occupancy or operation of the Property, all advertising materials, booklets, keys and other items, if any, used in Seller's operation of the Property.

10. Brokerage Commission. Seller warrants to Buyer and Buyer warrants to Seller that each party's sole contact with the other and with the Property regarding this transaction has been directly with the other party and has not involved any broker or finder. Seller and Buyer further warrant to each other that no broker or finder can properly claim a right to a commission or finder's fee based upon contacts between the claimant and that party with respect to the other party or the Property. To the extent permitted by applicable law, each party shall indemnify, defend and hold the other party harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a fee or commission by any broker or finder in connection with the Property and this Agreement resulting from the indemnifying party's actions.

11. Condemnation. If there is a condemnation (by an entity other than Buyer) of all or part of the Property initiated before Closing, Seller shall promptly notify Buyer and Buyer shall have the option for ten (10) days following the date the notice is received (a) to proceed with the Closing, in which event all condemnation proceeds already received by Seller by the Closing shall be paid to Buyer and the right to receive such proceeds not yet received by Seller shall be assigned to Buyer at the Closing, or (b) to terminate this Agreement. Unless this Agreement is terminated, Seller shall take no action with respect to any condemnation proceeding without the prior written consent of Buyer. Buyer shall take no action to initiate a condemnation proceeding for all or any portion of the Property.

12. Representations, Warranties and Covenants.

12.1. Seller's Representations and Warranties. In addition to the representations, warranties and covenants contained elsewhere in this Agreement, Seller, as of the Effective Date and as of the Closing Date, makes the following representations, warranties and covenants:

- (a) Title. Seller is the sole owner of the Property.
- (b) Agreements to Transfer or Encumber. Seller has not committed nor obligated itself in any manner whatsoever to sell or encumber the Property or any interest therein to any party other than Buyer, nor committed or obligated to lease all or any portion of the Property.
- (c) Compliance with Law. To the best of Seller's knowledge, the property complies in all material respects (both condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental authority having jurisdiction over the Property (including those related to zoning, building, subdivision, engineering, and Environmental or Safety Laws) that remains uncured.
- (d) Bankruptcy, Etc. No bankruptcy, insolvency, rearrangement or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, threatened, by a third party, or contemplated by Seller.
- (e) Litigation. There is no pending or to Seller's best knowledge threatened in writing, judicial, non-judicial foreclosure, or municipal or administrative proceedings with respect to this transaction or in any manner affecting the Property or any portion thereof or in which Seller is or will be a party by reason of Seller's ownership of the Property.
- (f) Notices. Seller have not received any written notices from any insurance companies, governmental agencies or from any other parties with respect to any violations or other matters concerning the Property.
- (g) Taxes and Assessments. Other than amounts disclosed by the Commitment, to the best of Sellers' knowledge, no other property taxes have been or will be assessed against the Property for the current tax year, and there are no general or special assessments or charges that have been levied, assessed or imposed on or against the Property.
- (h) Tax Returns. Seller has filed all local, state and federal tax forms that are required to be filed by Seller, have paid all taxes due and payable by Seller to date and will pay all such taxes that become due and payable by Seller prior to the Closing.
- (i) Underground Storage Tanks; Hazardous Substances. To the best of Seller' knowledge, (i) there are no cisterns, wells, subterranean storage or underground storage tanks on the Property, (ii) no underground storage tanks have been removed from the Property, (iii) there are no Hazardous Substances currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental or Safety Law, and (iv) there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental or Safety Laws at the Property.

(j) Violation of Property Restrictions. To the best of Seller's knowledge, the Property and the current use, occupation and condition thereof do not violate any applicable deed restrictions or other covenants, restrictions or agreements (including, without limitation, any of the Permitted Exceptions), site plan approvals, zoning or urban redevelopment plans applicable to the Property.

(k) Tax Valuation/Assessment. Seller has no knowledge and has not received any notice of: (a) proceedings pending for the correction of the assessed valuation of Real Property, or (b) any other pending or threatened special assessments affecting the Real Property.

(l) Authority. Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller's legal, valid and binding obligation enforceable against Seller in accordance with its terms. The consummation by Seller of the sale of the Property is not in violation of or in conflict with nor does it constitute a default under any of the terms of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(n) No Omissions. All representations and warranties made by Seller in this Agreement, and all information contained in any certificate furnished by Seller to Buyer in connection with this transaction, are free from any untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained herein or therein not misleading. The copies of any documents furnished to Buyer in connection with this transaction are true and complete copies of the documents they purport to be.

(o) Leases, Service Contracts or Other Contracts. As of the Date of Closing, no leases, service contracts, or other contracts are in place regarding or related to the Property. As of the Date of Closing, no leases, service contracts, or other contracts will be in place regarding or related to the Property.

(p) Mechanic's Liens. No labor, material or services have been furnished in, on or about the Property or any part thereof that has not been paid in full prior to Closing.

12.2. Seller's Knowledge. Whenever the phrases "to Seller's knowledge" or "to the best of Seller's knowledge" or any similar phrase is used herein, those phrases mean the present, actual knowledge (as opposed to the imputed knowledge) of the fact or condition by Darin Granger ("Seller's Representative"). The representations and warranties contained in Section 12.1 are the representations and warranties of Seller, not Seller's Representative, and shall not create any individual liability for Seller's Representative.

12.3 Effect of Buyer's Inspections. The effect of the representations and warranties made by Seller in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents.

12.4 Survival Period. Subject to the provisions of Section 12.5, and notwithstanding anything else to the contrary contained in this Agreement, in any exhibits attached hereto, or in any

documents executed or to be executed at Closing or otherwise in connection herewith (collectively, the “Purchase Documents”), all of Seller's representations, warranties, covenants, undertakings, indemnities, and agreements contained in any of the Purchase Documents (collectively, “Seller's Undertakings”) shall survive the Closing for a period of six (6) months (the “Survival Period”). Buyer acknowledges that it is a sophisticated buyer who is familiar with the ownership and operation of real estate projects similar to the Property, and Buyer and Seller have negotiated and agreed upon the length of the Survival Period as an adequate period of time for Buyer to discover any and all facts that could give rise to a claim or cause of action for a breach of a representation.

12.5 Assumption of Liabilities. Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date. Other than such obligations so expressly assumed by Buyer or any liens or other obligations with respect to the Property that result from any action or activities by or on behalf of Buyer after the Closing Date, Seller, after the Date of Closing, will pay and discharge any and all liabilities of each and every kind arising out of or by virtue of the possession, ownership or use of the Property prior to the Closing Date, and shall indemnify, defend and hold Buyer harmless therefrom; provided that Seller's obligation to indemnify, defend and hold Buyer harmless with respect to any Hazardous Substances or compliance with Environmental or Safety Laws shall be limited to Seller's obligations set forth in Section 13.3.

12.6 Provide Further Information. From the Effective Date through the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof promptly upon learning of the occurrence of such event.

13. Environmental Compliance. In addition to and without limiting any other representations, warranties, covenants and agreements in this Agreement, Seller represents, warrants, covenants and agrees:

13.1. Hazardous Substances. Except for petroleum products in connection with motor vehicles, lawn mowers, and underground storage tank for heating oil, Seller has not used or stored on, under or about the Property or transported to or from the Property any Hazardous Substance or allowed any other person or entity to do so. Seller has not, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property (or off-site of the Property that might affect the Property) or transported to or from the Property, any Hazardous Substance or allowed any other person or entity to do so. Seller has no knowledge nor has Seller observed any questionable practice or conduct indicating that any Hazardous Substance has been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or above Property (or off-site of the Property that might affect the Property) or transported to or from the Property by any entity, firm or person, or from any source whatsoever.

13.2. Pre-closing Covenant. Seller will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Property (or off-site of the Property that might affect the Property), or transport to or from the Property, any Hazardous Substance or authorize any other person or entity to do so, prior to the Closing.

13.3. Environmental Indemnity. Seller shall protect, indemnify, hold harmless and defend Buyer and its directors, officers, contractors, employees, agents, parents, subsidiaries, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to a breach of any representation, warranty, covenant or agreement contained in this Section 13 including, without limitation, (a) all consequential damages, and (b) the costs of any required or necessary repairs, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity does not apply to actions of Buyer, its agents or independent contractors.

13.4. Definitions. For the purpose of this Section 13, the following terms shall be defined as provided below unless the context clearly requires a different meaning:

(a) "Environmental or Safety Law" means the Federal Water Pollution Control Act, the Clean Air Act, the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act, the Toxic Substances Control Act ("TSCA"), the Occupational Safety and Health Act, the Hazardous Materials Transportation Act, the Hazardous Materials Transportation Uniform Safety Act, the Oil Pollution Act of 1990, the Washington Water Pollution Control Act, the Clean Air Washington Act, the Washington Hazardous Waste Management Act ("HWMA"), the Washington Model Toxics Control Act ("MTCA"), the Washington Industrial Safety and Health Act, the Washington Worker and Community Right to Know Act, and the Washington Oil and Hazardous Substance Spill Prevention and Response Act, together with all regulations promulgated under any such authority, and any and all other federal, state, regional, local or international statutes, regulations, rules, ordinances, orders, court or regulatory agency directives, permits, licenses, governmental authorizations and common law causes of action that apply to (1) any hazardous substance or material regulated or restricted under CERCLA, RCRA, TSCA, MTCA, or the HWMA; (2) any other pollutant, contaminant, or waste; (3) the health or safety of persons; or (4) the protection of the environment or land use. "Environmental or Safety Law" includes past and future amendments and supplements.

(b) "Hazardous Substances" means any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any Environmental or Safety Law.

14. Intentionally Removed.

15. Survival. Subject to the limitations in Section 12.4, the covenants, agreements, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

16. Entire Agreement. This Agreement contains the entire integrated agreement of the parties, including all of the covenants and conditions between the parties with respect to the subject matter of this Agreement, and supersedes all prior correspondence, agreements and understandings, both verbal and written. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by Seller and Buyer. The parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the parties.

17. Default; Remedies, Specific Performance.

17.1 Seller Default. This Agreement pertains to the conveyance of real property, the unique nature of which is hereby acknowledged by the parties. Consequently, if Seller breaches or defaults under this Agreement or any of the representations, warranties, terms, covenants, conditions or provisions hereof, Buyer shall have, in addition to a claim for damages for such breach or default, and in addition and without prejudice to any other right or remedy available under this Agreement or at law or in equity, the right (a) to specific performance of this Agreement; or (b) to terminate this Agreement upon written notice without liability to Seller.

17.2 Buyer Default. If Buyer fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except (a) failure of any condition precedent to Buyer's obligations to Close or (b) failure by Seller to perform its obligations hereunder, then Seller, as its sole and exclusive remedy, may terminate this Agreement and receive the Deposit as liquidated damages and not as penalty, in full satisfaction of claims against Buyer hereunder (except for claims arising under Section 5). Seller and Buyer agree that Seller's damages resulting from Buyer's default are difficult, if not impossible, to determine, and the Deposit is a fair estimate of those damages and has been agreed to in an effort to cause the amount of damages to be certain.

18. Notices. All written notices required to be given pursuant to the terms hereof shall be either delivered personally; deposited in the United States mail, certified mail, return receipt requested, postage prepaid and addressed to the addresses listed below with copies to the parties listed after such address (if any) sent by facsimile transmission to the numbers below or sent by electronic transmission to the email address below, with receipt acknowledged:

SELLER:

Darin Granger
Blueprint Capital Services, LLC
PO Box 16309
Seattle, WA 98116
Facsimile: N/A Telephone: (206) 459-1980
Email: darin@blueprintcap.com

BUYER:

Seattle Parks and Recreation
300 Elliott Avenue W., Suite 100
Seattle, WA 98121
Attn: Lise Ward
Facsimile: (206) 233-7038 Telephone: (206) 733-9106
Email: lise.ward@seattle.gov

The foregoing addresses may be changed by written notice to the other party as provided herein. Mailed notice properly given shall be deemed received two (2) days after deposit in the mail. Facsimile transmission, with receipt confirmed by the recipient by telephone, or email transmission with receipt confirmed by email, of any signed original document or notice, and retransmission of any signed facsimile or email transmission, shall be the same as personal delivery of an original. At the request of either party, or the Escrow Holder, the parties will confirm facsimile or email transmitted signatures by signing an original document.

19. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. Waivers. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

21. Construction. Captions are solely for the convenience of the parties and are not a part of this Agreement. This Agreement shall not be construed as if one of the parties had prepared it, but rather as if both parties had prepared it. If the date on which Buyer or Seller are required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

22. Time. Time is of the essence of every provision of this Agreement.

23. Force Majeure. Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

24. Successors. The terms, conditions and covenants contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

25. Applicable Law. This Agreement shall be interpreted and governed by the laws of the State of Washington. The venue of any legal action or claim related to this Agreement shall be in the Superior Court for King County.

26. No Third Party Beneficiary. The parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the parties, and therefore, nothing in this Agreement express or implied shall confer upon any person any right or interest whatsoever, other than directly to the parties and their heirs, executors, personal representatives, successors and assigns.

27. Reservation of Rights and Responsibilities. Except as set forth in this Agreement, Buyer and Seller retain all rights, privileges, obligations and remedies as set forth under applicable federal, state or local laws.

28. Entire Agreement. This Agreement (a) constitutes the sole and only agreement of the parties hereto with respect to the subject matter hereof (b) supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof, and (c) cannot be changed except by their written consent.

29. Counterparts. The parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. A facsimile or electronic mail transmission shall be binding on the party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

30. No Recording of Agreement. Neither party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other.

31. Incorporation of Exhibits. All exhibits hereto and all other documents and instruments referred to herein or in any exhibit or attachments hereto are incorporated by reference as a part of this Agreement. The Exhibit List to this Agreement shall be as follows:

- Exhibit A Legal Description of Property
- Exhibit B: Map of property
- Exhibit C Permitted Exceptions

Signatures of the Parties to this Agreement are on the following pages.

BUYER:

THE CITY OF SEATTLE, A WASHINGTON MUNICIPAL CORPORATION

By: _____
Jesús Aguirre, Superintendent of Parks and Recreation

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the Superintendent of Parks and Recreation of The City of Seattle, a Washington municipal corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

(TYPE OR PRINT NAME)

[SEAL] Notary Public in and for the State
of Washington, residing at _____.
My Commission expires on _____.

SELLER:

Blueprint Capital Services, LLC, a Washington limited liability company

By:_____

Name: _____

Its: _____

STATE OF WASHINGTON)
) ss

COUNTY OF KING)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, the _____ of Blueprint Capital Services, LLC, a Washington limited liability company.

•

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

(TYPE OR PRINT NAME)

[SEAL]

Notary Public in and for the State
of Washington, residing at_____
My Commission expires on_____

Exhibit A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KING, STATE OF WA, AND IS DESCRIBED AS FOLLOWS:

LOTS 3 AND 4 AND LOTS 17 AND 18 IN BLOCK 44, C.D. HILLMAN'S PLAT OF RAINIER BOULEVARD GARDEN ADDITION

TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN [VOLUME 12 OF PLATS, PAGE 65](#), IN KING COUNTY, WASHINGTON.

Exhibit B

MAP

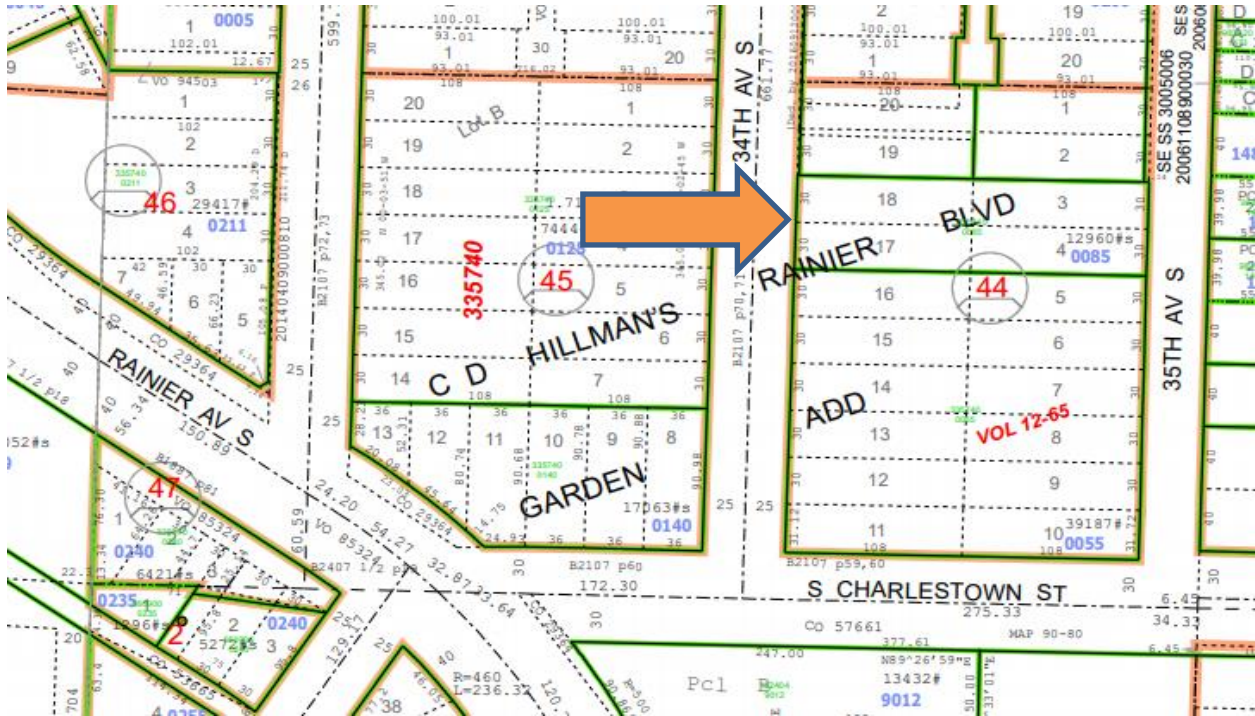


Exhibit C

PERMITTED EXCEPTIONS – First American Title Co. Order No. 4209-3560776

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the Public Records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
10. Special District charges for the year 2021, after the date of closing.

Tax Account No.: 335740008503

1st Half

Amount Billed: \$ 8,629.75

Amount Paid: \$0.00

Amount Due: \$

Assessed Land Value: \$ 1,620,000

Assessed Improvement Value: \$ 1,000

2nd Half

Amount Billed: \$ 8,629.75

Amount Paid: \$ 0.00

Amount Due: \$

Assessed Land Value: \$ 1,620,000

Assessed Improvement Value: \$ 1,000

16. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat of C.D. Hillman's Plat of Rainier Boulevard Garden Addition to the City of Seattle recorded in [Volume 12 of Plats, Page\(s\) 65](#).

ACCEPTANCE

On behalf of the City of Seattle, a municipal corporation of the State of Washington, I, Jesús Aguirre, Superintendent of Seattle Parks and Recreation, accept the interest in real property conveyed herein by this Statutory Warranty Deed, legally described in the Statutory Warranty Deed, from Blueprint Capital Services LLC, to the City of Seattle, pursuant to the authority conferred by Ordinance _____.

Dated: _____

THE CITY OF SEATTLE

Jesús Aguirre
Superintendent
Seattle Parks and Recreation

SUMMARY and FISCAL NOTE*

| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
|----------------------|-----------------------------|---------------------------|
| Parks and Recreation | Max Jacobs/684-8018 | Anna Hurst/733-9317 |

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Parks and Recreation (SPR); authorizing the acquisition of real property commonly known as 3638 34th Avenue South; authorizing acceptance of a recording of the deed for open space, park, and recreation purposes; and ratifying and confirming certain prior acts.

Summary and background of the Legislation: SPR has assembled and land-banked almost an acre of property in the North Rainier Hub Urban Village since 2011, to meet the goal of providing a large park to a growing community experiencing service gaps. These gaps are defined as 1) insufficient parks within a 5- to 10-minute walking distance and, more importantly, 2) insufficient parks in an area experiencing among the highest occurrence levels in the city of obesity, diabetes, and lack of physical activity, based on socio-economic data correlated with health data. This park site is nestled within a series of affordable family and senior multi-family housing projects developed over several years by Southeast Effective Development, whose focus is to improve the quality of life in Southeast Seattle by creating partnerships and inspiring investments in housing, arts, and economic development – with a special focus on residents with fewer opportunities and resources.

Currently, there is a privately-owned parcel between the park and a multi-family senior housing project on the north end of the block. Community members participating in SPR's public design process suggested the City consider acquiring this site to improve the size and utility of the park and to create a transition between the park and the senior housing to the north that would facilitate access to the park. Currently occupied by a vacant warehouse, this parcel was recently placed under contract to a townhouse developer. The developer is willing to sell the property to the City – and even demolish the existing obsolete building and export some contaminated soil in order to deliver a vacant site to SPR. If not purchased now, the park will lose the ability to create an important connection and add park elements that could help reverse the urban village's negative health statistics.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes **X** No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

The subject property will be acquired with existing appropriation from the Park Fund 10200 backed by future CFT grant revenues..

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

SPR will incur increased operating costs for maintenance of the property after it is developed.

Is there financial cost or other impacts of *not* implementing the legislation?

The property owner is willing to sell the property to the City at this time and, in doing so, is foregoing his development plans for the property. If the City does not acquire it at this time, the owner will continue with planned development.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

No.

b. Is a public hearing required for this legislation?

No.

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

d. Does this legislation affect a piece of property?

Yes, see Summary Exhibit A – Site Map

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

This legislation will enlarge a park site that will benefit an underserved community.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

This acquisition is likely to decrease carbon emissions at this site in that impervious surface will be removed after the existing vacant, obsolete warehouse is removed and the site is redeveloped for park use. The open space will help sequester carbon, and reduce heat island effects.

- 2. 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.**

The City will work with community on site planning and conceptual design for the potential expansion of the North Rainier land-banked site in ways that advance their priorities for multi-generational recreation uses of the site that advance health equity.

- g. 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)?**

Not applicable.

List attachments/exhibits below:

Summary Exhibit A – Site Map



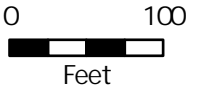
Seattle
Parks & Recreation

N Rainier
Land-banked
Site Addition

3638 34th Ave S

Legend

- Parcel Add on
- Park Boundary
- Parcel Boundary



1 inch = 125 feet

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No warranties of any sort,
including accuracy, fitness
or merchantability
accompany this product.

Map date:
Friday, June 18, 2021.



Legislation Text

File #: CB 120141, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the acquisition of real property commonly known as 1024 South Elmgrove Street; authorizing acceptance of a recording of the deed for open space, park, and recreation purposes; and ratifying and confirming certain prior acts.

WHEREAS, the Duwamish River flows into Seattle's Elliott Bay, from its source in the foothills of Mount Rainier; and

WHEREAS, we acknowledge that the Duwamish River flows through lands that have been occupied and stewarded since time immemorial by people from the Duwamish, Suquamish, Muckleshoot, and Yakama Tribes. These and other indigenous peoples have their homes in, travel through, harvest and use the plentiful natural resources of the Duwamish River, Elliott Bay, and the other nearby lands and waters. We honor with gratitude the land itself. We respect the history of all indigenous peoples who historically and currently are part of the Duwamish Valley, and whose people were forcibly dispossessed and removed from their homes and lands by the United States government and the City of Seattle. We are committed to recognizing the ongoing relationship that exists between indigenous peoples and these places; and

WHEREAS, local businesses and populations that include tribal members, low-income, immigrant, and refugee families, live, work, worship, play, and fish along the lower Duwamish River; and

WHEREAS, Duwamish Waterway Park has been identified as an important community asset in need of improvements in multiple community-led plans such as the 2014 South Park Green Space Vision Plan, which identifies community priorities for improved public spaces and guides actions and investments

and highlights the fact that South Park residents and workers have access to 140 square feet of green space per resident versus an average of 387 square feet per resident in Seattle; and

WHEREAS, multiple health inequities and disparities were documented in the Duwamish Valley Cumulative Health Impacts Analysis (2013), including a 13-year life expectancy difference between residents of South Park and people living in more affluent and less diverse neighborhoods within Seattle city limits; and

WHEREAS, in 2015, Resolution 31567 requested City departments to create an Interdepartmental Team (IDT) to continue to identify ongoing projects that serve resident, tribal, and fishing communities in the Duwamish River Valley, coordinate outreach efforts, and consider further actions to protect the health of Duwamish Valley communities including South Park/Georgetown community members; and

WHEREAS, the Race and Social Justice Initiative (RSJI) requires the City to engage communities of color, immigrants, refugees, limited-English proficiency communities, people with low incomes and other most impacted communities in the design and implementation of City projects and programs to ensure racial and social equity and increased community benefit; and

WHEREAS the Equity & Environment Agenda (2016), Seattle’s blueprint and roadmap to advance race and social justice through our environmental work, identified South Park as a focus area; and

WHEREAS, the City completed the Duwamish Valley Action Plan in June 2018, with identified six racial equity outcomes, and strategies and actions that reflected community priorities including increased open spaces and access to the Duwamish River; and

WHEREAS, the City learned from community partners who reached out to City of Seattle staff, of the potential of acquiring a property located on the Duwamish River (“Site”) to enlarge Duwamish Waterway Park and meet community needs; and

WHEREAS, in 2020 the Robert Wood Johnson Foundation (RWJF) awarded the City a \$600,000 grant to work with community partners in the Duwamish Valley on a strategy that will improve health, increase

community resilience, adapt to the impacts of a changing climate, and produce a site plan to guide the acquisition and development of the Site in ways that demonstrate shared decision-making, the advancement of community capacity, and the creation of opportunities for co-developing open space and community supportive spaces; and

WHEREAS, the South Park Capacity Building Group, through which leaders from South Park community organizations collaborate and coordinate efforts to advance community priorities, has prioritized this work and will serve as a project steering committee for the acquisition and development of the Site; and

WHEREAS, the City of Seattle, through its Seattle Parks and Recreation department, appraised and entered into a purchase and sale agreement with Elm Grove, LLC for its property at 1024 South Elmgrove Street, subject to City Council approval and other necessary due diligence, in order to complete the acquisition in a timely manner in order to secure the property for future public uses, including an addition to the existing Duwamish Waterway Park, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of Parks and Recreation (“Superintendent”), or the Superintendent’s designee, is authorized, on behalf of The City of Seattle, to acquire the following described real property, situated in the City of Seattle, County of King, State of Washington, and commonly known as the property at 1024 South Elmgrove Street (“Property”), together with all rights, privileges, and other property pertaining thereto, for open space, park, and recreation purposes:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

LOTS 11 THROUGH 20, INCLUSIVE, AND 38 THROUGH 46, ALL IN BLOCK 13, RIVER PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 41, IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 82673 FOR COMMERCIAL

WATERWAY DISTRICT NUMBER 1.

PARCEL B:

TOGETHER WITH THE WEST 112.75 FEET OF THE SOUTH 100 FEET OF THE NORTH 360 FEET OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 82673 FOR COMMERCIAL WATERWAY DISTRICT NUMBER 1.

Section 2. The Superintendent, or the Superintendent's designee, is authorized to execute and perform on behalf of The City of Seattle a Real Estate Purchase and Sale Agreement and First Amendment ("Agreement") with the seller substantially in the form of Attachments 1 and 2 to this ordinance, by which the City will acquire the Property in exchange for a purchase price not to exceed \$3,900,000, as supported by an appraisal, negotiation, and other promises set forth in the Agreement; and to accept a deed for the Property consistent with the terms of the Agreement by executing a Deed Acceptance Certificate substantially in the form of Attachment 3 to this ordinance.

Section 3. The Superintendent is further authorized to execute such further and additional agreements or amendments to the Agreement that the Superintendent determines necessary to effect the acquisition consistent with the terms of this ordinance, including amendments to the Agreement to reduce the purchase price and to extend the closing date and other deadlines set out in the Agreement.

Section 4. The Property shall be placed under the jurisdiction of Seattle Parks and Recreation.

Section 5. Any act consistent with the authority of this ordinance, including but not limited to execution of the Agreement, taken prior to its effective date is ratified and confirmed.

Section 6. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within 10 days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2021, and signed by
me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 - Agreement for Purchase and Sale of Real Property

Attachment 2 - First Amendment to Real Estate Purchase and Sale Agreement

Attachment 3 - Deed Acceptance Certificate

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into by and between THE CITY OF SEATTLE, a Washington municipal corporation (“Buyer”), and ELM GROVE LLC, a Washington limited liability company (“Seller”), as of the date this Agreement has been executed by both Buyer and Seller (“Effective Date”). Seller and Buyer may be referred to hereinafter individually as “Party” or collectively as the “Parties.”

Intending to be legally bound, for good and valuable consideration, including the mutual covenants and promises of the parties, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. Property. The “Property” subject to this Agreement consists of all of the following:

(a) That certain tract and parcel of vacant real property located at 1024 South Elmgrove Street, Tax Parcel Numbers 732790121501 and 322404900209 and more particularly and legally described in Exhibit A and depicted in the map in Exhibit B, attached together with all buildings, structures and other permanent improvements, if any, thereon (the “Real Property”).

(b) To the extent assignable, all rights, privileges, covenants and easements appurtenant to the Real Property, including without limitation all minerals, oil, gas and other hydrocarbon rights on or associated with the land, all development rights, air rights, and any and all appurtenances used in connection with the beneficial use and enjoyment of the Real Property (collectively, the “Appurtenances”).

(c) All of the property referred to in this Agreement as the “Property” or “Real Property.”

2. Purchase. Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms, covenants and conditions set forth in this Agreement.

3. Purchase Price.

3.1. Amount. The purchase price (“Purchase Price”) for the Property is Three Million Nine Hundred Thousand and no/100 Dollars (\$3,900.000.00).

3.2. Payment. Buyer shall pay Seller the Purchase Price at Closing. All references to dollars shall mean those amounts in United States currency.

3.3 Deposit. Within ten (10) days of the Effective Date, Buyer will open an escrow account with First American Title Company, 16340 SE 256th St. #B200, Covington, WA 98042 (referred to hereafter as “Escrow Holder” or “Title Company”) and shall deliver to Escrow Holder Fifty Thousand and NO/100 Dollars (\$50,000.00) (the “Deposit”) in immediately available funds, together with the original of the fully executed Agreement. The Deposit shall be applicable to the Purchase Price at Closing, and shall be non-refundable except in event of Seller’s default, Seller’s failure to satisfy its obligations under this Agreement, or Buyer’s decision to terminate the Agreement if Buyer becomes aware of an environmental contamination issue during Buyer’s investigation of the property described in Section 6.

4. Title.

4.1. Condition of Title. Seller shall convey to Buyer a statutory warranty deed, subject only to the Permitted Exceptions (defined in Subsection 4.3 below). Consistent with the Condition of Title in this section, Seller agrees that Title insurance to the Property shall be issued as a standard owner's policy of title insurance, unless Buyer elects to obtain an ALTA extended coverage owner's policy as provided in Section 4.2 below.

4.2. Title Insurance Commitment. Buyer has obtained a current title insurance commitment issued by Title Company, No. 4209-2975812, dated May 17, 2019, including subsequent updates thereto ("Commitment"). Buyer may elect to obtain a 2006 ALTA Owner's Extended Coverage Policy of title insurance (the "Title Policy"). If required by the Title Company to issue an extended coverage owner's ALTA title insurance policy, Buyer shall obtain a survey and title updates for an extended policy at its own expense. Seller shall provide the ALTA affidavits required under Section 8.1(c).

4.3. Permitted Exceptions. Those exceptions to title listed on Exhibit B attached hereto, if any, together with any additional exceptions to title approved in writing by Buyer constitute permitted exceptions ("Permitted Exceptions"). Seller, at its sole cost and expense, shall remove all exceptions other than Permitted Exceptions.

5. Conditions Precedent.

5.1. Conditions Precedent to Buyer's Obligation to Purchase. Buyer's obligations with respect to purchase of the Property and the Closing are subject to fulfillment, or waiver thereof by Buyer in writing, of all conditions contained within this Agreement ("Buyer's Conditions Precedent"), including the following, not later than the Closing Date (unless an earlier date is specified):

(a) Title Policy. The Title Company shall be prepared to issue the Title Policy in the amount of the Purchase Price subject only to preprinted general exceptions contained in the Commitment and Permitted Exceptions (defined Subsection 4.3 above).

(b) Moratorium. No reassessment, reclassification, rezoning or other change to the zoning of Property by judicial or administrative decision or proceedings (including amendments and modifications of any of the foregoing) pending or proposed to be imposed by any governmental or quasi-governmental authority or any public or private utility having jurisdiction over the Property shall have occurred that would adversely impact Buyer's intended use of the Property.

(c) Zoning; Survey. There are no uncured violations of zoning ordinances or other laws, ordinances or restrictions applicable to the Property, and there are no encroachments upon the Property other than as shown on the survey by Duncanson Company, Inc. dated April 9, 2019, a copy of which has been provided to Buyer.

(d) Noncompliance - Violation. Existing uses of the Property are in full compliance with all applicable zoning laws (and applicable variances) and any other local, municipal, regional, state or federal requirements, and the improvements on the Property comply with all applicable building, safety, health, zoning, environmental, subdivision and other laws, ordinances and regulations.

(e) No Actions or Proceedings. There is no action or proceeding pending or threatened, with respect to the title, ownership, maintenance, use or operation of the Property.

(f) No Environmental Violations. The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under, above or about the Property, including but not limited to soil and groundwater conditions.

(g) Representations, Warranties and Covenants of Seller. Seller shall have performed each agreement to be performed by Seller under this Agreement, and Seller's representations and warranties in this Agreement shall be true and correct as of Closing.

(h) No Adverse Changes. As of Closing, there shall have been no adverse change in the physical condition of the Property from the date of this Agreement.

(i) Seller's Deliveries. Seller shall have delivered each of the items described (and no later than the delivery time specified) in Subsection 6.1 to Buyer and in Subsection 8.1 to Escrow Holder.

(j) Investigation. Buyer shall have notified Seller that the condition stated in Subsection 6.3 has been satisfied or waived within the time period required therein.

(k) Ordinance. On or before the Closing Date, an ordinance shall be in effect authorizing the transaction contemplated in this Agreement and appropriating funds to complete this transaction.

(l) No Seller Bankruptcy. If at any time prior to Closing, (i) there shall be filed against or by Seller a petition in bankruptcy or insolvency or a petition seeking to effect any plan or other arrangement with creditors or seeking the appointment of a receiver and the same is not discharged or dismissed before Closing; (ii) a receiver or liquidator is appointed for all or substantially all of Seller's property; (iii) or Seller makes an assignment for the benefit of creditors or takes any other similar action for the benefit or protection of creditors, then Buyer shall have the right in its sole and absolute discretion and in addition to all other remedies available to Buyer pursuant to this Agreement or at law or in equity to cancel and terminate this Agreement after which the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement.

5.2. Benefit of Buyer. The Buyer's Conditions Precedent is solely for the benefit of Buyer and may be waived only in writing by Buyer. Buyer shall have the right to waive any condition. The waiver by Buyer of any condition in any specific circumstances shall not be a waiver of such condition with respect to any other circumstances or a waiver of any other condition and shall not relieve Seller of any liability or obligation with respect to any representation, warranty, covenant or agreement of Seller, unless the waiver expressly so provides.

5.3. Termination. If any Buyer's Condition Precedent is not satisfied or waived prior to Closing (or such earlier date as provided elsewhere in this Agreement), then Buyer, in Buyer's sole discretion, shall have the right to terminate this Agreement by written notice to Seller and Escrow Holder, and the parties shall have no further obligations under this Agreement. Seller shall be entitled to retain the non-refundable Deposit, except in event of Seller's default, or Seller's failure to satisfy its obligations under

this Agreement, or Buyer's decision to terminate the Agreement if Buyer becomes aware of an environmental contamination issue during Buyer's investigation of the property described in Section 6, provided that if an environmental contamination issue is discovered, Buyer will make reasonable efforts to reach an agreed solution to that issue pursuant to this Agreement before terminating the Agreement.

6. Investigation of the Property.

6.1. Seller's Initial Deliveries. Within seven (7) days after the Effective Date, Seller shall, at its sole expense, deliver to Buyer (a) a completed disclosure statement for commercial real estate in the form required by Section 64.06.013 of the Revised Code of Washington; (b) all leases, contracts, and accounting records affecting the Property, if any; (c) signed complete copies of all Deeds of Trust, promissory notes, or other financial agreements or documents or conveyance instruments secured by the Property; and (d) other documents, records and materials concerning the operation or physical condition of the Property, including, without limitation, all surveys, maps, plans, soils reports and environmental site assessments in Seller's possession and control.

6.2. Entry. Without limiting any other rights of Buyer under this Agreement, as of the Effective Date, Buyer and Buyer's agents and employees shall have the right to enter the Property to conduct soils, engineering, environmental and other tests, inspections, surveys and investigations at the Property ("Investigations") at Buyer's sole expense. Seller agrees to cooperate with any Investigations made by or at Buyer's direction. The exercise by Buyer of any of the preceding rights or any other act of Buyer shall not negate any representation, warranty or covenant of Seller, or modify any of Buyer's rights or Seller's obligations in the event of any breach by Seller of any of its representations, warranties or covenants under this Agreement. To the extent permitted by applicable law, Buyer shall indemnify and hold Seller harmless from any and all damages, expense, liens or claims (including attorneys' fees) arising from Buyer's exercise of its rights under this Subsection 6.2 or failure to pay third parties, and the provisions of this indemnity shall survive termination of this Agreement. Buyer's activities at the Property shall be conducted during normal business hours, Monday through Friday, and shall not unreasonably interfere with the existing tenant's operations. Buyer shall give Seller and tenant 48 hours prior notice to requested time of access.

6.3. Period for Investigations. Closing of this transaction is conditioned on Buyer's satisfaction with the Property, the suitability of the Property for Buyer's intended uses and the feasibility of this transaction in Buyer's sole and absolute discretion. Buyer shall have until 45 days from the Effective Date, or June 30, 2021, whichever is latest, to conduct its Investigations and to review the items delivered by Seller pursuant to Subsection 6.1 above (the "Contingency Period"). If Buyer fails to notify Seller and the Escrow Holder in writing that this condition is satisfied or waived prior to 5:00 p.m. Pacific Time on the final day of the Contingency Period, then this Agreement shall be deemed terminated, and both Seller and Buyer shall be released and discharged from all further obligations under this Agreement except for those obligations that expressly survive Closing. Seller shall be entitled to retain the non-refundable Deposit, according to Sections 3.3 and 5.3 and, except as provided in Subsection 6.2, neither party shall be subject to a claim by the other for damages of any kind with respect to this Agreement or Buyer's attempt to purchase the Property.

7. Seller's Obligations. From the Effective Date until the Closing Date, Seller shall, at its sole expense:

7.1. Promptly notify Buyer upon learning of any fact or event that would make any of the representations or warranties of Seller contained in this Agreement or any Buyer's Conditions Precedent untrue or misleading in any material respect or that would cause Seller to be in violation of any of its covenants or other obligations hereunder.

7.2. Notify Buyer promptly upon receiving notice of a claim or pending litigation affecting the Property, or notice of any event, transaction, or occurrence before Closing that would materially adversely affect the Property or any part thereof.

7.3. Not convey, mortgage, grant a deed of trust, or contract to do the foregoing or otherwise allow or consent to convey, abandon, relinquish, cloud or encumber title to the Property or any interest therein or part thereof without Buyer's consent.

7.4. Maintain the Property in good order, condition and repair, and otherwise operate the Property and maintain its business records in the same manner as before the making of this Agreement, the same as though Seller were retaining the Property.

7.5. Maintain all casualty, liability and hazard insurance currently in force with respect to the Property through Closing without diminution in coverage.

7.6. Remedy any violations of law or municipal ordinances or regulations of any federal, state, local or other governmental departments of which Seller is aware.

7.7. Take no action that will adversely affect title to the Property nor take action that impairs the issuance of the Title Policy as described in Section 4 of this Agreement.

7.8. Notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof immediately upon learning of the occurrence of such event.

8. Deliveries to Escrow Holder.

8.1. By Seller. Seller shall deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following items, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

(a) Deed. A statutory warranty deed, duly executed and acknowledged by Seller (the "Deed"), conveying to Buyer fee simple title to the Property, subject only to the Permitted Exceptions.

(b) FIRPTA Affidavit. A certificate evidencing that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

(c) ALTA Affidavits. Any affidavits, certifications or instruments, including any lien affidavits or mechanic's lien indemnifications, duly executed and acknowledged by Seller, as reasonably may be required by the Title Company in order to issue the Title Policy.

(d) Closing Certificates. A certificate of Seller dated as of the Closing Date certifying that all of Seller's representations and warranties remain true as of the Closing Date, or if not, specifying the respect in which any representation or warranty is no longer true.

(e) Certificates of Authority. Such certificates as are necessary or required by Buyer or the Title Company to evidence the authority of Seller and its signatories to execute the instruments to be executed by Seller in connection with this transaction, and evidence that the execution of such instruments has been properly authorized by Seller.

(f) Excise Tax Affidavit. A real estate excise tax affidavit signed by Seller.

(g) Such other instruments or documents as may be reasonably required by the Title Company, or pursuant to the provisions of this Agreement, or as mutually agreed by Seller and Buyer to be necessary to fully consummate the transaction contemplated hereby.

8.2. By Buyer. Buyer shall deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following items:

(a) Purchase Price. Buyer shall deliver or cause to be delivered to Escrow Holder on or before the Closing Date cash by federal funds, wire transfer or cashier's check in the amount necessary to pay the balance of the Purchase Price and Buyer's share of closing costs and prorations.

(b) Excise Tax Affidavit. A real estate excise tax affidavit signed by Buyer.

(c) Such other instruments or documents as may be reasonably required by the Title Company, or pursuant to the provisions of this Agreement, or as mutually agreed by Seller and Buyer to be necessary to fully consummate the transaction contemplated hereby.

9. Close of Escrow.

9.1. Time. Closing shall occur in the office of Escrow Holder on a date mutually agreeable to Buyer and Seller after Buyer's Conditions Precedent have been satisfied or waived, but in any event no later than August 30, 2021, unless further extended by written agreement or unless accelerated by written agreement if the Parties conclude an earlier Closing is possible. As used in this Agreement, "Closing," "Closing Date" or "Date of Closing" means the date on which all appropriate documents are recorded, and proceeds of sale are available for disbursement to Seller in accordance with this Agreement. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of the definition of "Closing," "Closing Date" and "Date of Closing," as available for disbursement to Seller.

9.2. Closing Costs and Prorations.

(a) Closing Costs. Buyer and Seller shall each pay its own attorneys' fees. Buyer shall pay the cost of recording the Deed, escrow fees, the title insurance premium charged by the Title Company for Buyer's Title Policy and the endorsements required by Buyer, and the cost of any survey required by the Title Company (if any). Seller's monetary liens on the Property, if not previously discharged, shall be discharged in full out of the Purchase Price at Closing. Seller shall pay real estate excise tax, if any is due.

(b) Prorations. Seller shall be responsible for paying real property taxes, general assessments, surface water management fees and other fees (if any) payable to governmental entities, utilities and operating expenses relating to the Property through the Closing Date. If Seller is entitled to a reimbursement for overpayment of real property taxes, it shall be Seller's responsibility to seek such reimbursement from the appropriate taxing authority outside of Closing. Subject to Seller's obligation under Section 6.1(b) to deliver to Buyer leases on the property prior to Closing, Buyer acknowledges that at Closing, Seller will be assigning, and Buyer will be assuming an existing triple net lease on the Property in which the tenant is responsible for maintenance, utilities, taxes and insurance pursuant to the terms of said lease. To the extent the tenant pays expenses set forth herein directly, Escrow Holder shall only pro rate those expenses paid by Seller. For those expenses for which Seller pays, Seller shall provide evidence satisfactory to Buyer that accounts for utility services to the Property, including but not limited to electricity, heating oil (if applicable), natural gas (if applicable), solid waste, water, sewer, telephone, internet service, and cable, are current and there are no delinquent charges owing. Seller shall pay any special assessments against the Property in existence as of the Closing Date through the Closing Date. All expenses of the Property, including but not limited to, real property taxes, surface water management fees and other fees (if any) payable to governmental entities, rents, utility charges, amounts payable under contracts that Buyer elects to accept or assume, annual permits and other expenses normal to ownership, use, operation and maintenance of the Property shall be prorated as of 11:59 p.m. on the Closing Date.

9.3. Procedure. Escrow Holder shall close escrow as follows:

(a) Obtain the release of the Property from any liens described in the Commitment, and delivery of all documents by Seller, and in this Agreement except the Permitted Exceptions;

(b) Confirm with Buyer satisfactory evidence of delivery of all documents by Seller;

(c) Confirm with Seller satisfactory evidence of delivery of all documents by Buyer;

(d) Pay applicable real estate transfer excise taxes and record the Deed;

(e) Complete the prorations and credits;

(f) Issue and deliver the Title Policy to Buyer;

(g) Deliver any other documents deposited by Seller with Escrow Holder to Buyer;

(h) Deliver the Purchase Price less Seller's closing costs and prorations and Buyer credits, if any, to Seller;

(i) Forward to Buyer and Seller, in duplicate, a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited with Escrow Holder, with such recording and filing date endorsed thereon; and

(j) Deliver lease security deposits and prorated rents to Buyer.

9.4. Incorporation of Escrow Instructions. This Agreement shall serve as escrow instructions, and an executed copy of this Agreement shall be deposited by Buyer with Escrow Holder following its execution. The parties may execute additional escrow instructions provided that such additional escrow instructions shall not change the terms of this Agreement.

9.5. Possession. Possession of the Property shall be delivered to Buyer upon Closing, subject to Seller's tenant's rights under existing lease.

9.6. Deliveries Outside of Escrow. On the Closing Date Seller shall deliver to Buyer outside of escrow all original books and records of account, contracts, leases and leasing correspondence, receipts for deposits, unpaid bills and other papers pertaining to the Property, architectural and engineering plans, drawings and specifications for the improvements to the Property, all "As-Built" plans and specifications, original operating permits and certificates relating to use, occupancy or operation of the Property, all advertising materials, booklets, keys and other items, if any, used in Seller's operation of the Property.

10. Brokerage Commission. Seller warrants to Buyer and Buyer warrants to Seller that each party's sole contact with the other and with the Property regarding this transaction has been directly with the other party and has not involved any broker or finder. Seller and Buyer further warrant to each other that no broker or finder can properly claim a right to a commission or finder's fee based upon contacts between the claimant and that party with respect to the other party or the Property. To the extent permitted by applicable law, each party shall indemnify, defend and hold the other party harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a fee or commission by any broker or finder in connection with the Property and this Agreement resulting from the indemnifying party's actions.

11. Condemnation.

11. If there is a condemnation (by an entity other than Buyer) of all or part of the Property initiated before Closing, Seller shall promptly notify Buyer and Buyer shall have the option for ten (10) days following the date the notice is received (a) to proceed with the Closing, in which event all condemnation proceeds already received by Seller by the Closing shall be paid to Buyer and the right to receive such proceeds not yet received by Seller shall be assigned to Buyer at the Closing, or (b) to terminate this Agreement. Unless this Agreement is terminated, Seller shall take no action with respect to any condemnation proceeding without the prior written consent of Buyer. Buyer shall take no action to initiate a condemnation proceeding for all or any portion of the Property.

12. Representations, Warranties and Covenants.

12.1. Seller's Representations and Warranties. In addition to the representations, warranties and covenants contained elsewhere in this Agreement, Seller, as of the Effective Date and as of the Closing Date, makes the following representations, warranties and covenants:

- (a) Title. Seller is the sole owner of the Property.
- (b) Agreements to Transfer or Encumber. Seller has not committed nor obligated itself in any manner whatsoever to sell or encumber the Property or any interest therein to any party other than Buyer, nor committed or obligated to lease all or any portion of the Property.
- (c) Compliance with Law. To the best of Seller's knowledge, the property complies in all material respects (both condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental authority having jurisdiction over the Property (including those related to zoning, building, subdivision, engineering, and Environmental or Safety Laws) that remains uncured.
- (d) Bankruptcy, Etc. No bankruptcy, insolvency, rearrangement or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, threatened, by a third party, or contemplated by Seller.
- (e) Litigation. There is no pending or to Seller's best knowledge threatened in writing, judicial, non-judicial foreclosure, or municipal or administrative proceedings with respect to this transaction or in any manner affecting the Property or any portion thereof or in which Seller is or will be a party by reason of Seller's ownership of the Property.
- (f) Notices. Seller have not received any written notices from any insurance companies, governmental agencies or from any other parties with respect to any violations or other matters concerning the Property.
- (g) Taxes and Assessments. Other than amounts disclosed by the Commitment, to the best of Seller's knowledge, no other property taxes have been or will be assessed against the Property for the current tax year, and there are no general or special assessments or charges that have been levied, assessed or imposed on or against the Property.
- (h) Tax Returns. Seller has filed all local, state and federal tax forms that are required to be filed by Seller, have paid all taxes due and payable by Seller to date and will pay all such taxes that become due and payable by Seller prior to the Closing.
- (i) Underground Storage Tanks; Hazardous Substances. To the best of Seller's knowledge, (i) there are no cisterns, wells, subterranean storage or underground storage tanks on the Property, (ii) there are no Hazardous Substances currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental or Safety Law, and (iii) there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental or Safety Laws at the Property. Buyer acknowledges that Buyer is aware that underground storage tanks have been removed from the Property, and that to the best of Seller's knowledge, the area was remediated and Phase One and Phase Two environmental reports will be provided

to Buyer, during the Inspection Period, indicating that no further remediation is required. Buyer agrees to rely solely on Buyer's own inspections.

(j) Violation of Property Restrictions. To the best of Seller's knowledge, the Property and the current use, occupation and condition thereof do not violate any applicable deed restrictions or other covenants, restrictions or agreements (including, without limitation, any of the Permitted Exceptions), site plan approvals, zoning or urban redevelopment plans applicable to the Property.

(k) Tax Valuation/Assessment. Seller has no knowledge and has not received any notice of: (a) proceedings pending for the correction of the assessed valuation of Real Property, or (b) any other pending or threatened special assessments affecting the Real Property.

(l) Authority. Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller's legal, valid and binding obligation enforceable against Seller in accordance with its terms. The consummation by Seller of the sale of the Property is not in violation of or in conflict with nor does it constitute a default under any of the terms of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(n) No Omissions. All representations and warranties made by Seller in this Agreement, and all information contained in any certificate furnished by Seller to Buyer in connection with this transaction, are free from any untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained herein or therein not misleading. The copies of any documents furnished to Buyer in connection with this transaction are true and complete copies of the documents they purport to be.

(o) Leases, Service Contracts or Other Contracts. Subject to Seller's obligation under Section 6.1(b) to deliver to Buyer leases on the property prior to Closing, the parties acknowledge that there is an existing lease on the Property, which shall be assigned by Seller to Buyer at Closing. Buyer agrees to assume and perform the lease according to its terms and conditions, and further agrees to indemnify and hold Seller harmless from any claims, causes of action, liability, loss or damages, including reasonable attorney's fees, which may occur or arise under the assigned lease by any acts or omissions of Buyer after Closing. This term shall survive Closing. Prior to Closing, Buyer, Seller, and tenant will execute a lease transfer agreement that will confirm the respective parties' contact information, and require tenant to pay Leasehold Excise Tax to Buyer in lieu of property tax payments (special district charges will still be applicable).

(p) Mechanic's Liens. No labor, material or services have been furnished in, on or about the Property or any part thereof that has not been paid in full prior to Closing.

12.2. Seller's Knowledge. Whenever the phrases “to Seller's knowledge” or “to the best of Seller's knowledge” or any similar phrase is used herein, those phrases mean the present, actual knowledge (as opposed to the imputed knowledge) of the fact or condition by Brian Hicks (“Seller's Representative”). The representations and warranties contained in Section 12.1 are the representations and warranties of Seller, not Seller's Representative, and shall not create any individual liability for Seller's Representative. Seller represents and warrants that Seller's representative, Brian Hicks, is the Seller's Representative most knowledgeable regarding the Property.

12.3 Effect of Buyer's Inspections. The effect of the representations and warranties made by Seller in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents.

12.4 Survival Period. Subject to the provisions of Section 12.5, and notwithstanding anything else to the contrary contained in this Agreement, in any exhibits attached hereto, or in any documents executed or to be executed at Closing or otherwise in connection herewith (collectively, the “Purchase Documents”), all of Seller's representations, warranties, covenants, undertakings, indemnities, and agreements contained in any of the Purchase Documents (collectively, “Seller's Undertakings”) shall survive the Closing for a period of six (6) months (the “Survival Period”).

12.5 Assumption of Liabilities. Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date. Other than such obligations so expressly assumed by Buyer or any liens or other obligations with respect to the Property that result from any action or activities by or on behalf of Buyer after the Closing Date, Seller, after the Date of Closing, will pay and discharge any and all liabilities of each and every kind arising out of or by virtue of the possession, ownership or use of the Property prior to the Closing Date, and shall indemnify, defend and hold Buyer harmless therefrom.

12.6 Provide Further Information. From the Effective Date through the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof promptly upon learning of the occurrence of such event.

13. Environmental Compliance. In addition to and without limiting any other representations, warranties, covenants and agreements in this Agreement, Seller represents, warrants, covenants and agrees:

13.1. Hazardous Substances. Except for petroleum products in connection with motor vehicles, lawn mowers, and underground storage tank for heating oil, Seller has not used or stored on, under or about the Property or transported to or from the Property any Hazardous Substance or allowed any other person or entity to do so. Seller has not, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property (or off-site of the Property that might affect the Property) or transported to or from the Property, any Hazardous Substance or allowed any other person or entity to do so. Seller has no knowledge nor has Seller observed any questionable practice or conduct indicating that any Hazardous Substance has been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or above Property (or off-site of the Property that might affect the Property) or transported to or from the Property by any entity, firm or person, or from any source whatsoever.

13.2. Pre-closing Covenant. Seller will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Property (or off-site of the Property that might affect the Property), or transport to or from the Property, any Hazardous Substance or authorize any other person or entity to do so, prior to the Closing.

13.3. Intentionally Omitted.

13.4. Definitions. For the purpose of this Section 13, the following terms shall be defined as provided below unless the context clearly requires a different meaning:

(a) "Environmental or Safety Law" means the Federal Water Pollution Control Act, the Clean Air Act, the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act, the Toxic Substances Control Act ("TSCA"), the Occupational Safety and Health Act, the Hazardous Materials Transportation Act, the Hazardous Materials Transportation Uniform Safety Act, the Oil Pollution Act of 1990, the Washington Water Pollution Control Act, the Clean Air Washington Act, the Washington Hazardous Waste Management Act ("HWMA"), the Washington Model Toxics Control Act ("MTCA"), the Washington Industrial Safety and Health Act, the Washington Worker and Community Right to Know Act, and the Washington Oil and Hazardous Substance Spill Prevention and Response Act, together with all regulations promulgated under any such authority, and any and all other federal, state, regional, local or international statutes, regulations, rules, ordinances, orders, court or regulatory agency directives, permits, licenses, governmental authorizations and common law causes of action that apply to (1) any hazardous substance or material regulated or restricted under CERCLA, RCRA, TSCA, MTCA, or the HWMA; (2) any other pollutant, contaminant, or waste; (3) the health or safety of persons; or (4) the protection of the environment or land use. "Environmental or Safety Law" includes past and future amendments and supplements.

(b) "Hazardous Substances" means any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any Environmental or Safety Law.

14. As-Is Sale; Release; Seller Disclosure Form.

14.1. As-Is Sale. Buyer acknowledges that, except for the representations and warranties of Seller set forth in this Agreement and the Purchase Documents, the Property is being purchased on an "as is" basis, and that no implied or express representations or warranties have been made by Seller except as expressly provided in this Agreement. Buyer acknowledges that (a) Buyer has had or will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual and other inquiries and investigation as Buyer deems necessary, desirable or appropriate with respect to the Property, and (b) except as otherwise expressly set forth in Section 12.1 of this Agreement, neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise or statement, express or implied, to Buyer, or to anyone acting for or on behalf of Buyer, concerning the Property or the condition, use or development thereof. Buyer represents that, in entering into this Agreement, Buyer has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller,

other than as expressly set forth in Section 12.1 of this Agreement, and that Buyer shall purchase the Property based upon Buyer's own prior investigation and examination of the Property. If Buyer elects to proceed to Closing, such election will be made at Buyer's absolute discretion, in reliance solely upon the tests, analyses, inspections and investigations that Buyer makes, or had the right to make and opted not, or otherwise failed, to make, and not in reliance upon any alleged representation made by or on behalf of Seller, except as set forth in Section 12.1.

15. Survival. Subject to the limitations in Section 12.4, the covenants, agreements, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

16. Entire Agreement. This Agreement contains the entire integrated agreement of the parties, including all of the covenants and conditions between the parties with respect to the subject matter of this Agreement, and supersedes all prior correspondence, agreements and understandings, both verbal and written. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by Seller and Buyer. The parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the parties.

17. Default; Remedies, Specific Performance.

17.1 Seller Default. This Agreement pertains to the conveyance of real property, the unique nature of which is hereby acknowledged by the parties. Consequently, if Seller breaches or defaults under this Agreement or any of the representations, warranties, terms, covenants, conditions or provisions hereof, Buyer shall have, in addition to a claim for damages for such breach or default, and in addition and without prejudice to any other right or remedy available under this Agreement or at law or in equity, the right (a) to specific performance of this Agreement; or (b) to terminate this Agreement upon written notice without liability to Seller.

17.2 Buyer Default. If Buyer fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except (a) failure of any condition precedent to Buyer's obligations to Close or (b) failure by Seller to perform its obligations hereunder, then Seller, as its sole and exclusive remedy, may terminate this Agreement and receive the Deposit as liquidated damages and not as penalty, in full satisfaction of claims against Buyer hereunder. Seller and Buyer agree that Seller's damages resulting from Buyer's default are difficult, if not impossible, to determine, and the Deposit is a fair estimate of those damages and has been agreed to in an effort to cause the amount of damages to be certain.

18. Notices. All written notices required to be given pursuant to the terms hereof shall be either delivered personally; deposited in the United States mail, certified mail, return receipt requested, postage prepaid and addressed to the addresses listed below with copies to the parties listed after such address (if any) sent by facsimile transmission to the numbers below or sent by electronic transmission to the email address below, with receipt acknowledged:

SELLER:

Brian Hicks
Elm Grove, LLC
P.O Box 752
Shasta Lake, CA 96019
Facsimile: N/A Telephone: (530) 945-4443
Email: brian@bwhicks.com
And
Michael C. Malnati
Reed Longyear Malnati & Ahrens, PLLC
801 2nd Ave., Suite 1415
Seattle, WA 98104
Telephone: (206) 624-6271
Email: mmalnati@reedlongyearlaw.com

BUYER:

Seattle Department of Parks and Recreation
300 Elliott Avenue West, Suite 100
Seattle, WA 98134
Attn: Lise Ward
Facsimile: (206) 233-7038 Telephone: (206) 733-9106
Email: lise.ward@seattle.gov

The foregoing addresses may be changed by written notice to the other party as provided herein. Mailed notice properly given shall be deemed received five (5) days after deposit in the U.S. mail, certified mail, return receipt requested. Email transmission with read receipt confirmed by email, of any signed original document or notice, and retransmission of any signed email transmission, shall be the same as personal delivery of an original. At the request of either party, or the Escrow Holder, the parties will confirm facsimile or email transmitted signatures by signing an original document.

19. Section 1031 Like-Kind Exchange. If Seller intends for this transaction to be part of a Section 1031 like-kind exchange, then Buyer agrees to cooperate in completion of the like-kind exchange so long as Buyer incurs no additional liability in doing so, and so long as any expenses incurred by Buyer that are related only to the exchange are paid or reimbursed to Buyer at or prior to Closing. Notwithstanding any other term in this Agreement, but subject to obligations under 6.1(b) to deliver any agreements or contracts related to the property to Buyer, Seller may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

20. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. Waivers. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

22. Construction. Captions are solely for the convenience of the parties and are not a part of this Agreement. This Agreement shall not be construed as if one of the parties had prepared it, but rather as if both parties had prepared it. If the date on which Buyer or Seller are required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

23. Time. Time is of the essence of every provision of this Agreement.

24. Force Majeure. Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

25. Successors. The terms, conditions and covenants contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

26. Applicable Law. This Agreement shall be interpreted and governed by the laws of the State of Washington. The venue of any legal action or claim related to this Agreement shall be in the Superior Court for King County.

27. No Third Party Beneficiary. The parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the parties, and therefore, nothing in this Agreement express or implied shall confer upon any person any right or interest whatsoever, other than directly to the parties and their heirs, executors, personal representatives, successors and assigns.

28. Reservation of Rights and Responsibilities. Except as set forth in this Agreement, Buyer and Seller retain all rights, privileges, obligations and remedies as set forth under applicable federal, state or local laws.

29. Entire Agreement. This Agreement (a) constitutes the sole and only agreement of the parties hereto with respect to the subject matter hereof (b) supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof, and (c) cannot be changed except by their written consent.

30. Counterparts. The parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. A facsimile or electronic mail transmission shall be binding on the party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

31. No Recording of Agreement. Neither party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other.

32. Incorporation of Exhibits. All exhibits hereto and all other documents and instruments referred to herein or in any exhibit or attachments hereto are incorporated by reference as a part of this Agreement. The Exhibit List to this Agreement shall be as follows:

- Exhibit A Legal Description of Property
- Exhibit B: Map of property
- Exhibit C Permitted Exceptions

Signatures of the Parties to this Agreement are on the following pages.

Exhibit A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KING, STATE OF WA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

LOTS 11 THROUGH 20, INCLUSIVE, AND 38 THROUGH 46, ALL IN BLOCK 13, RIVER PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 41, IN KING COUNTY, WASHINGTON;
EXCEPT THAT PORTION CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 82673 FOR COMMERCIAL WATERWAY DISTRICT NUMBER 1.

PARCEL B:

TOGETHER WITH THE WEST 112.75 FEET OF THE SOUTH 100 FEET OF THE NORTH 360 FEET OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THAT PORTION CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 82673 FOR COMMERCIAL WATERWAY DISTRICT NUMBER 1.

Exhibit B

MAP



Exhibit C

PERMITTED EXCEPTIONS

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the Public Records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity
11. & 12. General Taxes for the year 2021 prorated after the date of closing.
Tax Account Nos.: 732790121501 and 3224049002.
14. No protest can be made against the construction of or assessment for a permanent watermain Agreement and the terms and conditions thereof:

Between: Nellie Manson
And: Seattle Water Department
Recording Information: 6373301
Affects: portion of said premises
15. Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. 8804229006.
16. Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. 20100719900001.
17. Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. 20200113900003.

18. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of Duwamish Waterway, if it is navigable.

19. Any question that may arise due to the shifting and/or changing in the course of Duwamish Waterway.

20. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the right of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

21. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (“First Amendment”) by and between THE CITY OF SEATTLE, a Washington municipal corporation (“Buyer”), and ELMGROVE, LLC, a Washington limited liability company (“Seller”), amends that certain Real Estate Purchase and Sale Agreement fully executed _____ between the parties for purchase and sale of that certain real property situated in King County, Washington, described in Exhibit A (“Legal Description”) as follows.

1. Subsection 3.3. **Deposit**, is amended as follows: Delete subsection and replace with “**3.3 Deposit. Within ten (10) days of the Effective Date, Buyer will open an escrow account with First American Title Company, 16340 SE 256th St. #B200, Covington, WA 98042 (referred to hereafter as “Escrow Holder” or “Title Company”) and shall deliver to Escrow Holder Fifty Thousand and NO/100 Dollars (\$50,000.00) (the “Deposit”) in immediately available funds, together with the original of the fully executed Agreement. The Deposit shall be applicable to the Purchase Price at Closing, and shall be non-refundable except in event of Seller’s default, Seller’s failure to satisfy its obligations under this Agreement, or Buyer’s decision to terminate the Agreement if Buyer becomes aware of a material environmental contamination issue during Buyer’s investigation of the property described in Section 6, where “material” is defined as any issue that City determines in its reasonable discretion based on any environmental assessment, report or plan concerning the Property that will cost more than \$50,000 to remediate.**”
2. Subsection 5.5. **Termination**, is amended as follows: Delete subsection and replace with “**5.5 Termination. If any Buyer’s Condition Precedent is not satisfied or waived prior to Closing (or such earlier date as provided elsewhere in this Agreement), then Buyer, in Buyer’s sole discretion, shall have the right to terminate this Agreement by written notice to Seller and Escrow Holder, and the parties shall have no further obligations under this Agreement. Seller shall be entitled to retain the non-refundable Deposit, except in event of Seller’s default, or Seller’s failure to satisfy its obligations under this Agreement, or Buyer’s decision to terminate the Agreement if Buyer becomes aware of a material environmental contamination issue during Buyer’s investigation of the property described in Section 6, where “material” is defined as any issue that City determines in its reasonable discretion based on any environmental assessment, report or plan concerning the Property that will cost more than \$50,000 to remediate, provided that if an environmental contamination issue is discovered, Buyer will make reasonable efforts to reach an agreed solution to that issue pursuant to this Agreement before terminating the Agreement.**”
3. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

Signatures of the Parties to this First Amendment are on the following page.

BUYER:

The City of Seattle, a Washington municipal corporation

By: _____
Jesús Aguirre
Superintendent of Parks and Recreation

Date: _____

SELLER:

Elm Grove, LLC, a Washington limited liability company

By: _____
Name: Brian Hicks
Its: _____

ACCEPTANCE

On behalf of the City of Seattle, a municipal corporation of the State of Washington, I, Jesús Aguirre, Superintendent of Seattle Parks and Recreation, accept the interest in real property conveyed herein by this Statutory Warranty Deed, legally described in the Statutory Warranty Deed, from 1024 Elmgrove, LLC, to the City of Seattle, pursuant to the authority conferred by Ordinance _____.

Dated: _____

THE CITY OF SEATTLE

Jesús Aguirre
Superintendent
Seattle Parks and Recreation

SUMMARY and FISCAL NOTE*

| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
|----------------------|-----------------------------|---------------------------|
| Parks and Recreation | Max Jacobs/684-8018 | Anna Hurst/733-9317 |

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Parks and Recreation (SPR); authorizing the acquisition of real property commonly known as 1024 South Elmgrove Street; authorizing acceptance of a recording of the deed for open space, park, and recreation purposes; and ratifying and confirming certain prior acts.

Summary and background of the Legislation: This proposed legislation authorizes the Seattle Parks and Recreation (SPR) to acquire the property located adjacent to Duwamish Waterway Park on the Duwamish River. The legislation also allows for the acceptance of the deed to the subject property for open space, park, and recreation purposes.

The City's Office of Sustainability and Environment's Duwamish Valley Program (DVP) has been working with multiple community partners since 2016 to identify ways to meet community needs for community spaces that increase access to equitable opportunities and mitigate displacement pressures. Consistent community priorities include access to open space and the Duwamish River, new spaces to gather, and for supportive community organizations. The Equitable Development Initiative provided capacity building support to the Duwamish Valley Affordable Housing Coalition, which developed a strategy for the City to develop the property, including by potential additions of affordable housing and a multipurpose building hosting community serving space on portions of the site.

In 2019, a community member notified the DVP that there was a 42,930 square-foot property, adjacent to Duwamish Waterway Park, that might be for sale. It had the ability to advance multiple community needs.

Since then, the City received \$600,000 from the Robert Wood Johnson Foundation (RWJF) to work with community partners in the Duwamish Valley on a strategy that will improve health, increase community resilience, and adapt to the impacts of a changing climate. This work will specifically deliver on key actions identified in the City-community shared Duwamish Valley Action Plan.

Securing the property while it being offered for sale now, and during the current planning efforts, will allow City planning efforts and community collaboration to continue while increasing the public land and park and recreational opportunities in the community.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes ___ X No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes ___ No X

The subject property will be acquired with existing appropriation from the Park Fund (10200) backed by future CFT grant revenues. The King County Conservation Futures Tax (CFT) levy equity grant program awarded the City \$1,000,000 to buy the property, and the Advisory Committee stated that it was open to fully funding the acquisition, or another amount, pending the outcome of community conversations. This grant does not require a match.

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

Once the acquisition is complete, SPR will manage the lease with the existing commercial tenant, with revenues going back to the department to support future expenses. SPR will improve the property when vacant and development funding is available. SPR will incur new maintenance and operating costs for the property after it is developed and may request funding in a forthcoming budget process.

Is there financial cost or other impacts of *not* implementing the legislation?

The property owner is willing to sell the property to the City at this time. If the City does not acquire it at this time, the owner will continue to utilize it for commercial purposes and may accept other offers. The South Park neighborhood will then lose the benefits of the \$600,000 Robert Wood Johnson Foundation grant planning for park and community uses at this site, and the City would lose an opportunity to expand the park and public access to the Duwamish River.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

OPCD is involved as this acquisition aligns with City's Duwamish Valley Program and doing outreach with the community about activating this space. OPCD has contracted with Duwamish Valley Affordable Housing Coalition to develop a potential plan for multipurpose space to address the needs of this unique and underserved community. SPR and other city departments will take this work into account when considering long term plans.

- b. Is a public hearing required for this legislation?** No.
- c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?** Not applicable.
- d. Does this legislation affect a piece of property?** Yes, as depicted in Summary Ex A – Map of Duwamish Waterway Park Addition Acquisition.
- e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?** Over 62% of South Park residents identify as non-white. Only 56% of these residents are within a five-minute walk to open space. The acquisition of the property, the community-led decision-making about development, and the use of Seattle’s Environmental Justice Committee’s “Principles of Public Space for Communities of Color,” will advance the Racial Equity Outcomes in the Duwamish Valley Action Plan. Specifically, it will advance Healthy Communities, Thriving Neighborhoods, Prosperity in Place, Equitable Access to City Resources, and Community Leadership and Capacity Building. The acquisition of this property will eliminate the uncertainty of property use during a community planning process and ensure that the expanded Duwamish Waterway Park can serve the residents of the South Park Community permanently.

OSE will use RWJF funds to hire a community engagement firm to develop an equitable engagement plan that includes interpretation and translation services. The firm will substantively partner with and compensate community organizations and individuals to gain their expertise and assist with engagement in the site planning for this acquisition.

The Office of Housing, is also advancing legislation to acquire land for developing affordable housing in South Park. These two proposed acquisitions are part of an intentional strategy, developed through the Duwamish Valley Program and the Capital Subcabinet, to break the investment and displacement cycle, by making concurrent investments in affordable housing, community-supportive spaces, and open space. This will increase the likelihood that the benefits from City investments accrue to incumbent communities, who have been most affected by inequities and disparities in health, education, opportunity, and access to beautiful green spaces as well as clean air, land, and water.

f. Climate Change Implications

- 1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?** This acquisition is likely to decrease carbon emissions at this site in that impervious surfaces will be removed after the existing tenant leaves the site and the site is redeveloped for park and community uses. The open space will help sequester carbon and reduce heat island effects.
- 2. 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.

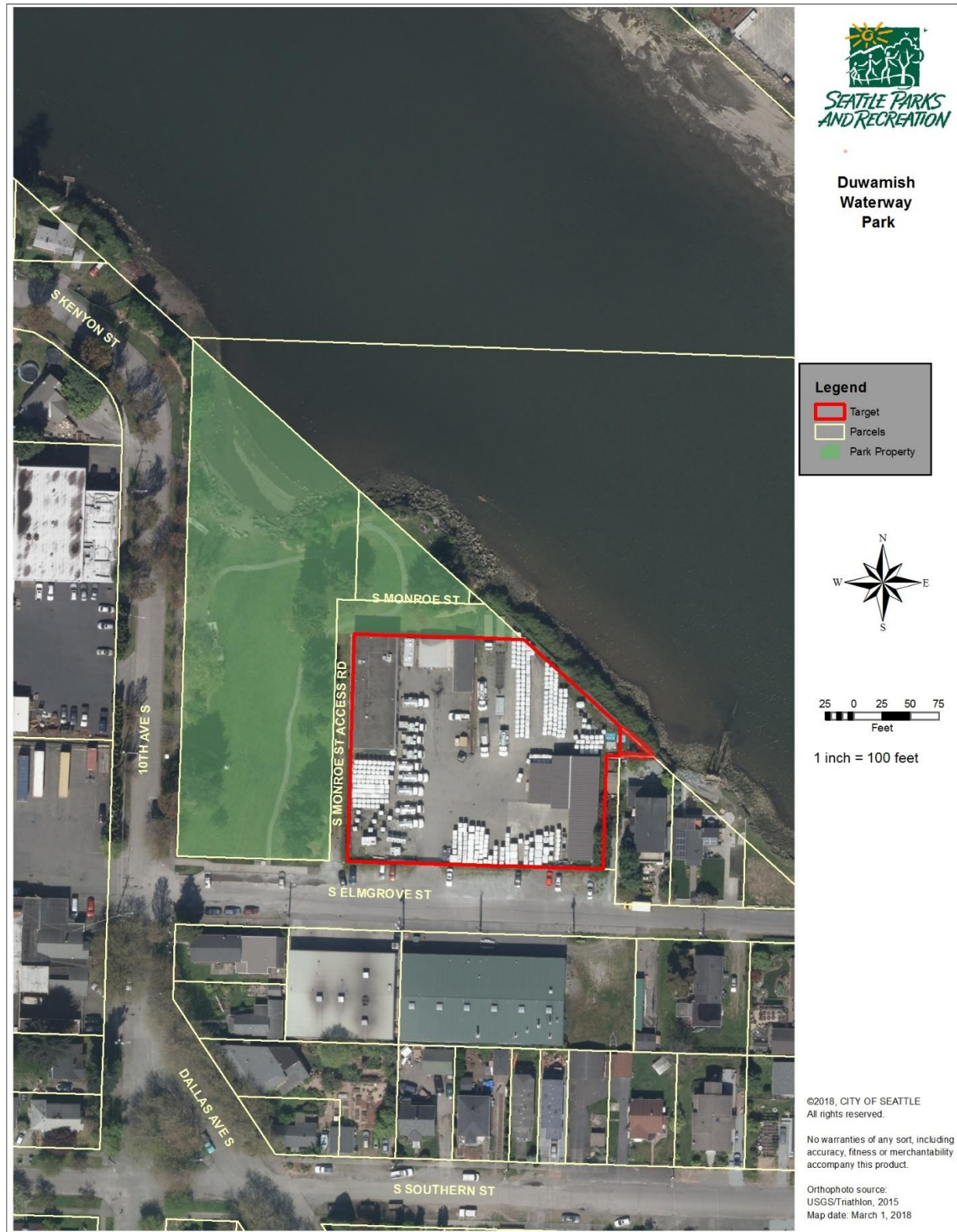
The City will work with community to lead site planning and conceptual design for the potential expansion of Duwamish Waterway Park in ways that advance their priorities for developing community-supportive spaces and open space, increasing access to the Duwamish River, restoring aquatic habitat, creating a network of connected open spaces along the Duwamish River, and expanding opportunities for cultural activities and uses for the site.

The project will be also a learning opportunity for project partners to identify and learn about best practices for creating a community-led Duwamish Valley Resilience District, including: shared funding; processes (e.g. shared decision-making, multisector collaboration); science (e.g. habitat); health equity; and anti-displacement. These will serve as a model for upcoming multimillion dollar capital investments in the Duwamish Valley, and for supporting community resilience.

- g. 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). Not applicable.**

List attachments/exhibits below:

Summary Exhibit A – Map of Duwamish Waterway Park Addition
Summary Exhibit B – Fifth Amendment to PSA



07/27/2021

**FIFTH AMENDMENT AND ADDENDUM TO REAL ESTATE PURCHASE AND SALE
AGREEMENT AND LIMITED WAIVER AGREEMENT**

THIS FIFTH AMENDMENT AND ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT AND LIMITED WAIVER (~~Fourth~~ ^{FIFTH BA} Amendment") by and between THE CITY OF SEATTLE, a Washington municipal corporation ("Buyer"), and ELMGROVE, LLC, a Washington limited liability company ("Seller"), amends, serves as an addendum to, and waives certain rights held by Buyer in connection with the Real Estate Purchase and Sale Agreement, ("PSA") executed by Buyer and Seller on May 27, 2021 and previously amended through amendments dated May 27, 2021, July 9, 2021, July 16, 2021, and July 22, 2021 with respect to Buyer's purchase and Seller's sale of that certain real property, "Property," situated in King County, Washington, identified as:

That certain tract and parcel of vacant real property located at 1024 South Elmgrove Street, Tax Parcel Numbers 732790121501 and 322404900209 and more particularly and legally described in Exhibit A and depicted in Exhibit B, of the PSA along with all Appurtenances to the Property set out in the PSA.

AMENDMENT

1. Section 3.1 (Purchase Price; Amount) of the PSA, is amended to reduce the Purchase Price by fifty thousand dollars (\$50,000) as follows: Replace "Three Million Nine Hundred Thousand and no/100 Dollars (\$3,900,000)" with "Three Million Eight Hundred and Fifty Thousand and No/100 Dollars (\$3,850,000)."
2. Section 4 (Title), Subsection 4.3 (Permitted Exceptions) of the PSA, and Exhibit C to the PSA ("Permitted Exceptions") is amended to include that certain Commercial Lease by and between Seller as "Lessor" and United Site Services of Nevada, Inc. as "Lessee" dated March 27, 2020 (the "Lease") as a Permitted Exception. Seller and Buyer shall execute an Assignment of Lease at Closing, with the appropriate documentation provided by the Escrow Agent, or by Seller, for Buyer's approval. The Assignment of Lease shall comply with Washington law.
3. Section 8.1 (Deliveries to Escrow Holder by Seller) of the PSA shall be amended to add a new subsection (h) as follows:

(h) Assignment of Lease. Seller shall provide, unless the Parties mutually agree that Escrow Holder or Buyer shall provide such document, an Assignment of Lease or other document evidencing Seller's intent to assign the Lease and Buyer's intent to assume the Lease to be executed by the Buyer and Seller at Closing.

ADDENDUM

4. The Parties agree that the Phase II Environmental Site Assessment Soil Sampling Report, dated June 24, 2021 and prepared by ECO Compliance Corporation ("Phase II Report"), attached as Exhibit A, identified Hazardous Substances, as defined in Section 13.4(b) of the PSA, on the Property. The Phase II Report identifies several Hazardous Substances, or,

"compounds of concern" as they are described in the Phase II Report, detected through analysis of soil samples collected at the Property ("Reported Substances") and sets out the concentrations of those compounds within the samples. Notwithstanding the Reported Substances, and in consideration for the reduction in the Purchase Price set out in Section 1 of this Amendment, Buyer agrees to waive certain rights under the PSA only with respect to the Reported Substances, as follows:

07/27/2021

- a. Pursuant to Section ~~3~~^{5.1} of the PSA, Buyer waives as a condition precedent only with respect to the Reported Substances, the matters set out in Sections 5(d) and 5(e) of the PSA.
- b. Buyer waives and agrees that Seller has satisfied Seller's disclosure and notice obligations under Sections 7.1, 7.2 and 7.8 of the PSA only with respect to the Reported Substances.
- c. Buyer waives Seller's obligations under Sections 7.4 and 7.6 only with respect to the Reported Substances.
- d. Buyer waives and agrees that disclosure of Hazardous Substances in the Phase II Report satisfies Seller's duties under Sections 12.1(c), 12.1(e), 12.1(f), 12.1(i), 12.1(j), 12.1(n) and Section 13 of the PSA only with respect to the Reported Substances. No further action is required by Seller in connection with the representations, warranties, covenants and agreements set out in those Sections only with respect to the Reported Substances.
- e. Buyer waives Seller's assumption of liabilities under Section 12.5 only with respect to costs associated with remediating the Reported Substances.
- f. Buyer agrees that the matters identified in the Phase II Report are known to Seller and constitute the state of the property "as-is" under Section 14.1 of the PSA. If Buyer elects to proceed to Closing under the PSA, such election will be made at Buyer's absolute discretion. Buyer's reliance on Seller's representations in Section 12.1 of the PSA is limited by and subject to this Section 4 of this ~~Fourth~~^{FIFTH} Amendment.
- g. Buyer hereby notifies Seller that the feasibility study and the conditions of Section 6.3 are satisfied, notwithstanding the results of the Phase II Report and the presence of the Report Substances on the Property.

07/27/2021

WAIVER

- 5. In consideration for the reduction of the Purchase Price set out in Section 1 of this ~~Fourth~~^{FIFTH} Amendment, and upon the close of the property purchase set out in the PSA, as amended for the agreed purchase price of \$3,850,000 described herein, Buyer does hereby waive, release and forever discharge the Seller from any and all actual, threatened or potential claims by City and its successors and assigns, whether known or unknown, resulting from or connected to the threatened or actual release of Reported Substances at, on or from the Property.
- 6. All other terms and conditions of the PSA remain unchanged and in full force and effect.

07/27/2021

SIGNATURES ON NEXT PAGE
BUYER:


The City of Seattle, a Washington municipal corporation

By: 
Jesus Aguirre (07/23/2021 11:39 PDT)
Jesus Aguirre
Superintendent of Parks and Recreation

07/23/2021
Date: —

SELLER:

Elm Grove, LLC, a Washington limited liability company

By: 
Name: Brian Hicks
Its: *HAIJ* c:-

Signature:


Jesus Aguirre (10/27/2021 10:11 PDT)

Email: JESUS.AGUIRRE@SEATTLE.GOV



Legislation Text

File #: CB 120145, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE naming the pedestrian and bicycle bridge across Interstate 5, connecting N 100th St to 1st Ave NE, as the John Lewis Memorial Bridge.

WHEREAS, John Lewis was a civil rights icon and politician who served as the U.S. representative for

Georgia's 5th Congressional District for more than three decades; and

WHEREAS, John Lewis was known as "the Conscience of the U.S. Congress"; and

WHEREAS, he coined the term "good trouble" to describe his participation in protests at segregated lunch counters in Nashville, Tennessee; and

WHEREAS, in 1961, he volunteered to participate in the Freedom Rides, which challenged segregation at interstate bus terminals across the South; and

WHEREAS, John Lewis and other civil rights leaders led over 600 peaceful protestors across the Edmund Pettus Bridge in Selma, Alabama on March 7, 1965 to march from Selma to Montgomery to demonstrate the need for voting rights in the state; and

WHEREAS, Alabama state troopers attacked the marchers in a brutal confrontation that became known as "Bloody Sunday." News broadcasts and photographs revealing the senseless cruelty of the segregated South helped hasten the passage of the Voting Rights Act of 1965; and

WHEREAS, his legacy of non-violent advocacy has influenced modern civil rights movements such as Black Lives Matter; and

WHEREAS, the City of Seattle stands in solidarity with the Black community; and

WHEREAS, the City Council is committed to systematically uprooting racism and investing in Black, indigenous, and people of color (BIPOC) communities to address disparities in wealth, health, education, homeownership, and opportunity; and

WHEREAS, the North Seattle has a well-documented history of redlining and exclusionary housing covenants that prohibited non-white residents from living and acquiring property in much of the North End; and

WHEREAS, recent demographic trends show a growing BIPOC population in North Seattle; and

WHEREAS, in 2020 the Seattle Design Commission requested that the Mayor propose, and the City Council adopt, a joint Resolution requiring City departments to develop explicit policies for naming City-owned public facilities after places, people, and events of importance to Seattle's Indigenous people, Black people, and other historically underrepresented groups; and

WHEREAS, the naming of public infrastructure after BIPOC community leaders is a burgeoning practice in Seattle, with examples such as Hayashi Avenue, the Tony Lee Apartments, Robert Eagle Staff Middle School and Martin Luther King Jr. Way; and

WHEREAS, the naming of significant infrastructure can convey the community's values and shared vision for the future; and

WHEREAS, John Lewis exemplified the values and principles to which the City aspires; NOW, THEREFORE, **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. The pedestrian and bicycle bridge across Interstate 5, connecting N 100th St to 1st Ave NE, is named the John Lewis Memorial Bridge.

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

Passed by the City Council the _____ day of _____, 2021, and signed by
me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
|--------------------|-----------------------------|---------------------------|
| Legislature | Calvin Chow/x4-4652 | N/A |

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE naming the pedestrian and bicycle bridge across Interstate 5, connecting N 100th St to 1st Ave NE, as the John Lewis Memorial Bridge.

Summary and background of the Legislation:

This legislation would establish the legal name of the pedestrian and bicycle bridge connecting North Seattle Community College to the Sound Transit Northgate Light Rail Station (currently under construction) as the “John Lewis Memorial Bridge.” The bridge will connect N 100th Street to 1st Avenue NE, across Interstate 5.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes ___X___ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes ___X___ No

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

The design of the pedestrian and bicycle bridge did not include signage considerations for naming of the bridge. If specific signage is desired, and depending on the complexity of the signage sought, SDOT may need additional budget for design, construction, and installation of signage.

Is there financial cost or other impacts of *not* implementing the legislation?

No financial cost or other impacts identified.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

This legislation establishes the legal name of the pedestrian and bicycle bridge across Interstate 5. The bridge is an SDOT managed asset.

b. Is a public hearing required for this legislation?

No public hearing required.

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No public notice required.

d. Does this legislation affect a piece of property?

The legislation establishes the legal name of the bridge structure, but does not otherwise impact property.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

This legislation would name a significant bridge structure in North Seattle in honor of Representative John Lewis who, as a civil rights icon, exemplifies the values and principles of the City of Seattle to fight systemic racism and support Black, indigenous, and people of color (BIPOC) communities.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

No climate change implications identified.

2. 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.

No climate resiliency implications identified.

g. 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).

No goals identified.

List attachments/exhibits below:

None



Legislation Text

File #: CB 120133, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE granting Swedish Health Services permission to construct, maintain, and operate a pedestrian tunnel under and across Minor Avenue, south of Columbia Street and north of Cherry Street, for a 15-year term, renewable for one successive 15-year term; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

WHEREAS, Swedish Health Services applied for permission to construct a pedestrian tunnel under and across Minor Avenue, south of Columbia Street and north of Cherry Street in the First Hill neighborhood (“pedestrian tunnel”); and

WHEREAS, the purpose of the pedestrian tunnel is to provide a connection for staff and visitors from the new building located on the block bounded by Columbia Street, Minor Avenue, Cherry Street, and Boren Avenue (“Block 95”) to the Northwest Tower and main hospital for the transport of supplies, food, and waste; and

WHEREAS, the obligations of the ordinance remain in effect after the ordinance term expires until the encroachment is removed, or Swedish Health Services is relieved of the obligations by the Seattle Department of Transportation Director, or the Seattle City Council passes a new ordinance to renew the permission granted; and

WHEREAS, the Seattle City Council adopted Resolution 31700 and conceptually approved the pedestrian tunnel, and Swedish Health Services has met the obligations described in this resolution; and

WHEREAS, the adoption of this ordinance is the culmination of the approval process for the pedestrian tunnel to legally occupy a portion of the public right-of-way, and the adopted ordinance is considered to be the

permit; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. **Permission.** Subject to the terms and conditions of this ordinance, the City of Seattle (“City”) grants permission (also referred to in this ordinance as a permit) to Swedish Health Services, and its successors and assigns as approved by the Director of the Seattle Department of Transportation (“Director”) according to Section 14 of this ordinance (the party named above and each such approved successor and assign is referred to as the “Permittee”), to construct, maintain, and operate a pedestrian tunnel under and across Minor Avenue, south of Columbia Street and north of Cherry Street (collectively referred to as “pedestrian tunnel”), adjacent in whole or in part to the property legally described as:

PARCEL 12

LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 95, TERRY'S SECOND ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87, RECORDS OF KING COUNTY, WASHINGTON.

PARCEL 13

LOTS 6 AND 7, BLOCK 95, TERRY'S SECOND ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON.

PARCEL 14

LOT 8, BLOCK 95, TERRY'S SECOND ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON.

TOGETHER WITH:

BLOCK 95, TERRY'S SECOND ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87, RECORDS OF KING COUNTY, WASHINGTON; CONTAINING AN AREA OF 3,841 SQUARE FEET OR .0882 ACRES, MORE OR LESS; SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

PARCEL 1

LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 120, A.A. DENNY'S BROADWAY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON.

TOGETHER WITH VACATED ALLEY IN SAID BLOCK 120, AS DESCRIBED AND VACATED UNDER ORDINANCE NUMBER 53208 IN THE CITY OF SEATTLE;

AND TOGETHER WITH THE SOUTHWESTERLY HALF OF VACATED SUMMIT AVE

ADJACENT TO SAID BLOCK, LYING SOUTHEASTERLY OF THE SOUTHEAST LINE OF COLUMBIA STREET, AS DESCRIBED AND VACATED UNDER ORDINANCE NUMBER 89570 OF THE CITY OF SEATTLE;

AND THAT PORTION OF COLUMBIA STREET AND OF SUMMIT AVENUE AS VACATED UNDER ORDINANCE NUMBER 101585 OF THE CITY OF SEATTLE, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 8, BLOCK 131, A.A. DENNY'S BROADWAY ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON; THENCE SOUTH 59°22'43" WEST ALONG THE NORTHWESTERLY LINE OF COLUMBIA STREET TO THE MOST SOUTHERLY CORNER OF LOT 8, BLOCK 120, SAID ADDITION; THENCE SOUTH 30°35'29" EAST ALONG THE PRODUCTION OF THE SOUTHWESTERLY LINE OF SAID LOT, 66 FEET TO THE MOST WESTERLY CORNER OF BLOCK 101, TERRY'S SECOND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON; THENCE NORTH 59°22'43" EAST ALONG THE NORTHWESTERLY LINE OF SAID BLOCK TO THE MOST NORTHERLY CORNER THEREOF, THENCE NORTH 30°37'02" WEST ALONG THE PRODUCTION OF THE NORTHEASTERLY LINE OF SAID BLOCK 0.012 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 66 FEET, A DISTANCE OF 103.66 FEET TO A POINT OF TANGENCY ON THE NORTHWESTERLY LINE OF COLUMBIA STREET, SAID POINT BEING THE BEGINNING;

LOTS 1, 2, 3, AND 4, BLOCK 101, TERRY'S SECOND ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON;

TOGETHER WITH VACATED ALLEY LYING BETWEEN SAID LOTS IN BLOCK 101, AS DESCRIBED AND VACATED UNDER ORDINANCE NUMBER 5956 OF THE CITY OF SEATTLE;

EXCEPT THAT PORTION OF SAID LOTS 3 AND 4 AND VACATED ALLEY CONVEYED TO THE CITY OF SEATTLE BY DEED RECORDED UNDER RECORDING NUMBER 7211170618;

TOGETHER WITH THE NORTHWESTERLY HALF OF VACATED PUBLIC WALKWAY IN SAID BLOCK 101, AS DESCRIBED AND VACATED UNDER ORDINANCE NUMBER 110712 OF THE CITY OF SEATTLE.

Section 2. **Term.** The permission granted to the Permittee is for a term of 15 years starting on the effective date of this ordinance and ending at 11:59 p.m. on the last day of the fifteenth year. Upon written application made by the Permittee at least one year before expiration of the term, the Director or the City Council may renew the permit once, for a successive 15-year term, subject to the right of the City to require the removal of the pedestrian tunnel or to revise by ordinance any of the terms and conditions of the permission

granted by this ordinance. The total term of the permission, including renewals, shall not exceed 30 years. The Permittee shall submit any application for a new permit no later than one year prior to the expiration of the then-existing term.

Section 3. **Protection of utilities.** The permission granted is subject to the Permittee bearing the expense of any protection, support, or relocation of existing utilities deemed necessary by the owners of the utilities, and the Permittee being responsible for any damage to the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of the pedestrian tunnel and for any consequential damages that may result from any damage to utilities or interruption in service caused by any of the foregoing.

Section 4. **Removal for public use or for cause.** The permission granted is subject to use of the street right-of-way or other public place (collectively, public place) by the City and the public for travel, utility purposes, and other public uses or benefits. The City expressly reserves the right to deny renewal, or terminate the permission at any time before expiration of the initial term or any renewal term, and require the Permittee to remove the pedestrian tunnel or any part thereof or installation on the public place, at the Permittee's sole cost and expense, if:

A. The City Council determines by ordinance that the space occupied by the pedestrian tunnel is necessary for any public use or benefit or that the pedestrian tunnel interferes with any public use or benefit; or

B. The Director determines that use of the pedestrian tunnel has been abandoned; or

C. The Director determines that any term or condition of this ordinance has been violated, and the violation has not been corrected by the Permittee by the compliance date after a written request by the City to correct the violation (unless a notice to correct is not required due to an immediate threat to the health or safety of the public).

A City Council determination that the space is needed for, or the pedestrian tunnel interferes with, a public use or benefit is conclusive and final without any right of the Permittee to resort to the courts to adjudicate the matter.

Section 5. **Permittee's obligation to remove and restore.** If the permission granted is not renewed at the expiration of a term, or if the permission expires without an application for a new permission being granted, or if the City terminates the permission, then within 90 days after the expiration or termination of the permission, or prior to any earlier date stated in an ordinance or order requiring removal of the pedestrian tunnel, the Permittee shall, at its own expense, remove the pedestrian tunnel and all of the Permittee's equipment and property from the public place and replace and restore all portions of the public place that may have been disturbed for any part of the pedestrian tunnel in as good condition for public use as existed prior to constructing the pedestrian tunnel and in at least as good condition in all respects as the abutting portions of the public place as required by Seattle Department of Transportation (SDOT) right-of-way restoration standards.

Failure to remove the pedestrian tunnel as required by this section is a violation of Chapter 15.90 of the Seattle Municipal Code (SMC) or successor provision; however, applicability of Chapter 15.90 does not eliminate any remedies available to the City under this ordinance or any other authority. If the Permittee does not timely fulfill its obligations under this section, the City may in its sole discretion remove the pedestrian tunnel and restore the public place at the Permittee's expense and collect such expense in any manner provided by law.

Upon the Permittee's completion of removal and restoration in accordance with this section, or upon the City's completion of the removal and restoration and the Permittee's payment to the City for the City's removal and restoration costs, the Director shall issue a certification that the Permittee has fulfilled its removal and restoration obligations under this ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public interest, the Director may, in the Director's sole discretion, conditionally or absolutely excuse the Permittee from compliance with all or any of the Permittee's obligations under this section.

Section 6. **Repair or reconstruction.** The pedestrian tunnel shall remain the exclusive responsibility of the Permittee and the Permittee shall maintain the pedestrian tunnel in good and safe condition for the protection of the public. The Permittee shall not reconstruct or repair the pedestrian tunnel except in strict

accordance with plans and specifications approved by the Director. The Director may, in the Director's judgment, order the pedestrian tunnel reconstructed or repaired at the Permittee's cost and expense: because of the deterioration or unsafe condition of the pedestrian tunnel; because of the installation, construction, reconstruction, maintenance, operation, or repair of any municipally-owned public utilities; or for any other cause.

Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and failure of the Permittee to correct an unsafe condition within the time stated in the notice, the Director may order the pedestrian tunnel be closed or removed at the Permittee's expense if the Director deems that the pedestrian tunnel has become unsafe or creates a risk of injury to the public. If there is an immediate threat to the health or safety of the public, a notice to correct is not required.

Section 8. **Continuing obligations.** Notwithstanding the termination or expiration of the permission granted, or closure or removal of the pedestrian tunnel, the Permittee shall remain bound by all of its obligations under this ordinance until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance, or the Seattle City Council passes a new ordinance to renew the permission granted and/or establish a new term. Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed under Sections 15 and 17 of this ordinance.

Section 9. **Release, hold harmless, indemnification, and duty to defend.** The Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description arising out of or by reason of the pedestrian tunnel or this ordinance, including but not limited to claims resulting from injury, damage, or loss to the Permittee or the Permittee's property.

The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents from and against all claims, actions, suits, liability, loss, costs, expense, attorneys' fees,

or damages of every kind and description, excepting only damages that may result from the sole negligence of the City, that may accrue to, be asserted by, or be suffered by any person or property including, without limitation, damage, death or injury to members of the public or to the Permittee's officers, agents, employees, contractors, invitees, tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

A. The existence, condition, construction, reconstruction, modification, maintenance, operation, use, or removal of the pedestrian tunnel, or any portion thereof, or the use, occupation, or restoration of the public place or any portion thereof by the Permittee or any other person or entity;

B. Anything that has been done or may at any time be done by the Permittee by reason of this ordinance; or

C. The Permittee failing or refusing to strictly comply with every provision of this ordinance; or arising out of or by reason of the pedestrian tunnel or this ordinance in any other way.

If any suit, action, or claim of the nature described above is filed, instituted, or begun against the City, the Permittee shall upon notice from the City defend the City, with counsel acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment within 90 days after the action or suit has been finally determined, if determined adversely to the City. If it is determined by a court of competent jurisdiction that Revised Code of Washington (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or result from the concurrent negligence of the City, its agents, contractors, or employees, and the Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permittee or the Permittee's agents, contractors, or employees.

Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by this ordinance and until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at

its own expense, insurance and/or self-insurance that protects the Permittee and the City from claims and risks of loss from perils that can be insured against under commercial general liability (CGL) insurance policies in conjunction with:

A. Construction, reconstruction, modification, operation, maintenance, use, existence, or removal of the pedestrian tunnel, or any portion thereof, as well as restoration of any disturbed areas of the public place in connection with removal of the pedestrian tunnel;

B. The Permittee's activity upon or the use or occupation of the public place described in Section 1 of this ordinance; and

C. Claims and risks in connection with activities performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements are CGL insurance written on an occurrence form at least as broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance coverage to be placed with an insurer admitted and licensed to conduct business in Washington State or with a surplus lines carrier pursuant to chapter 48.15 RCW. If coverage is placed with any other insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is subject to approval by the City's Risk Manager.

Minimum limits of liability shall be \$5,000,000 per Occurrence; \$10,000,000 General Aggregate; \$5,000,000 Products/Completed Operations Aggregate, including Premises Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include the "City of Seattle, its officers, officials, employees and agents" as additional insureds for primary and non-contributory limits of liability subject to a Separation of Insureds clause.

Within 60 days after the effective date of this ordinance, the Permittee shall provide to the City, or cause to be provided, certification of insurance coverage including an actual copy of the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to SDOT at an address as the Director may specify in

writing from time to time. The Permittee shall provide a certified complete copy of the insurance policy to the City promptly upon request.

If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager may be submitted in lieu of the insurance coverage certification required by this ordinance, if approved in writing by the City's Risk Manager. The letter of certification must provide all information required by the City's Risk Manager and document, to the satisfaction of the City's Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in force. After a self-insurance certification is approved, the City may from time to time subsequently require updated or additional information. The approved self-insured Permittee must provide 30 days' prior notice of any cancellation or material adverse financial condition of its self-insurance program. The City may at any time revoke approval of self-insurance and require the Permittee to obtain and maintain insurance as specified in this ordinance.

In the event that the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in effect the insurance required under this section until the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

Section 11. Contractor insurance. The Permittee shall contractually require that any and all of its contractors performing work on any premises contemplated by this permit name the "City of Seattle, its officers, officials, employees and agents" as additional insureds for primary and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance and/or self-insurance. The Permittee shall also include in all contract documents with its contractors a third-party beneficiary provision extending to the City construction indemnities and warranties granted to the Permittee.

Section 12. Performance bond. Within 60 days after the effective date of this ordinance, the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond executed by a surety company authorized and qualified to do business in the State of Washington, in the amount of \$200,000 and conditioned with a requirement that the Permittee shall comply with every provision of this ordinance and with every order

the Director issues under this ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in consultation with the City Attorney's Office may be substituted for the bond. If the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in effect the bond or letter of credit required under this section until the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

Section 13. **Adjustment of insurance and bond requirements.** The Director may adjust minimum liability insurance levels and surety bond requirements during the term of this permission. If the Director determines that an adjustment is necessary to fully protect the interests of the City, the Director shall notify the Permittee of the new requirements in writing. The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted insurance and surety bond levels to the Director.

Section 14. **Consent for and conditions of assignment or transfer.** When the Property is transferred, the permission granted by this ordinance shall be assignable and transferable by operation of law pursuant to Section 20 of this ordinance. Continued occupation of the right-of-way constitutes the Permittee's acceptance of the terms of this ordinance, and the new owner shall be conferred with the rights and obligations of the Permittee by this ordinance. Other than a transfer to a new owner of the Property, the Permittee shall not transfer, assign, mortgage, pledge or encumber the same without the Director's consent, which the Director shall not unreasonably refuse. The Director may approve assignment or transfer of the permission granted by this ordinance to a successor entity only if the successor or assignee has provided, at the time of the assignment or transfer, the bond and certification of insurance coverage required under this ordinance; and has paid any fees due under Section 15 and Section 17 of this ordinance. Upon the Director's approval of an assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance shall be conferred on the successors and assigns. Any person or entity seeking approval for an assignment or transfer of the permission granted by this ordinance shall provide the Director with a description of the current and anticipated use of the

Pedestrian tunnel.

Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or successor provision, pay the City the amounts charged by the City to inspect the pedestrian tunnel during construction, reconstruction, repair, annual safety inspections, and at other times deemed necessary by the City. An inspection or approval of the pedestrian tunnel by the City shall not be construed as a representation, warranty, or assurance to the Permittee or any other person as to the safety, soundness, or condition of the pedestrian tunnel. Any failure by the City to require correction of any defect or condition shall not in any way limit the responsibility or liability of the Permittee.

Section 16. **Inspection reports.** The Permittee shall submit to the Director, or to SDOT at an address specified by the Director, an inspection report that:

- A. Describes the physical dimensions and condition of all load-bearing elements;
- B. Describes any damages or possible repairs to any element of the pedestrian tunnel;
- C. Prioritizes all repairs and establishes a timeframe for making repairs; and
- D. Is stamped by a professional structural engineer licensed in the State of Washington.

A report meeting the foregoing requirements shall be submitted within 60 days after the effective date of this ordinance; subsequent reports shall be submitted every two years, provided that, in the event of a natural disaster or other event that may have damaged the pedestrian tunnel, the Director may require that additional reports be submitted by a date established by the Director. The Permittee has the duty of inspecting and maintaining the pedestrian tunnel. The responsibility to submit structural inspection reports periodically or as required by the Director does not waive or alter any of the Permittee's other obligations under this ordinance. The receipt of any reports by the Director shall not create any duties on the part of the Director. Any failure by the Director to require a report, or to require action after receipt of any report, shall not waive or limit the Permittee's obligations.

Section 17. **Annual fee.** Beginning on the effective date of this ordinance the Permittee shall pay an

Issuance Fee, and annually thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an Annual Renewal Fee, and an Annual Use and Occupation fee of \$23,550.34, or as adjusted annually thereafter, for the privileges granted by this ordinance.

Adjustments to the Annual Use and Occupation Fee shall be made in accordance with a term permit fee schedule adopted by the City Council and may be made every year. In the absence of a schedule, the Director may only increase or decrease the previous year's fee to reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee by the percentage change between the two most recent year-end values available for the Consumer Price Index for the Seattle-Tacoma-Bellevue Area, All Urban Consumers, All Products, Not Seasonally Adjusted. Permittee shall pay any other applicable fees, including fees for reviewing applications to renew the permit after expiration of the first term. All payments shall be made to the City Finance Director for credit to the Transportation Fund.

Section 18. Compliance with other laws. The Permittee shall construct, maintain, and operate the pedestrian tunnel in compliance with all applicable federal, state, County, and City laws and regulations. Without limitation, in all matters pertaining to the pedestrian tunnel, the Permittee shall comply with the City's laws prohibiting discrimination in employment and contracting including Seattle's Fair Employment Practices Ordinance, Chapter 14.04, and Fair Contracting Practices code, Chapter 14.10 (or successor provisions).

Section 19. Acceptance of terms and conditions. The Permittee shall not commence construction of the pedestrian tunnel before providing evidence of insurance coverage required by Section 10 of this ordinance, the bond as required by Section 12 of this ordinance, and the covenant agreement required by Section 20 of this ordinance. Obtaining building permits from the Seattle Department of Construction and Inspections, or other applicable City-issued permits, constitutes the Permittee's acceptance of the terms of this ordinance.

Section 20. Obligations run with the Property. The obligations and conditions imposed on the Permittee by this ordinance are covenants that run with the land and bind subsequent owners of the property adjacent to the pedestrian tunnel and legally described in Section 1 of this ordinance (the "Property"),

regardless of whether the Director has approved assignment or transfer of the permission granted herein to such subsequent owner(s). At the request of the Director, the Permittee shall provide to the Director a current title report showing the identity of all owner(s) of the Property and all encumbrances on the Property. The Permittee shall, within 60 days of the effective date of this ordinance, and prior to conveying any interest in the Property, deliver to the Director upon a form to be supplied by the Director, a covenant agreement imposing the obligations and conditions set forth in this ordinance, signed and acknowledged by the Permittee and any other owner(s) of the Property and recorded with the King County Recorder's Office. The Director shall file the recorded covenant agreement with the City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At the request of the Director, the Permittee shall cause encumbrances on the Property to be subordinated to the covenant agreement.

Section 21. **Section titles.** Section titles are for convenient reference only and do not modify or limit the text of a section.

Section 22. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2021, and signed by
me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
|--------------------------------------|-----------------------------|------------------------------|
| Seattle Department of Transportation | Amy Gray/206-386-4638 | Christie Parker/206-684-5211 |

1. BILL SUMMARY

Legislation Title: AN ORDINANCE granting Swedish Health Services permission to construct, maintain, and operate a pedestrian tunnel under and across Minor Avenue, south of Columbia Street and north of Cherry Street, for a 15-year term, renewable for one successive 15-year term; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Summary and background of the Legislation:

This legislation allows Swedish Health Services to construct, maintain, and operate a new pedestrian tunnel under and across Minor Avenue, south of Columbia Street and north of Cherry Street. The permit is for a period of fifteen years, commencing on the effective date of the ordinance. The permit may be extended for one successive 15-year term. The legislation specifies the conditions under which permission is granted.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes X No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? X Yes ___ No

| Appropriation change (\$): | General Fund \$ | | Other \$ | |
|--------------------------------|-------------------------|------|----------------------------|------|
| | 2021 | 2022 | 2021 | 2022 |
| | \$0 | \$0 | \$0 | \$0 |
| Estimated revenue change (\$): | Revenue to General Fund | | Revenue to Other Funds | |
| | 2021 | 2022 | 2021 | 2022 |
| | \$0 | \$0 | Annual Fee: \$23,550.34 | TBD |
| Positions affected: | No. of Positions | | Total FTE Change | |
| | 2021 | 2022 | 2021 | 2022 |
| | | | | |

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
No.

Is there financial cost or other impacts of *not* implementing the legislation?

If the legislation is not enacted by City Council, the City of Seattle would not receive the 2021 Annual Fee of \$23,550.34 and future annual fees.

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 | 2021 Revenue | 2022 Estimated Revenue |
|-----------------------------|------|----------------|--------------------|------------------------|
| Transportation Fund (13000) | SDOT | Annual Fee | \$23,550.34 | TBD |
| TOTAL | | | \$23,550.34 | |

Is this change one-time or ongoing?

On-going

Revenue/Reimbursement Notes:

The 2021 fee is based on the 2021 land value as assessed by King County.

3.c. Positions

☐ This legislation adds, changes, or deletes positions.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

No.

b. Is a public hearing required for this legislation?

No.

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

d. Does this legislation affect a piece of property?

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

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged

communities? What is the Language Access plan for any communications to the public?

This legislation does not have any implications for the principles of the Race and Social Justice Initiative and does not impact vulnerable or historically disadvantaged communities.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

N/A

2. 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

g. 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).

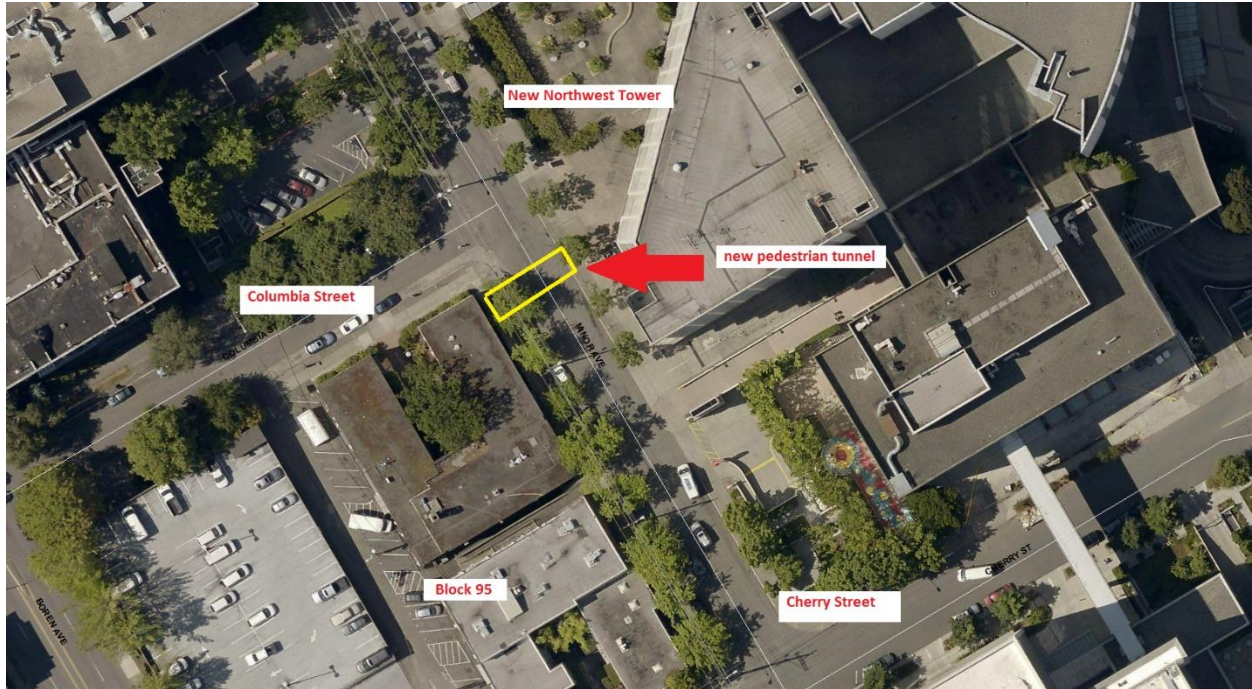
N/A

List attachments/exhibits below:

Summary Attachment A – Swedish Health Services Minor Pedestrian Tunnel Area Map

Summary Attachment B – Annual Fee Assessment Summary

Swedish Health Services Minor Pedestrian Tunnel Area Map



Map is for informational purposes only and is not intended to modify or supplement the legal description(s) in the Ordinance.

STREET USE ANNUAL FEE ASSESSMENT

Date: 4/6/2021

| |
|---|
| <p>Summary: Land Value: \$546.67/SF 2021 Permit Fee: \$23,550.34</p> |
|---|

I. Property Description:

Proposed tunnel under and across Minor Avenue, between Columbia Street and Cherry Street. The tunnel will provide a pedestrian connection for patients, staff, physicians, and visitors between the new building located on the block bounded by Columbia Street, Minor Avenue, Cherry Street, and Boren Avenue and the hospital. The tunnel area is 2,154 square feet.

Applicant:

Swedish Health Services

Abutting Parcels, Property Size, Assessed Value:

Parcel 1978200665; Lot size: 78,897
Tax year 2021 Appraised Land Value \$45,365,700 (\$575/sq ft)

Parcel 8590900951; Lot size: 14,157
Tax year 2021 Appraised Land Value \$8,140,200 (\$575/sq ft)

Parcel 8590900950; Lot size: 13,781
Tax year 2021 Appraised Land Value \$7,924,000 (\$575/sq ft)

Parcel 8590900970; Lot size: 36,125
Tax year 2021 Appraised Land Value \$13,366,200 (\$370/sq ft)

Parcel 8590900685; Lot size: 21,600
Tax year 2021 Appraised Land Value \$12,420,000 (\$575/sq ft)

Parcel 8590900690; Lot size: 14,400
Tax year 2021 Appraised Land Value \$8,280,000 (\$575/sq ft)

Parcel 8590900721; Lot size: 4,500
Tax year 2021 Appraised Land Value \$2,475,000 (\$550/sq ft)

Parcel 8590900710; Lot size: 14,400
Tax year 2021 Appraised Land Value \$8,280,000 (\$575/sq ft)

Parcel 8590900720; Lot size: 2,700
Tax year 2021 Appraised Land Value \$1,485,000 (\$550/sq ft)

Average 2021 tax assessed land value: \$546.67/SF

II. Annual Fee Assessment:

The 2021 permit fee is calculated as follows:

$(\$547/\text{SF}) \times (2,154 \text{ SF}) \times (25\%) \times (8\%) = \$23,550.34$ where 25% is the degree of alienation for a below grade tunnel and 8% is the annual rate of return.

Fee methodology authorized under Ordinance 123485, as amended by Ordinances 123585, 123907, and 124532.



Legislation Text

File #: CB 120134, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE amending Ordinance 125142; granting Swedish Health Services permission to construct, maintain and operate a pedestrian skybridge over and across Minor Avenue, between Columbia Street and Cherry Street; and ratifying and confirming certain prior acts.

WHEREAS, the Seattle City Council passed Ordinance 125142 granting Swedish Health Services permission to construct, maintain and operate a pedestrian skybridge over and across Minor Avenue, between Columbia Street and Cherry Street; and

WHEREAS, Swedish Health Services delayed the construction on the redevelopment of Swedish First Hill Campus and requested an extension to the term of the skybridge permit granted by Ordinance 125142; and

WHEREAS, Swedish Health Services is ready to begin the redevelopment of the Swedish First Hill Campus; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Sections 2, 14, 17, 19, and 21 of Ordinance 125142 are amended as follows:

* * *

Section 2. **Term.** The permission granted to Permittee is for a term of ~~((ten))~~ 15 years starting on the effective date of this ordinance and ending at 11:59 p.m. on the last day of the ~~((tenth))~~ fifteenth year. Upon written application made by the Permittee at least ~~((180 days))~~ one year before expiration of the term, the Director or the City Council may renew the permit ~~((twice, each time))~~ once for a successive ~~((ten))~~ 15-year term, subject to the right of the City to require the removal of the pedestrian

skybridge or to revise by ordinance any of the terms and conditions of the permission granted by this ordinance. The total term of the permission, including renewals, shall not exceed 30 years. The Permittee shall submit any application for a new permission no later than ~~((180 days))~~ one year prior to the expiration of the then-existing term.

* * *

Section 14. **Consent for and conditions of assignment or transfer.** ~~((The permission granted by this ordinance shall not be assignable or transferable by operation of law; nor shall))~~ When the Property is transferred, the permission granted by this ordinance shall be assignable and transferable by operation of law pursuant to Section 20 of this ordinance. Continued occupation of the right-of-way constitutes the Permittee's acceptance of the terms of this ordinance, and the new owner shall be conferred with the rights and obligations of the Permittee by this ordinance. Other than a transfer to a new owner the Permittee shall not transfer, assign, mortgage, pledge or encumber the same without the Director's consent, which the Director shall not unreasonably refuse. The Director may approve assignment or transfer of the permission granted by this ordinance to a successor entity only if the successor or assignee has ~~((accepted in writing all of the terms and conditions of the permission granted by this ordinance; has provided, at the time of the acceptance,))~~ provided the bond and certification of insurance coverage required under this ordinance; and has paid any fees due under Section 15 and Section 17 of this ordinance. Upon the Director's approval of an assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance shall be conferred on the successors and assigns. Any person or entity seeking approval for an assignment or transfer of the permission granted by this ordinance shall provide the Director with a description of the current and anticipated use of the pedestrian skybridge.

* * *

Section 17. **Annual fee.** Beginning on the effective date of this ordinance, and annually

thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an ~~((annual fee))~~ Annual Renewal Fee, and an Annual Use and Occupation Fee of ~~((\$13,474.93))~~ \$27,059.93 or as adjusted annually thereafter, for the privileges granted by this ordinance.

Adjustments to the ~~((annual fee))~~ Annual Use and Occupation Fee shall be made in accordance with a term permit fee schedule adopted by the City Council and may be made every year. In the absence of a schedule, the Director may only increase or decrease the previous year's fee to reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee by the percentage change between the two most recent year-end values available for the Consumer Price Index for the Seattle-Tacoma-~~((Bremerton))~~ Bellevue Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City Finance Director for credit to the Transportation ~~((Operating))~~ Fund.

* * *

Section 19. **Acceptance of terms and conditions.** The Permittee shall ~~((deliver to the Director its written signed acceptance of the terms of this ordinance))~~ provide evidence of insurance coverage required by Section 10 of this ordinance, the bond as required by Section 12 of this ordinance, and the covenant agreement required by Section 20 of this ordinance within 60 days after the effective date of this ordinance. ~~((The Director shall file the written acceptance with the City Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed and forfeited.))~~ The Permittee shall not commence construction of the skybridge prior to the Permittee delivering ~~((its written signed acceptance of the terms of this ordinance and providing))~~ the bond and certificate of insurance coverage required by this ordinance as well as the covenant agreement required by Section 20 of this ordinance. Obtaining building permits from the Seattle Department of Construction and Inspections, and other applicable City-issued permits, constitutes the Permittee's acceptance of the

terms of this ordinance.

* * *

Section 21. **Public benefit mitigation.** Permittee shall construct the following public benefit mitigation within one year of the ~~((effective date of this ordinance))~~ issuance of certificate of occupancy for Block 95:

- a) A 3,200-square-foot garden located at the intersection of Minor Avenue and Columbia Street;
- b) Curated outdoor art located in the garden at the intersection of Minor Avenue and Columbia Street;
- c) Artwork element consistent with the final recommendation of the Swedish Public Art Advisory Committee on the pedestrian skybridge that is visible from the street;
- d) Intersection and sidewalk improvements at Minor Avenue and Columbia Street, including a partially raised intersection, ADA accessible ramps, and crosswalk striping, to enhance the pedestrian environment; and
- e) Expanded pedestrian streetscape, including street paving, curb, sidewalk and curb ramps, street trees, plantings, and pedestrian lighting on the east side of Minor Avenue directly in front of the existing emergency department. Implementation of the art public benefit features requires review of the Swedish Public Art Advisory Committee that includes members from the Seattle Design Commission.

Section 2. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

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

Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2021, and signed by
me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

| | | |
|--------------------------------------|-----------------------------|------------------------------|
| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
| Seattle Department of Transportation | Amy Gray/206-386-4638 | Christie Parker/206-684-5211 |

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE amending Ordinance 125142; granting Swedish Health Services permission to construct, maintain and operate a pedestrian skybridge over and across Minor Avenue, between Columbia Street and Cherry Street; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

In September 2016, the City Council passed Ordinance 125142, which granted Swedish Health Services permission to construct, maintain and operate a new pedestrian skybridge. Swedish Health Services delayed the construction of the redevelopment of their First Hill Campus and requested an extension to the term of the skybridge permit granted by Ordinance 125142. Swedish Health Services is ready to begin the redevelopment of the First Hill Campus and has applied to amend the start of the permit term. This ordinance changes the start date of the permit term from October 30, 2016 to the effective date of this legislation, which is estimated to be mid-2021. Other sections of Ordinance 125142 are amended to be consistent with other current term permit legislation enacted by City Council.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes **X** No

| Project Name: | Project I.D.: | Project Location: | Start Date: | End Date: | Total Project Cost Through 2026: |
|----------------------|----------------------|--------------------------|--------------------|------------------|---|
| | | | | | |

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? **X** Yes ___ No

| Appropriation change (\$): | General Fund \$ | | Other \$ | |
|---------------------------------------|--------------------------------|-------------|-------------------------------|-------------|
| | 2021 | 2022 | 2021 | 2022 |
| | | | | |
| Estimated revenue change (\$): | Revenue to General Fund | | Revenue to Other Funds | |
| | 2021 | 2022 | 2021 | 2022 |
| | | | \$27,059.93 | TBD |

| Positions affected: | No. of Positions | | Total FTE Change | |
|---------------------|------------------|------|------------------|------|
| | 2021 | 2022 | 2021 | 2022 |
| | | | | |

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
No.

Is there financial cost or other impacts of *not* implementing the legislation?
If the legislation is not enacted by City Council, the City of Seattle would not receive the 2021 Annual Fee of \$27,059.93 and future annual fees.

3.a. Appropriations

 This legislation adds, changes, or deletes appropriations.

| Fund Name and number | Dept | Budget Control Level Name/## | 2021 Appropriation Change | 2022 Estimated Appropriation Change |
|----------------------|------|------------------------------|---------------------------|-------------------------------------|
| | | | | |
| TOTAL | | | | |

Is this change one-time or ongoing?

Appropriations Notes:

3.b. Revenues/Reimbursements

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

Anticipated Revenue/Reimbursement Resulting from this Legislation:

| Fund Name and Number | Dept | Revenue Source | 2021 Revenue | 2022 Estimated Revenue |
|-----------------------------|------|----------------|--------------------|------------------------|
| Transportation Fund (13000) | SDOT | Annual Fee | \$27,059.93 | TBD |
| TOTAL | | | \$27,059.93 | |

Is this change one-time or ongoing?
On-going

Revenue/Reimbursement Notes:
The 2021 fee is based on 2021 land values as assessed by King County.

3.c. Positions

_____ This legislation adds, changes, or deletes positions.
Total Regular Positions Created, Modified, or Abrogated through this Legislation,
Including FTE Impact:

| Position # for Existing Positions | Position Title & Department* | Fund Name & # | Program & BCL | PT/FT | 2021 Positions | 2021 FTE | Does it sunset? (If yes, explain below in Position Notes) |
|-----------------------------------|------------------------------|---------------|---------------|-------|----------------|----------|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TOTAL | | | | | | | |

Position Notes:

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

No.

b. Is a public hearing required for this legislation?

No.

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

d. Does this legislation affect a piece of property?

Yes, the Swedish Health Services property located at 1115 Columbia St.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

This legislation does not have any implications for the principles of the Race and Social Justice Initiative and does not impact vulnerable or historically disadvantaged communities.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

N/A

2. 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

- g. 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).**

N/A

List attachments/exhibits below:

Summary Attachment A – Swedish Skybridge Annual Fee Assessment Summary

STREET USE ANNUAL FEE ASSESSMENT

Date: 4/6/2021

| |
|---|
| <p>Summary: Land Value: \$546.67/SF 2021 Permit Fee: \$27,059.93</p> |
|---|

I. Property Description:

Proposed skybridge over and across Minor Avenue, between Columbia Street and Cherry Street. The skybridge will provide a pedestrian connection for patients, staff, physicians, and visitors between the new building located on the block bounded by Columbia Street, Minor Avenue, Cherry Street, and Boren Avenue and the hospital. The skybridge area is 825 square feet.

Applicant:

Swedish Health Services

Abutting Parcels, Property Size, Assessed Value:

Parcel 1978200665; Lot size: 78,897
Tax year 2021 Appraised Land Value \$45,365,700 (\$575/sq ft)

Parcel 8590900951; Lot size: 14,157
Tax year 2021 Appraised Land Value \$8,140,200 (\$575/sq ft)

Parcel 8590900950; Lot size: 13,781
Tax year 2021 Appraised Land Value \$7,924,000 (\$575/sq ft)

Parcel 8590900970; Lot size: 36,125
Tax year 2021 Appraised Land Value \$13,366,200 (\$370/sq ft)

Parcel 8590900685; Lot size: 21,600
Tax year 2021 Appraised Land Value \$12,420,000 (\$575/sq ft)

Parcel 8590900690; Lot size: 14,400
Tax year 2021 Appraised Land Value \$8,280,000 (\$575/sq ft)

Parcel 8590900721; Lot size: 4,500
Tax year 2021 Appraised Land Value \$2,475,000 (\$550/sq ft)

Parcel 8590900710; Lot size: 14,400
Tax year 2021 Appraised Land Value \$8,280,000 (\$575/sq ft)

Parcel 8590900720; Lot size 2,700
Tax year 2021 Appraised Land Value \$1,485,000 (\$550/sq ft)

Average 2021 tax assessed land value: \$546.67/SF

II. Annual Fee Assessment:

The 2021 permit fee is calculated as follows:

$(\$547/\text{SF}) \times (825 \text{ SF}) \times (75\%) \times (8\%) = \$27,059.93$ where 75% is the degree of alienation for a semi-public-use skybridge and 8% is the annual rate of return.

Fee methodology authorized under Ordinance 123485, as amended by Ordinances 123585, 123907, and 124532.



Legislation Text

File #: CF 314477, **Version:** 1

Request for an extension to the conditional approval of a petition of Swedish Health Services to vacate the alley in Block 95, Terry's Second Addition to the City of Seattle (CF 314304).

January 12, 2021

VIA EMAIL

Councilmember Alex Pedersen
Transportation and Utilities Committee
Seattle City Council
PO Box 34025
Seattle, WA 98124-4025
Email: Alex.Pedersen@seattle.gov

Re: Swedish First Hill – Requests for Extensions of Time Related to 2016 Approved
Skybridge, Tunnel and Alley Vacation

Dear Councilmember Pedersen:

This firm represents Swedish Health Services (“**Swedish**”) with respect to its redevelopment of the Swedish First Hill Campus (the “**First Hill Redevelopment**”). We were instructed by Beverly Barnett at Seattle Department of Transportation to reach out to you and the Transportation and Utilities Committee (“**TUC**”) to address three items. In 2016, as part of the First Hill Redevelopment, Swedish obtained City Council approvals to vacate an alley, construct a skybridge over public right of way, and construct a tunnel under public right of way. Unfortunately, construction of the First Hill Redevelopment was delayed due to various factors, but Swedish is now ready to move forward. Swedish needs City Council action to extend the three approvals. This letter provides a brief introduction of the First Hill Redevelopment to you and the TUC, and requests your assistance with the necessary extensions.

Swedish operates the Swedish Medical Center located in the First Hill Neighborhood and bounded by James Street, Broadway, Madison Street, and Boren Avenue. A diagram showing the boundaries of the Swedish Medical Center is enclosed for orientation and to show the First Hill Redevelopment. The Swedish Medical Center is governed by a Major Institution Master Plan, adopted in 2005 (the “**MIMP**”). As with all Major Institutions, the MIMP sets forth the applicable development standards and described the planned future redevelopment projects. Included in these future redevelopment projects are the redevelopment of what are referred to as the North Tower and Block 95, as well as the alley vacation, skybridge, and tunnel.

Swedish has been working with the City to achieve the North Tower and Block 95 redevelopment projects, which collectively constitute the current First Hill Redevelopment. In 2015, Swedish applied for Master Use Permits for each project, MUP No. 3018701 for Block 95, and MUP

No. 3018961 for the North Tower. A Decision approving the North Tower was recently published by the Seattle Department of Construction and Inspections (“**SDCI**”) on December 21, 2020, and Swedish is awaiting the SDCI Decision for Block 95. In connection with these projects, Swedish also obtained approvals for an alley vacation, skybridge, and tunnel. In 2017, the original 2015 MUP applications were delayed and put on hold until 2019, to allow Swedish to navigate a number of changes in the provision of healthcare services. This delay has resulted in the need for approval extensions and/or clarifications to allow Swedish to proceed with these project elements.

Alley Vacation

With respect to the alley vacation, Swedish was granted Conceptual Approval (the “**Conceptual Approval**”) on August 8, 2016, for the vacation of the alley in the block bounded by Columbia Street, Minor Avenue, Cherry Street, and Boren Avenue, in connection with the redevelopment of Block 95 (the “**Alley Vacation**”). A copy of the Conceptual Approval is enclosed for ease of reference. The Conceptual Approval sets a two-year deadline to commence development activity in connection with the Alley Vacation, and a five-year deadline to complete development activity. Due to the above described delay, Swedish has not and will not meet these deadlines. Since the beginning, Swedish has kept SDOT staff informed of the delays and followed SDOT staff direction related to the timeline to seek extensions.

Demolition of existing structures on Block 95 was achieved in 2020, as part of Swedish’s preparation of the site in the event needed to provide overflow care and/or testing for Covid-19. Swedish anticipates excavation for Block 95, including the area of the Alley Vacation, will begin by early summer 2022, followed by construction beginning by summer 2023. This delay in construction of Block 95 resulted in a commensurate delay in construction of the public benefits to be provided in connection with the Alley Vacation. Swedish anticipates construction of the majority of the public benefits will occur near the end of construction of the shell and core of Block 95 by Q2 or Q3 of 2025, with the exception of the First Hill Park Funding (already complete) and the pedestrian crossings at Boren Avenue, Cherry Street, Minor Avenues, and James Street, both of which could be completed as early as Q1 2023.

The Street Vacation Policies address the need for flexibility in timing and allow the City Council to grant extensions of the deadlines set in the Conceptual Approval. We previously notified SDOT that these extensions would likely be necessary, and we were instructed to touch base at a future time when Swedish has a clearer sense of timing. In light of Swedish’s anticipated construction timeline outlined above, and to provide a cushion in the event that timeline cannot be met, we submit this request to the TUC to approve an extension of the Conceptual Approval deadline to commence development activity to 2024 and to approve an extension of the Conceptual Approval deadline to complete development activity to 2029.

Skybridge

Swedish was granted a term permit (the “**Skybridge Permit**”) on October 29, 2016, to construct a skybridge over Minor Avenue between Columbia Street and Cherry Street (the “**Skybridge**”) in connection with the redevelopment of Block 95. The Skybridge Permit is for a ten-year term, renewable for two successive ten-year terms, and subject to certain conditions detailed in Ordinance 125142 granting the Skybridge Permit. A copy of the Ordinance is enclosed for ease of reference. Due to the delay detailed above, construction of the Skybridge and related improvements was also delayed.

As previously noted, Swedish anticipates excavation for Block 95 will begin by early summer 2022, followed by the remainder of construction beginning by summer 2023. As such, Swedish anticipates it will begin construction of the Skybridge by late 2024 and begin construction of the public benefits by early 2025, if not sooner. With respect to the public benefits, a condition of the Skybridge Permit was that Swedish construct the required public benefits within one year of issuance of the Skybridge Permit, which resulted in the deadline of October 29, 2017 to construct the public benefits. Swedish has not begun construction of the public benefits and therefore not met this deadline. This issue was previously raised with SDOT and other City Staff, both prior to and following that 2017 date, and we were instructed that this does not present a problem so long as the public benefits are in fact constructed in a reasonably timely fashion in comparison to the construction of the Skybridge and Block 95.

The enclosed matrix describes the required public benefits for the Skybridge, as presented to and approved by Council. In general, the public benefits associated with the site work (Minor Avenue garden, public art installations, Minor Avenue raised intersections, and Minor Avenue ROW Enhancements) will be implemented near the end of construction of the shell and core by Q2 or Q3 2025. In the near term and in anticipation of commencing this work, Swedish intends to re-engage with the Swedish Public Art Advisory Committee in early 2021 to approve the public art associated with the Skybridge.

SDOT Staff also confirmed there is no formal process to document or extend the time period of construction of public benefits and instructed us to submit our request directly to you and the TUC. In light of Swedish’s anticipated construction timeline outlined above, and to provide a cushion in the event that timeline cannot be met, we therefore request the TUC extend the deadline to construct the Skybridge public benefits to 2029.

Tunnel

Swedish was granted conceptual approval (the “**Conceptual Approval**”) on September 29, 2016, to construct a tunnel under and across Minor Avenue, south of Columbia Street and north of Cherry Street (the “**Tunnel**”) in connection with the redevelopment of Block 95. A copy of the Conceptual Approval is enclosed for ease of reference. The next step in the entitlement process for the

Tunnel is approval of a Term Permit via City Council Ordinance. The following details Swedish's planned course of action for securing the Term Permit.

In light of Swedish's anticipated commencement of excavation by early summer 2022 followed by construction by summer 2023 for Block 95, Swedish intends to begin construction of the Tunnel by mid to late 2023. To this end, it is our understanding that additional SDOT review and SIP review must be completed prior to issuance of the Ordinance approving the Term Permit. Swedish is currently targeting submission of 90% SIP drawings by Q1 2022 and targeting Q4 of 2022 for completion of SDOT review and SIP so as to facilitate issuance of the Ordinance and Term Permit by early 2023 and a structural permit by mid-2023. We provided this information to Amy Gray at SDOT and have not heard any objections to this course of action. Nonetheless, we thought it best the TUC also have this information to provide a complete picture of the various elements and an opportunity to provide different guidance.

Conclusion

We greatly appreciate your attention to this matter and the collaborative working relationship between the City and Swedish as we proceed with this exciting project to provide needed medical services to our community. To this end, we request the TUC approve/confirm the following requests made above:

1. An extension of the Alley Vacation Conceptual Approval deadline to commence development activity to 2024.
2. An extension of the Alley Vacation Conceptual Approval deadline to complete development activity to 2029.
3. An extension of the Skybridge Permit deadline to construct the Skybridge public benefits to 2029.
4. Confirmation that in order to secure the Term Permit for the Tunnel, Swedish should follow the course of action detailed above.

In the event you have questions or concerns about any of the above, we would welcome the opportunity to discuss these issues in greater detail with you. Please feel free to reach out to me directly via email (nrorgers@cairncross.com) or phone (206-254-4417) with any immediate questions or to schedule a meeting with the Swedish team. Again, we appreciate your time and consideration, and we look forward to hearing from you.

Councilmember Pedersen
January 12, 2021
Page 5

Very truly yours,

A handwritten signature in cursive script, appearing to read "Nancy Bainbridge Rogers", followed by a long horizontal line extending to the right.

Nancy Bainbridge Rogers

Enclosures

Diagram of Swedish First Hill Medical Center
Alley Vacation Conceptual Approval
Skybridge Ordinance/Term Permit
Skybridge Public Benefits Matrix
Tunnel Conceptual Approval

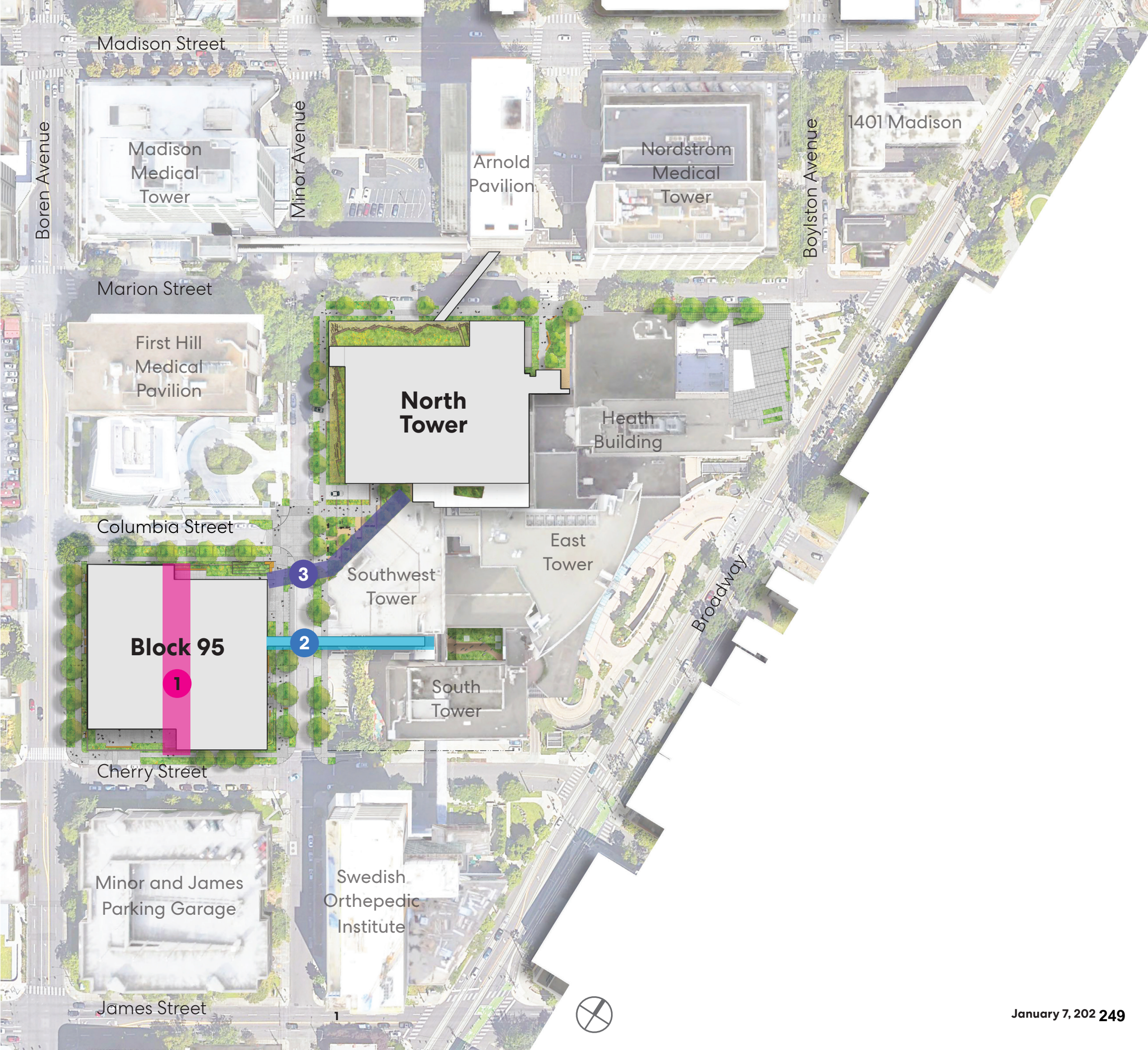
cc: Lish Witson, Council Central Staff
Beverly Barnett, SDOT
Moir Gray, SDOT
Amy Gray, SDOT

Diagram of Swedish First Hill Medical Center

Swedish First Hill Campus

SDOT PETITIONS

- 1 Block 95 Alley Vacation
- 2 Minor Avenue Skybridge
- 3 Minor Avenue Tunnel



Alley Vacation Conceptual Approval

**IN THE MATTER OF THE PETITION OF SWEDISH HEALTH SERVICES FOR THE
VACATION OF THE ALLEY IN BLOCK 95, TERRY'S SECOND
ADDITION, WITHIN CITY COUNCIL DISTRICT 3, IN THE BLOCK
BOUNDED BY COLUMBIA STREET, MINOR AVENUE, CHERRY
STREET, AND BOREN AVENUE**

CLERK FILE 314304

The City Council hereby grants approval of the petition from Swedish Health Services, ("Swedish", "SHS" or "Petitioner") for the vacation of the Alley in Block 95, within City Council District 3, in the block bounded by Columbia Street, Minor Avenue, Cherry Street, and Boren Avenue described as:

The alley lying within Block 95, Terry's Second Addition to the City of Seattle, according to the Plat thereof recorded in Volume 1 of Plats, Page 87, Records of King County, Washington; Containing an area of 3,841 square feet or 0.0882 Acres, more or less; Situate in the City of Seattle, King County, Washington

The street proposed for vacation includes approximately 3,841square feet of right-of-way.

The vacation is granted upon the Petitioner meeting the following conditions. The Petitioner shall demonstrate that all conditions imposed on the vacation by the City Council have been satisfied: all utility work relating to the vacation including easements or other agreements is completed; all public benefit elements have been provided; any other agreements or easements have been completed and recorded as necessary; and all fees paid, prior to the passage of the street vacation ordinance.

1. 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 Sustainability & Transportation Committee in August of 2016.
2. 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; elements of the street improvement plan and required street improvements to be reviewed include:

Street improvement plan showing sidewalks, street trees, bike racks, street furniture, lighting, art or artist-made elements, and landscaping around the site and the off-site public benefit features, including but not limited to, these specific elements;

- Marion to Madison sidewalk and plantings;
 - Minor & Seneca curb bulbs, sidewalks, furnishings & plantings;
 - University & Summit traffic circle;
 - Boylston & Seneca curbs bulbs, sidewalk, furnishings, & plantings;
 - Boylston & Marion curb bulbs & sidewalk;
 - Broadway Avenue plantings;
 - Wayfinding signs and street tree replacement;
 - Public art in the ROW along the First Hill Mile;
 - Columbia & Cherry expanded and enhanced pedestrian streetscape;
 - Pedestrian controlled signal at Boren & Cherry; and
 - Pedestrian controlled signal at Minor & James.
3. 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:
- Seattle City Light;
 - Seattle Public Utilities;
 - Puget Sound Energy; and
 - CenturyLink Communications.
4. It is expected that development activity will commence within approximately 2 years of this approval and that development activity will be completed within 5 years. In order to insure 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) until SDOT has determined that all conditions have been satisfied and all fees have been paid as applicable.
5. Access to the buildings for vehicle parking, services, bicycles, and patient drop-off shall be provided as follows, changes to this proposal shall require the review of SDOT: three access points will be allowed; two driveways on Cherry Street with one providing an in/out driveway to the parking garage and one providing an entry to the truck loading dock; one exit-only driveway on Columbia Street will be allowed for freight vehicles exiting the parking garage.

6. 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.
7. The Petitioner is a health care facility, for which maintaining a healing environment is paramount. In the context of maintaining the healing environment, free speech activities such as hand billing, signature gathering, and holding signs, all without obstructing access to the space, the building, or other adjacent amenity features, and without unreasonably interfering with the enjoyment of the space by others, shall be allowed within the vacation public benefit features; however, the Petitioner shall retain the right to preclude any such activities in the event they interfere with the provision of healthcare services in a healing environment. Members of the public may be asked to leave for conduct that unreasonably interferes with the enjoyment of the space by others or unreasonably interferes with the provision of healthcare services in a healing environment that includes but is not limited to, activities that create noise that interferes with patients' rest and recovery, and interfere with access to care including emergency care and physician services. 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.
8. The Petitioner shall develop and maintain the public benefit elements as defined by the City Council. A Property Use and Development Agreement (PUDA) or other binding mechanism shall be required to ensure that the public benefit elements remain open and accessible to the public 24 hours per day, with temporary closures permitted for reasons such as maintenance, safety, or private functions and to outline future maintenance obligations of the improvements. Signage shall be provided as described in Condition 7. The final design of the public benefit elements shall require the review and approval of SDOT Street Vacations. SDOT may request additional review by the Design Commission of the implementation of the public benefit elements or the pedestrian enhancements, as necessary. Public benefit elements in the right-of-way require additional SIP review, street use permits and indemnification; public and private areas must be clearly distinguished and markers in the sidewalk shall be required. The public benefit requirements include the following features as well as

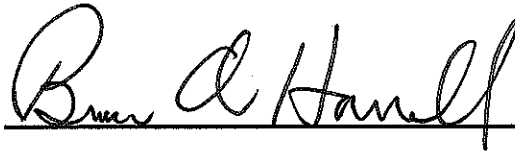
corresponding development standards, including approximate square footage dimensions, which shall be outlined in the PUDA:

Block 95 Alley Vacation Proposal

| PUBLIC BENEFIT | DESCRIPTION | QUANTITY | ESTIMATED COST |
|---|---|-----------|----------------|
| 1 First Hill Mile | Sidewalk & pedestrian crossing improvements | | \$1,300,000 |
| | • Marion to Madison sidewalk and plantings | 4,800 SF | |
| | • Minor & Seneca curb bulbs, sidewalk, furnishings and plantings | 2,650 SF | |
| | • University & Summit traffic circle | 925 SF | |
| | • Boylston & Seneca curb bulbs, sidewalk, furnishings and plantings | 3,870 SF | |
| | • Boylston & Spring traffic circle | 1,130 SF | |
| | • Boylston & Marion curb bulbs and sidewalk | 2,715 SF | |
| | • Broadway Avenue plantings | 830 SF | |
| | Wayfinding signs | 11 | |
| 2 First Hill Park Contribution | Street tree replacements | 39 | \$500,000 |
| | Contribution toward improvements to First Hill Park | | |
| 3 Public Art | Public art in the ROW along the First Hill Mile | \$300,000 | |
| 4 Minor Avenue Voluntary Setback | Setback along Minor Avenue | 1,700 SF | \$125,000 |
| 5 Boren Avenue Voluntary Setback | Setback along Boren Avenue | 1,200 SF | \$90,000 |
| 6 Columbia St. Row Improvements | Expanded and enhanced pedestrian streetscape | 980 SF | \$40,000 |
| 7 Cherry St. Row Improvements | Expanded and enhanced pedestrian streetscape | 560 SF | \$70,000 |

| | | | |
|---|---|---|--------------------|
| 8 Pedestrian Controlled Signal | Pedestrian controlled signal at Boren & Cherry | 1 | \$200,000 |
| 9 Pedestrian Controlled Signal | Pedestrian controlled signal at Minor & James | 1 | \$200,000 |
| TOTAL | | | \$2,825,000 |

Signed by me in open session this 8th day of August, 2016.



President _____ of the City Council

Skybridge Ordinance/Term Permit



SEATTLE CITY COUNCIL

Legislative Summary

CB 118796

Record No.: CB 118796

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125142

In Control: City Clerk

File Created: 08/08/2016

Final Action: 09/29/2016

Title: AN ORDINANCE granting Swedish Health Services permission to construct, maintain, and operate a pedestrian skybridge over and across Minor Avenue, between Columbia Street and Cherry Street, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: O'Brien

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments:

Drafter: amy.gray@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

☐ Yes

☐ No

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---------------|--|------------|--|---|-----------|-----------------|---------|
| 1 | Mayor | 08/23/2016 | Mayor's leg transmitted to Council | City Clerk | | | |
| 1 | City Clerk | 08/23/2016 | sent for review | Council President's Office | | | |
| | Action Text: The Council Bill (CB) was sent for review. to the Council President's Office | | | | | | |
| | Notes: | | | | | | |
| 1 | Council President's Office | 09/01/2016 | sent for review | Sustainability and Transportation Committee | | | |
| | Action Text: The Council Bill (CB) was sent for review. to the Sustainability and Transportation Committee | | | | | | |
| | Notes: | | | | | | |
| 1 | Full Council | 09/12/2016 | referred | Sustainability and Transportation Committee | | | |

- 1 Sustainability and Transportation Committee 09/14/2016 pass Pass
Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
In Favor: 3 Chair O'Brien, Vice Chair Johnson, Member Sawant
Opposed: 0
- 1 09/19/2016
- 1 Full Council 09/26/2016 passed Pass
Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
Notes:
In Favor: 9 Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant
Opposed: 0
- 1 City Clerk 09/28/2016 submitted for Mayor's signature Mayor
- 1 Mayor 09/29/2016 Signed
Action Text: The Council Bill (CB) was Signed.
Notes:
- 1 Mayor 09/29/2016 returned City Clerk
Action Text: The Council Bill (CB) was returned. to the City Clerk
Notes:
- 1 City Clerk 09/29/2016 attested by City Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:
-

CITY OF SEATTLE

ORDINANCE

125142

COUNCIL BILL

118796

AN ORDINANCE granting Swedish Health Services permission to construct, maintain, and operate a pedestrian skybridge over and across Minor Avenue, between Columbia Street and Cherry Street, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

WHEREAS, Swedish Health Services ("Swedish") has applied for permission to construct, maintain, and operate a pedestrian skybridge over and across Minor Avenue, between Columbia Street and Cherry Street; and

WHEREAS, the new skybridge will provide a connection for patients, staff, physicians, and visitors from the new building located on the block bounded by Columbia Street, Minor Avenue, Cherry Street, and Boren Avenue ("Block 95") to the existing South Tower on the corner of Minor Street and Cherry Street, and the skybridge will also provide a connection for sensitive hospital equipment between the two buildings; and

WHEREAS, the Seattle Design Commission recommended approval of the proposed skybridge and public benefit mitigation elements, including a garden located at the intersection of Minor Avenue and Columbia Street, curated public art for the garden, an art element on the skybridge, intersection and sidewalk improvements at Minor Avenue and Columbia Street, and right-of-way improvements along Minor Avenue between Cherry Street and Columbia Street, including new paving, curbs, sidewalk, curb ramps, landscaping, and pedestrian-scale lighting. The Seattle Design Commission placed as a condition on the recommendation that Swedish Health Services include Seattle Design Commission

1 members on the Swedish Public Art Advisory Committee's review of artist proposals for
2 the skybridge; and

3 WHEREAS, Swedish Health Services petitioned the Seattle City Council to vacate the alley on
4 the block between Columbia Street, Minor Avenue, Cherry Street, and Boren Avenue,
5 under Clerk File 314304, to consolidate all of the parcels on this block and allow for the
6 construction of a central support facility and medical office tower; and

7 WHEREAS, the adoption of this ordinance is the culmination of the approval process for the
8 pedestrian skybridge to legally occupy a portion of the right-of-way over and across
9 Minor Avenue between Columbia Street and Cherry Street; NOW, THEREFORE,

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

11 Section 1. **Permission.** Subject to the terms and conditions of this ordinance, The City of
12 Seattle ("City") grants permission (also referred to in this ordinance as a permit) to Swedish
13 Health Services, and its successors and assigns as approved by the Director of the Seattle
14 Department of Transportation ("Director") according to Section 14 of this ordinance (the party
15 named above and each such approved successor and assign are referred to as "Permittee"), to
16 construct, maintain, and operate a pedestrian skybridge, including all related appurtenances
17 ("pedestrian skybridge") over and across Minor Avenue, between Columbia Street and Cherry
18 Street, adjacent in whole or in part to the property legally described as:

19 **PARCEL 12**

20 LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 95, TERRY'S SECOND ADDITION TO
21 THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN
22 VOLUME 1 OF PLATS, PAGE 87, RECORDS OF KING COUNTY, WASHINGTON.

23 **PARCEL 13**

24 LOTS 6 AND 7, BLOCK 95, TERRY'S SECOND ADDITION TO THE TOWN OF
25 SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF
26 PLATS, PAGE 87, IN KING COUNTY, WASHINGTON.

1 PARCEL 14
2 LOT 8, BLOCK 95, TERRY'S SECOND ADDITION TO THE TOWN OF SEATTLE,
3 ACCORDED TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87,
4 IN KING COUNTY, WASHINGTON.

5 TOGETHER WITH:
6 BLOCK 95, TERRY'S SECOND ADDITION TO THE CITY OF SEATTLE,
7 ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87,
8 RECORDS OF KING COUNTY, WASHINGTON; CONTAINING AN AREA OF 3,841
9 SQUARE FEET OR .0882 ACRES, MORE OR LESS; SITUATE IN THE CITY OF
10 SEATTLE, KING COUNTY, WASHINGTON.

11 PARCEL 1
12 LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 120, A.A. DENNY'S BROADWAY
13 ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF
14 RECORDED IN VOLUME 6 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON.

15 TOGETHER WITH VACATED ALLEY IN SAID BLOCK 120, AS DESCRIBED AND
16 VACATED UNDER ORDINANCE NUMBER 53208 IN THE CITY OF SEATTLE;

17 AND TOGETHER WITH THE SOUTHWESTERLY HALF OF VACATED SUMMIT
18 AVE ADJACENT TO SAID BLOCK, LYING SOUTHEASTERLY OF THE SOUTHEAST
19 LINE OF COLUMBIA STREET, AS DESCRIBED AND VACATED UNDER ORDINANCE
20 NUMBER 89570 OF THE CITY OF SEATTLE;

21 AND THAT PORTION OF COLUMBIA STREET AND OF SUMMIT AVENUE AS
22 VACATED UNDER ORDINANCE NUMBER 101585 OF THE CITY OF SEATTLE, AND
23 DESCRIBED AS FOLLOWS:

24 BEGINNING AT THE MOST SOUTHERLY CORNER OF BLOCK 8, BLOCK 131,
25 A.A. DENNY'S BROADWAY ADDITION, ACCORDING TO THE PLAT THEREOF
26 RECORDED IN VOLUME 6 OF PLATE, PAGE 40, IN KING COUNTY, WASHINGTON;
27 THENCE SOUTH 59°22'43" WEST ALONG THE NORTHWESTERLY LINE OF
28 COLUMBIA STREET TO THE MOST SOUTHERLY CORNER OF LOT 8, BLOCK 120,
29 SAID ADDITION; THENCE SOUTH 30°35'29" EAST ALONG THE PRODUCTION OF THE
30 SOUTHWESTERLY LINE OF SAID LOT, 66 FEET TO THE MOST WESTERLY CORNER
31 OF BLOCK 101, TERRY'S SECOND ADDITION, ACCORDING TO THE PLAT THEREOF
32 RECORDED IN VOLUME 1 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON;
33 THENCE NORTH 59°22'43" EAST ALONG NORTHWESTERLY LINE OF SAID BLOCK
34 TO THE MOST NORTHERLY CORNER THEREOF, THENCE NORTH 30°37'02" WEST
35 ALONG THE PRODUCTION OF THE NORTHEASTERLY LINE OF SAID BLOCK 1.012
36 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, NORTHERLY, AND
37 NORTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 66
38 FEET, A DISTANCE OF 103.66 FEET TO A POINT OF TANGENCY ON THE
39 NORTHWESTERLY LINE OF COLUMBIA STREET, SAID POINT BEING THE
40 BEGINNING;

LOTS 1, 2, 3, AND 4, BLOCK 101, TERRY'S SECOND ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON;

TOGETHER WITH VACATED ALLEY LYING BETWEEN SAID LOTS IN BLOCK 101, AS DESCRIBED AND VACATED UNDER ORDINANCE NUMBER 5956 OF THE CITY OF SEATTLE;

EXCEPT THAT PORTION OF SAID LOTS 3 AND 4 AND VACATED ALLEY CONVEYED TO THE CITY OF SEATTLE BY DEED RECORDED UNDER RECORDING NUMBER 7211170618;

TOGETHER WITH THE NORTHWESTERLY HALF OF VACATED PUBLIC WALKWAY IN SAID BLOCK 101, AS DESCRIBED AND VACATED UNDER ORDINANCE NUMBER 110712 OF THE CITY OF SEATTLE

for the purposes of providing a pedestrian connection for patients, staff, physicians, visitors, and the movement-sensitive hospital equipment between the existing South Tower and the new building at Block 95.

Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting on the effective date of this ordinance and ending at 11:59 p.m. on the last day of the tenth year. Upon written application made by the Permittee at least 180 days before expiration of the term, the Director or the City Council may renew the permit twice, each time for a successive ten-year term, subject to the right of the City to require the removal of the pedestrian skybridge or to revise by ordinance any of the terms and conditions of the permission granted by this ordinance. The total term of the permission, including renewals, shall not exceed 30 years. The Permittee shall submit any application for a new permission no later than 180 days prior to the expiration of the then-existing term.

Section 3. **Protection of utilities.** The permission granted is subject to the Permittee bearing the expense of any protection, support, or relocation of existing utilities deemed necessary by the owners of the utilities, and the Permittee being responsible for any damage to the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of

the pedestrian skybridge and for any consequential damages that may result from any damage to utilities or interruption in service caused by any of the foregoing.

Section 4. **Removal for public use or for cause.** The permission granted is subject to use of the street right-of-way or other public place (collectively, “public place”) by the City and the public for travel, utility purposes, and other public uses or benefits. The City expressly reserves the right to deny renewal of or terminate the permission at any time prior to expiration of the initial term or any renewal term, and require the Permittee to remove the pedestrian skybridge, or any part thereof or installation on the public place, at the Permittee’s sole cost and expense, in the event that:

(a) the City Council determines by ordinance that the space occupied by the pedestrian skybridge is necessary for any public use or benefit or that the pedestrian skybridge interferes with any public use or benefit; or

(b) the Director determines that use of the pedestrian skybridge has been abandoned; or

(c) the Director determines that any term or condition of this ordinance has been violated, and the violation has not been corrected by the Permittee by the compliance date after a written request by the City to correct the violation (unless a notice to correct is not required due to an immediate threat to the health or safety of the public).

A City Council determination that the space is needed for, or the pedestrian skybridge interferes with, a public use or benefit is conclusive and final without any right of the Permittee to resort to the courts to adjudicate the matter.

Section 5. **Permittee’s obligation to remove and restore.** If the permission granted is not renewed at the expiration of a term, or if the permission expires without an application for a

1 new permission being granted, or if the City terminates the permission, then within 90 days after
2 the expiration or termination of the permission, or prior to any earlier date stated in an ordinance
3 or order requiring removal of the pedestrian skybridge, the Permittee shall, at its own expense,
4 remove the pedestrian skybridge and all of the Permittee's equipment and property from the
5 public place and replace and restore all portions of the public place that may have been disturbed
6 for any part of the pedestrian skybridge in as good condition for public use as existed prior to
7 construction of the pedestrian skybridge and in at least as good condition in all respects as the
8 abutting portions of the public place as required by Seattle Department of Transportation
9 (SDOT) right-of-way restoration standards.

10 Failure to remove the pedestrian skybridge as required by this section is a violation of
11 Chapter 15.90 of the Seattle Municipal Code (SMC) or successor provision; however,
12 applicability of Chapter 15.90 does not eliminate any remedies available to the City under this
13 ordinance or any other authority. If the Permittee does not timely fulfill its obligations under this
14 section, the City may in its sole discretion remove the pedestrian skybridge and restore the public
15 place at the Permittee's expense, and collect such expense in any manner provided by law.

16 Upon the Permittee's completion of removal and restoration in accordance with this
17 section, or upon the City's completion of the removal and restoration and the Permittee's
18 payment to the City for the City's removal and restoration costs, the Director shall then issue a
19 certification that the Permittee has fulfilled its removal and restoration obligations under this
20 ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public
21 interest, the Director may, in the Director's sole discretion, conditionally or absolutely excuse the
22 Permittee from compliance with all or any of the Permittee's obligations under this section.

1 Section 6. **Repair or reconstruction.** The pedestrian skybridge shall remain the
2 exclusive responsibility of the Permittee and the Permittee shall maintain the pedestrian
3 skybridge in good and safe condition for the protection of the public. The Permittee shall not
4 reconstruct or repair the pedestrian skybridge except in strict accordance with plans and
5 specifications approved by the Director. The Director may, in the Director's judgment, order the
6 pedestrian skybridge reconstructed or repaired at the Permittee's cost and expense because of:
7 the deterioration or unsafe condition of the pedestrian skybridge; the installation, construction,
8 reconstruction, maintenance, operation, or repair of any municipally owned public utilities; or
9 any other cause.

10 Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and
11 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the
12 Director may order the pedestrian skybridge be closed or removed at the Permittee's expense if
13 the Director deems that the pedestrian skybridge has become unsafe or creates a risk of injury to
14 the public. If there is an immediate threat to the health or safety of the public, a notice to correct
15 is not required.

16 Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the
17 permission granted, or closure or removal of the pedestrian skybridge, the Permittee shall remain
18 bound by all of its obligations under this ordinance until the Director has issued a certification
19 that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this
20 ordinance. Notwithstanding the issuance of that certification, the Permittee shall continue to be
21 bound by the obligations in Section 5 of this ordinance and shall remain liable for any unpaid
22 fees assessed under Section 17 of this ordinance.

1 Section 9. **Release, hold harmless, indemnification, and duty to defend.** The
2 Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers,
3 employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense,
4 attorneys' fees, or damages of every kind and description arising out of or by reason of the
5 pedestrian skybridge or this ordinance, including but not limited to claims resulting from injury,
6 damage, or loss to the Permittee or the Permittee's property.

7 The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its
8 officials, officers, employees, and agents from and against all claims, actions, suits, liability,
9 loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only
10 damages that may result from the sole negligence of the City, that may accrue to, be asserted by,
11 or be suffered by any person or property including, without limitation, damage, death, or injury
12 to members of the public or to the Permittee's officers, agents, employees, contractors, invitees,
13 tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

14 (a) the existence, condition, construction, reconstruction, modification, maintenance,
15 operation, use, or removal of the pedestrian skybridge or any portion thereof, or the use,
16 occupation, or restoration of the public place or any portion thereof by the Permittee or any other
17 person or entity;

18 (b) anything that has been done or may at any time be done by the Permittee by reason of
19 this ordinance; or

20 (c) the Permittee failing or refusing to strictly comply with every provision of this
21 ordinance; or arising out of or by reason of the pedestrian skybridge or this ordinance in any
22 other way.

1 If any suit, action, or claim of the nature described above is filed, instituted, or begun
2 against the City, the Permittee shall upon notice from the City defend the City, with counsel
3 acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is
4 rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment
5 within 90 days after the action or suit has been finally determined, if determined adversely to the
6 City. If it is determined by a court of competent jurisdiction that Revised Code of Washington
7 (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or
8 result from the concurrent negligence of the City, its agents, contractors, or employees, and the
9 Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and
10 enforceable only to the extent of the negligence of the Permittee or the Permittee's agents,
11 contractors, or employees.

12 Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by
13 this ordinance and until the Director has issued a certification that the Permittee has fulfilled its
14 removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain
15 and maintain in full force and effect, at its own expense, insurance and/or self-insurance that
16 protects the Permittee and the City from claims and risks of loss from perils that can be insured
17 against under commercial general liability (CGL) insurance policies in conjunction with:

18 (a) construction, reconstruction, modification, operation, maintenance, use, existence,
19 or removal of the pedestrian skybridge or any portion thereof, as well as restoration of any
20 disturbed areas of the public place in connection with removal of the pedestrian skybridge;

21 (b) the Permittee's activity upon or the use or occupation of the public place
22 described in Section 1 of this ordinance; and

1 (c) claims and risks in connection with activities performed by the Permittee by
2 virtue of the permission granted by this ordinance.

3 Minimum insurance requirements are CGL insurance written on an occurrence form at
4 least as broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance
5 coverage to be placed with an insurer admitted and licensed to conduct business in Washington
6 State or with a surplus lines carrier pursuant to chapter 48.15 RCW. If coverage is placed with
7 any other insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is subject
8 to approval by the City's Risk Manager.

9 Minimum limits of liability shall be \$2,000,000 per Occurrence; \$4,000,000 General
10 Aggregate; \$2,000,000 Products/Completed Operations Aggregate, including Premises
11 Operation; Personal/Advertising Injury; Contractual Liability. Coverage shall include "The City
12 of Seattle, its officers, officials, employees, and agents" as additional insureds for primary and
13 non-contributory limits of liability subject to a Separation of Insureds clause.

14 Within 60 days after the effective date of this ordinance, the Permittee shall provide to
15 the City, or cause to be provided, certification of insurance coverage including an actual copy of
16 the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement
17 or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to
18 SDOT at an address as the Director may specify in writing from time to time. The Permittee shall
19 provide a certified complete copy of the insurance policy to the City promptly upon request.

20 If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager
21 may be submitted in lieu of the insurance coverage certification required by this ordinance, if
22 approved in writing by the City's Risk Manager. The letter of certification must provide all
23 information required by the City's Risk Manager and document, to the satisfaction of the City's

1 Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in
2 force. After a self-insurance certification is approved, the City may from time to time
3 subsequently require updated or additional information. The approved self-insured Permittee
4 must provide 30 days' prior notice of any cancellation or material adverse financial condition of
5 its self-insurance program. The City may at any time revoke approval of self-insurance and
6 require the Permittee to obtain and maintain insurance as specified in this ordinance.

7 In the event that the Permittee assigns or transfers the permission granted by this
8 ordinance, the Permittee shall maintain in effect the insurance required under this section until
9 the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

10 Section 11. **Contractor insurance.** The Permittee shall contractually require that any and
11 all of its contractors performing work on any premises contemplated by this permit name "The
12 City of Seattle, its officers, officials, employees and agents" as additional insureds for primary
13 and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance
14 and/or self-insurance. The Permittee shall also include in all contract documents with its
15 contractors a third-party beneficiary provision extending to the City construction indemnities and
16 warranties granted to the Permittee.

17 Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance,
18 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond
19 executed by a surety company authorized and qualified to do business in the State of Washington
20 that is: in the amount of \$205,000, and conditioned with a requirement that the Permittee shall
21 comply with every provision of this ordinance and with every order the Director issues under this
22 ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued
23 a certification that the Permittee has fulfilled its removal and restoration obligations under

1 Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in
2 consultation with the City Attorney's Office may be substituted for the bond. In the event that
3 the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall
4 maintain in effect the bond or letter of credit required under this section until the Director has
5 approved the assignment or transfer pursuant to Section 14 of this ordinance.

6 Section 13. **Adjustment of insurance and bond requirements.** The Director may adjust
7 minimum liability insurance levels and surety bond requirements during the term of this
8 permission. If the Director determines that an adjustment is necessary to fully protect the
9 interests of the City, the Director shall notify the Permittee of the new requirements in writing.
10 The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted
11 insurance and surety bond levels to the Director.

12 Section 14. **Consent for and conditions of assignment or transfer.** The permission
13 granted by this ordinance shall not be assignable or transferable by operation of law; nor shall the
14 Permittee transfer, assign, mortgage, pledge, or encumber the same without the Director's
15 consent, which the Director shall not unreasonably refuse. The Director may approve assignment
16 or transfer of the permission granted by this ordinance to a successor entity only if the successor
17 or assignee has accepted in writing all of the terms and conditions of the permission granted by
18 this ordinance; has provided, at the time of the acceptance, the bond and certification of
19 insurance coverage required under this ordinance; and has paid any fees due under Section 17 of
20 this ordinance. Upon the Director's approval of an assignment or transfer, the rights and
21 obligations conferred on the Permittee by this ordinance shall be conferred on the successors and
22 assigns. Any person or entity seeking approval for an assignment or transfer of the permission

1 granted by this ordinance shall provide the Director with a description of the current and
2 anticipated use of the pedestrian skybridge.

3 **Section 15. Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or
4 successor provision, pay the City the amounts charged by the City to inspect the pedestrian
5 skybridge during construction, reconstruction, repair, annual safety inspections, and at other
6 times deemed necessary by the City. An inspection or approval of the pedestrian skybridge by the
7 City shall not be construed as a representation, warranty, or assurance to the Permittee or any other
8 person as to the safety, soundness, or condition of the pedestrian skybridge. Any failure by the City
9 to require correction of any defect or condition shall not in any way limit the responsibility or
10 liability of the Permittee.

11 **Section 16. Inspection reports.** The Permittee shall submit to the Director, or to SDOT
12 at an address specified by the Director, an inspection report that:

- 13 (a) describes the physical dimensions and condition of all load-bearing elements;
14 (b) describes any damages or possible repairs to any element of the pedestrian
15 skybridge;
16 (c) prioritizes all repairs and establishes a timeframe for making repairs; and
17 (d) is stamped by a professional structural engineer licensed in the State of
18 Washington.

19 A report meeting the foregoing requirements shall be submitted within 60 days after the
20 effective date of this ordinance; subsequent reports shall be submitted every two years, within 30
21 days prior to the anniversary date of the last inspection report. In the event of a natural disaster or
22 other event that may have damaged the pedestrian skybridge, the Director may require that
23 additional reports be submitted by a date established by the Director. The Permittee has the duty

1 of inspecting and maintaining the pedestrian skybridge. The responsibility to submit structural
2 inspection reports required by the Director does not waive or alter any of the Permittee's other
3 obligations under this ordinance. The receipt of any reports by the Director shall not create any
4 duties on the part of the Director. Any failure by the Director to require a report, or to require
5 action after receipt of any report, shall not waive or limit the obligations of the Permittee.

6 Section 17. **Annual fee.** Beginning on the effective date of this ordinance, and annually
7 thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the
8 Director, an annual fee of \$13,474.93 or as adjusted annually thereafter, for the privileges
9 granted by this ordinance.

10 Adjustments to the annual fee shall be made in accordance with a term permit fee
11 schedule adopted by the City Council and may be made every year. In the absence of a schedule,
12 the Director may only increase or decrease the previous year's fee to reflect any inflationary
13 changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by
14 adjusting the previous year's fee by the percentage change between the two most recent year-end
15 values available for the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All
16 Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the
17 City Finance Director for credit to the Transportation Operating Fund.

18 Section 18. **Compliance with other laws.** Permittee shall construct, maintain, and
19 operate the pedestrian skybridge in compliance with all applicable federal, state, County, and
20 City laws and regulations. Without limitation, in all matters pertaining to the skybridge, the
21 Permittee shall comply with the City's laws prohibiting discrimination in employment and
22 contracting including the Seattle Fair Employment Practices Ordinance, SMC Chapter 14.04;
23 and the Fair Contracting Practices Code, SMC Chapter 14.10 (or successor provisions).

1 Section 19. **Acceptance of terms and conditions.** The Permittee shall deliver to the
2 Director its written signed acceptance of the terms of this ordinance within 60 days after the
3 effective date of this ordinance. The Director shall file the written acceptance with the City
4 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by
5 this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed
6 and forfeited. The Permittee shall not commence construction of the skybridge prior to the
7 Permittee delivering its written signed acceptance of the terms of this ordinance and providing
8 the bond and certificate of insurance coverage required by this ordinance as well as the covenant
9 agreement required by Section 20 of this ordinance.

10 Section 20. **Obligations run with the Property.** The obligations and conditions imposed
11 on the Permittee by this ordinance are covenants that bind the Permittee's heirs, successors, and
12 assigns regardless of whether the Director has approved an assignment or transfer of the
13 permission granted by this ordinance. The Permittee shall, within 60 days of the effective date of
14 this ordinance, and prior to conveying any interest in the encroachments or improvements that
15 are the subject of this ordinance, deliver to the Director on a form supplied by the Director, a
16 covenant agreement imposing the obligations and conditions in this ordinance, signed and
17 acknowledged by the Permittee, and recorded with the King County Recorder's Office. The
18 Director shall file the recorded covenant agreement with the City Clerk. The covenant agreement
19 shall reference this ordinance by its ordinance number.

20 Section 21. **Public benefit mitigation.** Permittee shall construct the following public
21 benefit mitigation within one year of the effective date of this ordinance:

22 a) A 3,200-square-foot garden located at the intersection of Minor Avenue and
23 Columbia Street;

1 b) Curated outdoor art located in the garden at the intersection of Minor Avenue
2 and Columbia Street;

3 c) Artwork element consistent with the final recommendation of the Swedish
4 Public Art Advisory Committee on the pedestrian skybridge that is visible from the street;

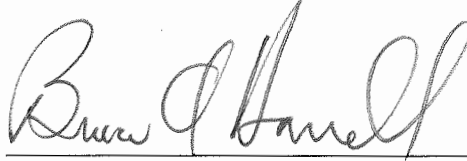
5 d) Intersection and sidewalk improvements at Minor Avenue and Columbia
6 Street, including a partially raised intersection, ADA accessible ramps, and crosswalk striping, to
7 enhance the pedestrian environment; and

8 e) Expanded pedestrian streetscape, including street paving, curb, sidewalk and
9 curb ramps, street trees, plantings, and pedestrian lighting on the east side of Minor Avenue
10 directly in front of the existing emergency department. Implementation of the art public benefit
11 features requires review of the Swedish Public Art Advisory Committee that includes members
12 from the Seattle Design Commission.

13 Section 22. **Section titles.** Section titles are for convenient reference only and do not
14 modify or limit the text of a section.

1 Section 23. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 26th day of September, 2016,
5 and signed by me in open session in authentication of its passage this 26th day of
6 September, 2016.

7 

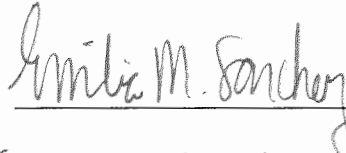
8 President _____ of the City Council

9 Approved by me this 29th day of September, 2016.

10 

11 Edward B. Murray, Mayor

12 Filed by me this 29th day of September, 2016.

13 

14 for Monica Martinez Simmons, City Clerk

15 (Seal)

Skybridge Public Benefits Matrix

PUBLIC BENEFITS MATRIX

| | PUBLIC BENEFIT | DESCRIPTION | CODE REQUIRED | MIMP REQUIRED | QUANTITY | COST |
|-------|--|---|------------------|------------------|--------------------|-------------|
| 1 | MINOR AVENUE GARDEN | 3,200 sf of publicly accessible open space directly adjacent to Minor Avenue <ul style="list-style-type: none"> • 1,500 SF of planting area • 11 LF of seating elements • Landscape pedestrian lighting to 1/2 FC • 8 trees | None | None | 3,200 SF | \$230,000 |
| 2 | PUBLICLY ACCESSIBLE ART - MINOR AVENUE GARDEN | Curated outdoor sculpture collection located in Minor Avenue Garden | None | None | Art Program Budget | \$150,000 |
| 3 | PUBLICLY ACCESSIBLE ART - MINOR AVENUE SKYBRIDGE | Work with selected artist on significant artwork element on Minor Avenue Skybridge | None | None | Art Program Budget | \$350,000 |
| 4 | MINOR AND COLUMBIA INTERSECTION | Intersection and sidewalk improvements to enhance pedestrian safety | None | None | 3,400 SF | \$250,000 |
| 5 | MINOR AVENUE ENHANCED ROW | Expanded pedestrian streetscape, including street paving, curb, sidewalk and curb ramps, street trees, planting, and pedestrian lights | None | None | 3,700 SF | \$240,000 |
| TOTAL | | | | | | \$1,220,000 |

Tunnel Conceptual Approval



SEATTLE CITY COUNCIL

Legislative Summary

Res 31700

Record No.: Res 31700

Type: Resolution (Res)

Status: Adopted

Version: 1

Ord. no:

In Control: City Clerk

File Created: 07/26/2016

Final Action: 09/29/2016

Title: A RESOLUTION granting conceptual approval to Swedish Health Services to construct and maintain a pedestrian tunnel under and across Minor Avenue, south of Columbia Street and north of Cherry Street.

Notes:

Date
Filed with City Clerk: 9/29/2016

Mayor's Signature: 9/29/2016

Sponsors: O'Brien

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments:

Drafter: amy.gray@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

☐ Yes

☐ No

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---------------|----------------------------|--|--|---|-----------|-----------------|---------|
| 1 | Mayor | 08/09/2016 | Mayor's leg transmitted to Council | City Clerk | | | |
| | Action Text: | The Resolution (Res) was Mayor's leg transmitted to Council. to the City Clerk | | | | | |
| | Notes: | | | | | | |
| 1 | City Clerk | 08/09/2016 | sent for review | Council President's Office | | | |
| | Action Text: | The Resolution (Res) was sent for review. to the Council President's Office | | | | | |
| | Notes: | | | | | | |
| 1 | Council President's Office | 08/12/2016 | sent for review | Sustainability and Transportation Committee | | | |
| | Action Text: | The Resolution (Res) was sent for review. to the Sustainability and Transportation Committee | | | | | |
| | Notes: | | | | | | |
| 1 | Full Council | 09/06/2016 | referred | Sustainability and Transportation Committee | | | |

- 1 Sustainability and Transportation Committee 09/14/2016 adopt Pass
Action Text: The Committee recommends that Full Council adopt the Resolution (Res).
In Favor: 3 Chair O'Brien, Vice Chair Johnson, Member Sawant
Opposed: 0
- 1 09/19/2016
- 1 Full Council 09/26/2016 adopted Pass
Action Text: The Resolution (Res) was adopted by the following vote, and the President signed the Resolution:
In Favor: 9 Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant
Opposed: 0
- 1 City Clerk 09/28/2016 submitted for Mayor
Mayor's signature
- 1 Mayor 09/29/2016 Signed
Action Text: The Resolution (Res) was Signed.
Notes:
- 1 Mayor 09/29/2016 returned City Clerk
Action Text: The Resolution (Res) was returned. to the City Clerk
Notes:
- 1 City Clerk 09/29/2016 attested by City Clerk
Action Text: The Resolution (Res) was attested by City Clerk.
Notes:
-

CITY OF SEATTLE

RESOLUTION 31700

A RESOLUTION granting conceptual approval to Swedish Health Services to construct and maintain a pedestrian tunnel under and across Minor Avenue, south of Columbia Street and north of Cherry Street.

WHEREAS, Swedish Health Services has applied for permission to construct and maintain a pedestrian tunnel (the "Project"), under and across Minor Avenue, south of Columbia Street and north of Cherry Street; and

WHEREAS, the new pedestrian tunnel will provide a pedestrian connection between the Northwest Tower, the main hospital, and Block 95 for the transport of supplies, food, and waste; and

WHEREAS, in making a recommendation, the Director of the Seattle Department of Transportation ("Director") considered the submitted plans and application materials for constructing the pedestrian tunnel and recommends that conceptual approval be granted; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE
MAYOR CONCURRING, THAT:**

Section 1. The City Council finds that the Swedish Minor pedestrian tunnel is in the public interest.

Section 2. As conditions for obtaining permission to construct the Project, Swedish Health Services shall:

(1) Provide engineering plans for additional review and permitting by the Seattle Department of Transportation, which the Director will circulate to other City departments and any public and private utilities affected by the installation of the proposed Project;

1 (2) Provide (i) a surety bond, (ii) covenant agreement, and (iii) public liability insurance
2 naming the City as an additional insured or self-insurance, as approved by the City's Risk
3 Manager;

4 (3) Pay all City permit fees;

5 (4) Obtain all necessary land use or building permits;


6 (5) Maintain and inspect the Project; and

7 (6) Remove the Project and restore the public right-of-way to its original condition upon
8 expiration of the term permit or at the direction of the Director or City Council in accordance
9 with the provisions of the term permit ordinance.

10 Section 3. After this resolution is adopted, the Seattle Department of Transportation
11 (SDOT) will present to the City Council a draft term permit ordinance identifying the conditions
12 under which permission may be granted for the use of the right-of-way. Permission to use the
13 right-of-way is subject to the Council's decision to approve, deny, or modify the draft term
14 permit ordinance presented by the Director.

15 Section 4. As recommended by the Director and the Mayor, conceptual approval for
16 construction of the pedestrian tunnel is GRANTED.

1 Adopted by the City Council the 26th day of September, 2016,
2 and signed by me in open session in authentication of its adoption this 26th day of
3 September, 2016.

4 

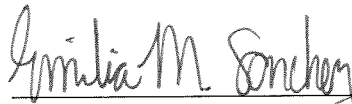
5 President _____ of the City Council

6 The Mayor concurred the 29th day of September, 2016.

7 

8 Edward B. Murray, Mayor

9 Filed by me this 29th day of September, 2016.

10 

11 for Monica Martinez Simmons, City Clerk

12 (Seal)



IN THE MATTER OF THE REQUEST OF SWEDISH HEALTH SERVICES TO EXTEND THE GRANT OF APPROVAL FOR THE PETITION OF THE VACATION OF THE ALLEY IN BLOCK 95, TERRY'S SECOND ADDITION, WITHIN CITY COUNCIL DISTRICT 3, IN THE BLOCK BOUNDED BY COLUMBIA STREET, MINOR AVENUE, CHERRY STREET, AND BOREN AVENUE

**CLERK FILE 314304
CLERK FILE 314477**

The City Council extends its grant of approval of the Swedish Health Services petition contained in Clerk File 314304 and approved August 8, 2016, for eight years to August 8, 2029, for the vacation of:

The alley lying within Block 95, Terry's Second Addition to the City of Seattle, according to the Plat thereof recorded in Volume 1 of Plats, Page 87, Records of King County, Washington; Containing an area of 3,841 square feet or 0.0882 Acres, more or less; Situate in the City of Seattle, King County, Washington

Clerk File 314477 is granted subject to the following:

The vacation is granted upon the Petitioner meeting the following conditions as contained in Clerk File 314304. The Petitioner shall demonstrate that all conditions imposed on the vacation by the City Council have been satisfied: all utility work relating to the vacation including easements or other agreements is completed; all public benefit elements have been provided; any other agreements or easements have been completed and recorded as necessary; and all fees paid, prior to the passage of the street vacation ordinance.

1. 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 Sustainability & Transportation Committee in August of 2016.
2. 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; elements of the street improvement plan and required street improvements to be reviewed include:

Street improvement plan showing sidewalks, street trees, bike racks, street furniture, lighting, art or artist-made elements, and landscaping around the site and the off-site public benefit features, including but not limited to these specific elements:

- Marion to Madison sidewalk and plantings;
- Minor & Seneca curb bulbs, sidewalks, furnishings & plantings;
- University & Summit traffic circle;
- Boylston & Seneca curbs bulbs, sidewalk, furnishings, & plantings;
- Boylston & Marion curb bulbs & sidewalk;
- Broadway Avenue plantings;
- Wayfinding signs and street tree replacement;
- Public art in the ROW along the First Hill Mile;
- Columbia & Cherry expanded and enhanced pedestrian streetscape;
- Pedestrian controlled signal at Boren & Cherry; and
- Pedestrian controlled signal at Minor & James.

3. 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:

- Seattle City Light;
- Seattle Public Utilities;
- Puget Sound Energy; and
- CenturyLink Communications.

4. It is expected that development activity will commence within approximately 2 years of this approval and that development activity will be completed within 5 years. In order to insure 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) until SDOT has determined that all conditions have been satisfied and all

fees have been paid as applicable.

5. Access to the buildings for vehicle parking, services, bicycles, and patient drop-off shall be provided as follows, changes to this proposal shall require the review of SDOT: three access points will be allowed; two driveways on Cherry Street with one providing an in/out driveway to the parking garage and one providing an entry to the truck loading dock; one exit-only driveway on Columbia Street will be allowed for freight vehicles exiting the parking garage.
6. 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.
7. The Petitioner is a health care facility, for which maintaining a healing environment is paramount. In the context of maintaining the healing environment, free speech activities such as hand billing, signature gathering, and holding signs, all without obstructing access to the space, the building, or other adjacent amenity features, and without unreasonably interfering with the enjoyment of the space by others, shall be allowed within the vacation public benefit features; however, the Petitioner shall retain the right to preclude any such activities in the event they interfere with the provision of healthcare services in a healing environment. Members of the public may be asked to leave for conduct that unreasonably interferes with the enjoyment of the space by others or unreasonably interferes with the provision of healthcare services in a healing environment that includes but is not limited to, activities that create noise that interferes with patients' rest and recovery, and interfere with access to care including emergency care and physician services. 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.
8. The Petitioner shall develop and maintain the public benefit elements as defined by the City Council. A Property Use and Development Agreement (PUDA) or other binding mechanism shall

be required to ensure that the public benefit elements remain open and accessible to the public 24 hours per day, with temporary closures permitted for reasons such as maintenance, safety, or private functions and to outline future maintenance obligations of the improvements. Signage shall be provided as described in Condition 7. The final design of the public benefit elements shall require the review and approval of SDOT Street Vacations. SDOT may request additional review by the Design Commission of the implementation of the public benefit elements or the pedestrian enhancements, as necessary. Public benefit elements in the right-of-way require additional SIP review, street use permits and indemnification; public and private areas must be clearly distinguished and markers in the sidewalk shall be required. 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:

Block 95 Alley Vacation Proposal

| PUBLIC BENEFIT | DESCRIPTION | QUANTITY | ESTIMATED COST |
|-------------------|---|--|-------------------|
| 1 First Hill Mile | Sidewalk & pedestrian crossing improvements | | \$1,300,000 |
| | • Marion to Madison sidewalk and plantings | 4,800 SF | |
| | • Minor & Seneca curb bulbs, sidewalk, furnishings and plantings | 2,650 SF | |
| | • University & Summit traffic circle | 925 SF | |
| | • Boylston & Seneca curb bulbs, | 3,870 SF | |
| | • sidewalk, furnishings and plantings • Boylston & Spring traffic circle • Boylston & Marion curb bulbs and sidewalk • Broadway Avenue plantings Wayfinding signs Street tree replacements | 1,130 SF 2,715 SF 830 SF 11 39 | |
| | | | |

| | | | |
|---|---|-----------|--------------------|
| 2 First Hill Park Contribution | Contribution toward improvements to First Hill Park | \$500,000 | |
| 3 Public Art | Public art in the ROW along the First Hill Mile | \$300,000 | |
| 4 Minor Avenue Voluntary Setback | Setback along Minor Avenue | 1,700 SF | \$125,000 |
| 5 Boren Avenue Voluntary Setback | Setback along Boren Avenue | 1,200 SF | \$90,000 |
| 6 Columbia St. Row Improvements | Expanded and enhanced pedestrian streetscape | 980 SF | \$40,000 |
| 7 Cherry St. Row Improvements | Expanded and enhanced pedestrian streetscape | 560 SF | \$70,000 |
| 8 Pedestrian Controlled Signal | Pedestrian controlled signal at Boren & Cherry | 1 | \$200,000 |
| 9 Pedestrian Controlled Signal | Pedestrian controlled signal at Minor & James | 1 | \$200,000 |
| TOTAL | | | \$2,825,000 |

Signed by me in open session this _____ of _____, 2021.

 President _____ of the City Council



Legislation Text

File #: CB 120135, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE granting ARE-SEATTLE NO. 33, LLC a permit to construct, maintain, and operate below-grade private utility lines under and across Roy Street, west of 8th Avenue North, and Dexter Avenue North, north of Mercer Street, for a 15-year term, renewable for one successive 15-year term; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

WHEREAS, McKinstry Company LLC applied for permission to construct, operate, and maintain below-grade private utility lines under and across Roy Street, west of 8th Avenue North; Dexter Avenue North, north of Mercer Street; Roy Street, west of Dexter Avenue North; and under the alley north of Mercer Street, west of Dexter Avenue North, south of Roy Street, and east of Aurora Avenue North in the South Lake Union neighborhood (“ARE District Energy System”); and

WHEREAS, McKinstry Company LLC transferred all rights and ownership of the ARE District Energy System to ARE-SEATTLE NO. 33, LLC; and

WHEREAS, the ARE District Energy System has been modified to eliminate potential lines under and across Roy Street, west of Dexter Avenue North; and under the alley north of Mercer Street, west of Dexter Avenue North, south of Roy Street, and east of Aurora Avenue North; and

WHEREAS, the purpose of the ARE District Energy System is to extract waste heat from municipal wastewater and distribute it between the buildings located at 601 Dexter Avenue North, 701 Dexter Avenue North, and 800 Mercer Street, reducing energy usage and carbon emissions; and

WHEREAS, the obligations of the ordinance remain in effect after the ordinance term expires until the encroachment is removed, or ARE-SEATTLE NO. 33, LLC is relieved of the obligations by the Seattle

Department of Transportation Director, or the Seattle City Council passes a new ordinance to renew the permission granted; and

WHEREAS, the Seattle City Council adopted Resolution 31980 and conceptually approved the ARE District Energy System, and ARE-SEATTLE NO. 33, LLC has met the obligations described in Resolution 31980; and

WHEREAS, the adoption of this ordinance is the culmination of the approval process for the ARE District Energy System to legally occupy a portion of the public right-of-way, and the adopted ordinance is considered to be the permit; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. **Permission.** Subject to the terms and conditions of this ordinance, The City of Seattle (“City”) grants permission (also referred to in this ordinance as a “permit”) to ARE-SEATTLE NO. 33, LLC, and its successors and assigns as approved by the Director of the Seattle Department of Transportation (“Director”) according to Section 14 of this ordinance (the party named above and each such approved successor and assign is referred to as the “Permittee”), to construct, maintain, and operate below-grade private utility lines under and across Roy Street, west of 8th Avenue North, and Dexter Avenue North, north of Mercer Street (collectively referred to as “ARE District Energy System”), adjacent in whole or in part to the property legally described as:

701 DEXTER AVENUE NORTH:

LOTS 1 AND 2, BLOCK 6, EDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 61-1, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 7 FEET THEREOF HERETOFORE CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 61981 FOR THE WIDENING OF DEXTER AVENUE, AS PROVIDED UNDER ORDINANCE NUMBER 17628 OF THE CITY OF SEATTLE; AND LOTS 7 AND 9, BLOCK 6, EDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 61-A, IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 236360 FOR THE WIDENING OF AURORA AVENUE, AS PROVIDED UNDER ORDINANCE NUMBER 59719 OF THE CITY OF SEATTLE; SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

Construction and operation of the ARE District Energy System will connect 701 Dexter Avenue North and 800 Mercer Street, under Roy Street; and 800 Mercer Street and 601 Dexter Avenue North, under Dexter Avenue North.

Section 2. **Term.** The permission granted to the Permittee is for a term of 15 years starting on the effective date of this ordinance and ending at 11:59 p.m. on the last day of the fifteenth year. Upon written application made by the Permittee at least one year before expiration of the term, the Director or the City Council may renew the permit once, for a successive 15-year term, subject to the right of the City to require the removal of the ARE District Energy System or to revise by ordinance any of the terms and conditions of the permission granted by this ordinance. The total term of the permission, including renewals, shall not exceed 30 years. The Permittee shall submit any application for a new permission no later than one year before the then-existing term expires.

Section 3. **Protection of utilities.** The permission granted is subject to the Permittee bearing the expense of any protection, support, or relocation of existing utilities deemed necessary by the owners of the utilities, and the Permittee being responsible for any damage to the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of the ARE District Energy System and for any consequential damages that may result from any damage to utilities or interruption in service caused by any of the foregoing.

Section 4. **Removal for public use or for cause.** The permission granted is subject to use of the street right-of-way or other public place (collectively, “public place”) by the City and the public for travel, utility purposes, and other public uses or benefits. The City expressly reserves the right to deny renewal, or terminate the permission at any time before expiration of the initial term or any renewal term, and require the Permittee to remove the ARE District Energy System or any part thereof or installation on the public place, at the Permittee’s sole cost and expense, if:

- A. The City Council determines by ordinance that the space occupied by the ARE District Energy

System is necessary for any public use or benefit or that the ARE District Energy System interferes with any public use or benefit; or

B. The Director determines that use of the ARE District Energy System has been abandoned; or

C. The Director determines that any term or condition of this ordinance has been violated, and the violation has not been corrected by the Permittee by the compliance date after a written request by the City to correct the violation (unless a notice to correct is not required due to an immediate threat to the health or safety of the public).

A City Council determination that the space is needed for, or the ARE District Energy System interferes with, a public use or benefit is conclusive and final without any right of the Permittee to resort to the courts to adjudicate the matter.

Section 5. **Permittee's obligation to remove and restore.** If the permission granted is not renewed at the expiration of a term, or if the permission expires without an application for a new permission being granted, or if the City terminates the permission, then within 90 days after the expiration or termination of the permission, or prior to any earlier date stated in an ordinance or order requiring removal of the ARE District Energy System, the Permittee shall, at its own expense, remove the ARE District Energy System and all of the Permittee's equipment and property from the public place and replace and restore all portions of the public place that may have been disturbed for any part of the ARE District Energy System in as good condition for public use as existed prior to constructing the ARE District Energy System and in at least as good condition in all respects as the abutting portions of the public place as required by Seattle Department of Transportation (SDOT) right-of-way restoration standards.

Failure to remove the ARE District Energy System as required by this section is a violation of Chapter 15.90 of the Seattle Municipal Code (SMC) or successor provision; however, applicability of Chapter 15.90 does not eliminate any remedies available to the City under this ordinance or any other authority. If the Permittee does not timely fulfill its obligations under this section, the City may in its sole discretion remove the

ARE District Energy System and restore the public place at the Permittee's expense and collect such expense in any manner provided by law.

Upon the Permittee's completion of removal and restoration in accordance with this section, or upon the City's completion of the removal and restoration and the Permittee's payment to the City for the City's removal and restoration costs, the Director shall issue a certification that the Permittee has fulfilled its removal and restoration obligations under this ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public interest, the Director may, in the Director's sole discretion, conditionally or absolutely excuse the Permittee from compliance with all or any of the Permittee's obligations under this section.

Section 6. **Repair or reconstruction.** The ARE District Energy System shall remain the exclusive responsibility of the Permittee and the Permittee shall maintain the ARE District Energy System in good and safe condition for the protection of the public. The Permittee shall not reconstruct or repair the ARE District Energy System except in strict accordance with plans and specifications approved by the Director. The Director may, in the Director's judgment, order the ARE District Energy System reconstructed or repaired at the Permittee's cost and expense because of the deterioration or unsafe condition of the ARE District Energy System; because of the installation, construction, reconstruction, maintenance, operation, or repair of any municipally owned public utilities; or for any other cause.

Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and failure of the Permittee to correct an unsafe condition within the time stated in the notice, the Director may order the ARE District Energy System be closed or removed at the Permittee's expense if the Director deems that the ARE District Energy System has become unsafe or creates a risk of injury to the public. If there is an immediate threat to the health or safety of the public, a notice to correct is not required.

Section 8. **Continuing obligations.** Notwithstanding the termination or expiration of the permission granted, or removal of the ARE District Energy System, the Permittee shall remain bound by all of its obligations under this ordinance until the Director has issued a certification that the Permittee has fulfilled its

removal and restoration obligations under Section 5 of this ordinance, or the Seattle City Council passes a new ordinance to renew the permission granted and/or establishes a new term. Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed under Sections 15 and 17 of this ordinance.

Section 9. **Release, hold harmless, indemnification, and duty to defend.** The Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description arising out of or by reason of the ARE District Energy System or this ordinance, including but not limited to claims resulting from injury, damage, or loss to the Permittee or the Permittee's property.

The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents from and against all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only damages that may result from the sole negligence of the City, that may accrue to, be asserted by, or be suffered by any person or property including, without limitation, damage, death or injury to members of the public or to the Permittee's officers, agents, employees, contractors, invitees, tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

- A. The existence, condition, construction, reconstruction, modification, maintenance, operation, use, or removal of the ARE District Energy System or any portion thereof, or the use, occupation, or restoration of the public place or any portion thereof by the Permittee or any other person or entity;
- B. Anything that has been done or may at any time be done by the Permittee by reason of this ordinance; or
- C. The Permittee failing or refusing to strictly comply with every provision of this ordinance; or arising out of or by reason of the ARE District Energy System, or this ordinance in any other way.

If any suit, action, or claim of the nature described above is filed, instituted, or begun against the City,

the Permittee shall upon notice from the City defend the City, with counsel acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment within 90 days after the action or suit has been finally determined, if determined adversely to the City. If it is determined by a court of competent jurisdiction that Revised Code of Washington (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or result from the concurrent negligence of the City, its agents, contractors, or employees, and the Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permittee or the Permittee's agents, contractors, or employees.

Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by this ordinance and until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance and/or self-insurance that protects the Permittee and the City from claims and risks of loss from perils that can be insured against under commercial general liability (CGL) insurance policies in conjunction with:

- A. Construction, reconstruction, modification, operation, maintenance, use, existence, or removal of the ARE District Energy System or any portion thereof, as well as restoration of any disturbed areas of the public place in connection with removal of the ARE District Energy System;
- B. The Permittee's activity upon or the use or occupation of the public place described in Section 1 of this ordinance; and
- C. Claims and risks in connection with activities performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements are CGL insurance written on an occurrence form at least as broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance coverage to be placed with an insurer admitted and licensed to conduct business in Washington State or with a surplus lines carrier pursuant to

chapter 48.15 RCW. If coverage is placed with any other insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is subject to approval by the City's Risk Manager.

Minimum limits of liability shall be \$5,000,000 per Occurrence; \$10,000,000 General Aggregate; \$5,000,000 Products/Completed Operations Aggregate, including Premises Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include "The City of Seattle, its officers, officials, employees and agents" as additional insureds for primary and non-contributory limits of liability subject to a Separation of Insureds clause.

Within 60 days after the effective date of this ordinance, the Permittee shall provide to the City, or cause to be provided, certification of insurance coverage including an actual copy of the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to SDOT at an address as the Director may specify in writing from time to time. The Permittee shall provide a certified complete copy of the insurance policy to the City promptly upon request.

If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager may be submitted in lieu of the insurance coverage certification required by this ordinance, if approved in writing by the City's Risk Manager. The letter of certification must provide all information required by the City's Risk Manager and document, to the satisfaction of the City's Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in force. After a self-insurance certification is approved, the City may from time to time subsequently require updated or additional information. The approved self-insured Permittee must provide 30 days' prior notice of any cancellation or material adverse financial condition of its self-insurance program. The City may at any time revoke approval of self-insurance and require the Permittee to obtain and maintain insurance as specified in this ordinance.

In the event that the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in effect the insurance required under this section until the Director has approved the

assignment or transfer pursuant to Section 14 of this ordinance.

Section 11. **Contractor insurance.** The Permittee shall contractually require that any and all of its contractors performing work on any premises contemplated by this permit name “The City of Seattle, its officers, officials, employees and agents” as additional insureds for primary and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance and/or self-insurance. The Permittee shall also include in all contract documents with its contractors a third-party beneficiary provision extending to the City construction indemnities and warranties granted to the Permittee.

Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance, the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond executed by a surety company authorized and qualified to do business in the State of Washington in the amount of \$15,000 and conditioned with a requirement that the Permittee shall comply with every provision of this ordinance and with every order the Director issues under this ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in consultation with the City Attorney’s Office may be substituted for the bond. If the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in effect the bond or letter of credit required under this section until the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

Section 13. **Adjustment of insurance and bond requirements.** The Director may adjust minimum liability insurance levels and surety bond requirements during the term of this permission. If the Director determines that an adjustment is necessary to fully protect the interests of the City, the Director shall notify the Permittee of the new requirements in writing. The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted insurance and surety bond levels to the Director.

Section 14. **Consent for and conditions of assignment or transfer.** When the Property is transferred, the permission granted by this ordinance shall be assignable and transferable by operation of law pursuant to

Section 20 of this ordinance. Continued occupation of the right-of-way constitutes the Permittee's acceptance of the terms of this ordinance, and the new owner of the Property shall be conferred with the rights and obligations of the Permittee by this ordinance. Other than a transfer to a new owner of the Property, the Permittee shall not transfer, assign, mortgage, pledge or encumber the same without the Director's consent, which the Director shall not unreasonably refuse. The Director may approve assignment or transfer of the permission granted by this ordinance to a successor entity only if the successor or assignee has provided, at the time of the assignment or transfer, the bond and certification of insurance coverage required under this ordinance; and has paid any fees due under Sections 15 and 17 of this ordinance. Upon the Director's approval of an assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance shall be conferred on the successors and assigns. Any person or entity seeking approval for an assignment or transfer of the permission granted by this ordinance shall provide the Director with a description of the current and anticipated use of the ARE District Energy System.

Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or successor provision, pay the City the amounts charged by the City to inspect the ARE District Energy System during construction, reconstruction, repair, annual safety inspections, and at other times deemed necessary by the City. An inspection or approval of the ARE District Energy System by the City shall not be construed as a representation, warranty, or assurance to the Permittee or any other person as to the safety, soundness, or condition of the ARE District Energy System. Any failure by the City to require correction of any defect or condition shall not in any way limit the responsibility or liability of the Permittee.

Section 16. **Inspection reports.** The Permittee shall submit to the Director, or to SDOT at an address specified by the Director, an inspection report that:

- A. Describes the physical dimensions and condition of all load-bearing elements;
- B. Describes any damages or possible repairs to any element of the ARE District Energy System;
- C. Prioritizes all repairs and establishes a timeframe for making repairs; and

D. Is stamped by a professional structural engineer licensed in the State of Washington.

A report meeting the foregoing requirements shall be submitted within 60 days after the effective date of this ordinance; subsequent reports shall be submitted every two years, provided that, in the event of a natural disaster or other event that may have damaged the ARE District Energy System, the Director may require that additional reports be submitted by a date established by the Director. The Permittee has the duty of inspecting and maintaining the ARE District Energy System. The responsibility to submit structural inspection reports periodically or as required by the Director does not waive or alter any of the Permittee's other obligations under this ordinance. The receipt of any reports by the Director shall not create any duties on the part of the Director. Any failure by the Director to require a report, or to require action after receipt of any report, shall not waive or limit the Permittee's obligations.

Section 17. **Annual fee.** Beginning on the effective date of this ordinance the Permittee shall pay an Issuance Fee, and annually thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an Annual Renewal Fee, and an Annual Use and Occupation Fee of \$4,482.60, or as adjusted annually thereafter, for the privileges granted by this ordinance for the ARE District Energy System.

Adjustments to the Annual Use and Occupation Fee shall be made in accordance with a term permit fee schedule adopted by the City Council and may be made every year. In the absence of a schedule, the Director may only increase or decrease the previous year's fee to reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee by the percentage change between the two most recent year-end values available for the Consumer Price Index for the Seattle-Tacoma-Bellevue Area, All Urban Consumers, All Products, Not Seasonally Adjusted. Permittee shall pay any other applicable fees, including fees for reviewing applications to renew the permit after expiration of the first term. All payments shall be made to the City Finance Director for credit to the Transportation Fund.

Section 18. **Compliance with other laws.** The Permittee shall construct, maintain, and operate the ARE District Energy System in compliance with all applicable federal, state, County and City laws and regulations.

Without limitation, in all matters pertaining to the ARE District Energy System, the Permittee shall comply with the City's laws prohibiting discrimination in employment and contracting including Seattle's Fair Employment Practices Ordinance, Chapter 14.04, and Fair Contracting Practices Code, Chapter 14.10 (or successor provisions).

Section 19. Acceptance of terms and conditions. The Permittee shall not commence construction of the ARE District Energy System before providing evidence of insurance coverage required by Section 10 of this ordinance, the bond as required by Section 12 of this ordinance, and the covenant agreement required by Section 20 of this ordinance. Obtaining building permits from the Seattle Department of Construction and Inspections, or other applicable City-issued permits, constitutes the Permittee's acceptance of the terms of this ordinance.

Section 20. Obligations run with the Property. The obligations and conditions imposed on the Permittee by this ordinance are covenants that run with the land and bind subsequent owners of the property adjacent to the ARE District Energy System and legally described in Section 1 of this ordinance (the "Property"), regardless of whether the Director has approved assignment or transfer of the permission granted herein to such subsequent owner(s). At the request of the Director, the Permittee shall provide to the Director a current title report showing the identity of all owner(s) of the Property and all encumbrances on the Property. The Permittee shall, within 60 days of the effective date of this ordinance, and prior to conveying any interest in the Property, deliver to the Director upon a form to be supplied by the Director, a covenant agreement imposing the obligations and conditions set forth in this ordinance, signed and acknowledged by the Permittee and any other owner(s) of the Property and recorded with the King County Recorder's Office. The Director shall file the recorded covenant agreement with the City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At the request of the Director, the Permittee shall cause encumbrances on the Property to be subordinated to the covenant agreement.

Section 21. Section titles. Section titles are for convenient reference only and do not modify or limit the

text of a section.

Section 22. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2021, and signed by me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
|--------------------------------------|-----------------------------|------------------------------|
| Seattle Department of Transportation | Amy Gray/206-386-4638 | Christie Parker/206-684-5211 |

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE granting ARE-SEATTLE NO. 33, LLC a permit to construct, maintain, and operate below-grade private utility lines under and across Roy Street, west of 8th Avenue North, and Dexter Avenue North, north of Mercer Street, for a 15-year term, renewable for one successive 15-year term; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Summary and background of the Legislation:

This legislation would allow ARE-SEATTLE NO. 33, LLC to construct, maintain and operate below-grade private utility lines under and across Roy Street, west of 8th Avenue North; Dexter Avenue North, north of Mercer Street. The ARE District Energy System permit would be for a period of fifteen years, commencing on the effective date of the ordinance. The permit may be extended for one successive 15-year term. The legislation specifies the conditions under which permission is granted.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☒ Yes ☐ No

| Appropriation change (\$): | General Fund \$ | | Other \$ | |
|--------------------------------|-------------------------|------|---------------------------|------|
| | 2021 | 2022 | 2021 | 2022 |
| | \$0 | \$0 | \$0 | \$0 |
| Estimated revenue change (\$): | Revenue to General Fund | | Revenue to Other Funds | |
| | 2021 | 2022 | 2021 | 2022 |
| | \$0 | \$0 | Annual Fee: \$4,482.60 | TBD |
| Positions affected: | No. of Positions | | Total FTE Change | |
| | 2021 | 2022 | 2021 | 2022 |
| | | | | |

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

No.

Is there financial cost or other impacts of *not* implementing the legislation?

If the legislation is not enacted by City Council, the City of Seattle would not receive the 2021 Annual Fee of \$4,482.60 and future annual fees.

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 | 2021 Revenue | 2022 Estimated Revenue |
|-----------------------------|-------------|-----------------------|---------------------|-------------------------------|
| Transportation Fund (13000) | SDOT | Annual Fee | \$4,482.60 | TBD |
| TOTAL | | | \$4,482.60 | |

Is this change one-time or ongoing?

On-going

Revenue/Reimbursement Notes:

The 2021 fee is based on the 2021 land value as assessed by King County.

3.c. Positions

☐ This legislation adds, changes, or deletes positions.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

No.

b. Is a public hearing required for this legislation?

No.

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

d. Does this legislation affect a piece of property?

Yes, the ARE District Energy System property legally described in Section 1 of the Council Bill.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

This legislation does not have any implications for the principles of the Race and Social Justice Initiative and does not impact vulnerable or historically disadvantaged communities.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

The legislation will decrease carbon emissions because it does not require burning fossil fuels. The project extracts waste heat from the sewer line and uses it to heat the connected buildings. The estimated annual electrical savings are 675,000kWh, equivalent to 477 metric tons of carbon emissions, or 103 passenger vehicles driven annually.

2. 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.

The technology applied on this project is a durable source of zero carbon heat. The sewer temperature does not vary as drastically as outdoor air temperature. As the climate changes, and outdoor temperature either increases or decreases, the sewer source of heat will remain constant.

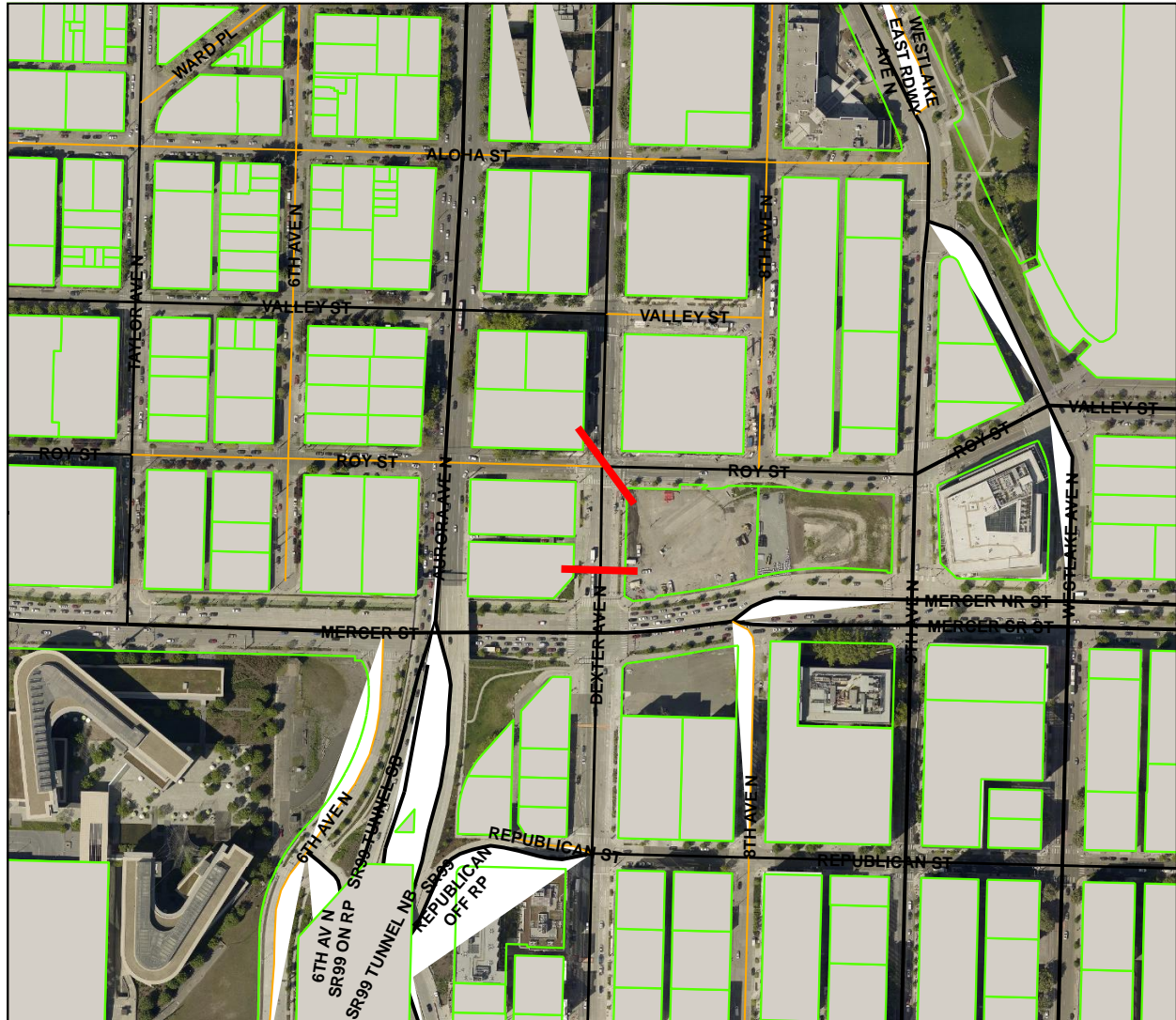
g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?

N/A

List attachments/exhibits below:

Summary Attachment A – ARE District Energy Area Map
Summary Attachment B – Annual Fee Assessment

Summary Attachment A - ARE District Energy Area Map



Map is for informational purposes only and is not intended to modify or supplement the legal description(s) in the Ordinance.

Summary Attachment B - Annual Fee Assessment

STREET USE ANNUAL FEE ASSESSMENT

Date: 2/23/2021

| |
|---|
| <p>Summary: Land Value: \$775/SF 2021 Permit Fee: \$4,482.60</p> |
|---|

I. Property Description:

New below-grade private utility lines under and across Roy Street, west of 8th Avenue North; Dexter Avenue North, north of Mercer Street; Roy Street, west of Dexter Avenue North; and in the alley north of Mercer Street, west of Dexter Avenue North, south of Roy Street, and east of Aurora Avenue North. The utility lines area is **241 square feet**.

Applicant:

800 Mercer, LLC; ARE-SEATTLE NO. 33, LLC; ARE-SEATTLE NO. 32 HOLDING LLC

Abutting Parcels, Property Size, Assessed Value:

2021

Parcel 2249000245; Lot size: 27,127 square feet
Tax year 2021 Appraised Land Value \$21,023,400 (\$775/square foot)

Parcel 2249000055; Lot size: 57,255 square feet
Tax year 2021 Appraised Land Value \$44,372,600 (\$775/square foot)

Parcel 2249000100; Lot size: 23,632 square feet
Tax year 2021 Appraised Land Value \$18,314,800 (\$775/square foot)

Average 2021 Tax Assessed Land Value: \$775/SF

II. Annual Fee Assessment:

The 2021 permit fee is calculated as follows:

Utility Lines:

$(\$775/\text{SF}) \times (241 \text{ SF}) \times (30\%) \times (8\%) = \$4,482.60$ where 25% is the degree of alienation for sub-surface utility tunnels/structures and 8% is the annual rate of return.

Fee methodology authorized under Ordinance 123485, as amended by Ordinances 123585, 123907, and 124532.



Legislation Text

File #: CB 120136, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE vacating the alley in Block 21, Heirs of Sarah A. Bell's Second Addition, bounded by Bell Street, 7th Avenue, Blanchard Street, and 8th Avenue, in South Lake Union; and accepting a Property Use and Development Agreement, on the petition of Acorn Development LLC (Clerk File 314278).

WHEREAS, Acorn Development LLC ("Petitioner") filed a petition under Clerk File 314278 to vacate the

alley bounded by Bell Street, 7th Avenue, Blanchard Street, and 8th Avenue; and

WHEREAS, following a November 24, 2015, public hearing on the petition, the Seattle City Council ("City Council") conditionally granted the petition on January 11, 2016; and

WHEREAS, a Property Use and Development Agreement recorded on December 10, 2020, with the King County Recorder's Office under Recording No. 20201210002758 commits the Petitioner and their successors to fulfill ongoing public-benefit obligations required as part of the vacation; and

WHEREAS, as provided for in Revised Code of Washington (RCW) 35.79.030 and Seattle Municipal Code Chapter 15.62, the Petitioner has paid the City a vacation fee of \$5,180,000 on June 22, 2017, which is the full appraised value of the property; 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 21, Heirs of Sarah A. Bell's Second Addition, is in the public interest;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The alley in Block 21, Heirs of Sarah A. Bell's Second Addition, described below, is vacated:

The alley in Block 21, Heirs of Sarah A. Bell's Second Addition to the City of Seattle, recorded in Volume 1 of Plats, page 121, Records of King County, Washington, being the block bounded by Bell Street, 7th Avenue, Blanchard Street and 8th Avenue.

(Clerk File 314278).

Section 2. The Property Use and Development Agreement, King County Recording No.

20201210002758, attached as Exhibit 1 to this ordinance is accepted.

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

Passed by the City Council the _____ day of _____, 2021, and signed by me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Exhibit 1 - Property Use and Development Agreement

Instrument Number: 20201210002758 Document: AG Rec: \$114.50 Page-1
Record Date: 12/10/2020 4:39 PM
King County, WA



20201210002758

AGREEMENT Rec: \$114.50
12/10/2020 4:39 PM
KING COUNTY, WA

When Recorded, Return to:
HILLIS CLARK MARTIN & PETERSON P.S.
Attention: T. Ryan Durkan
1221 Second Avenue, Suite 500
Seattle, WA 98101-2925

PROPERTY USE AND DEVELOPMENT AGREEMENT

| | |
|--|--|
| Grantor: | Acorn Development LLC |
| Grantee: | City of Seattle |
| Legal Description (abbreviated): | Alley in Block 21, Heirs of Sarah A. Bell's Second Addition to the City of Seattle |
| Assessor's Tax Parcel ID #: | 066000-0375; 066000-0355; 066000-0345; 066000-0340; 066000-035; 066000-0325 |
| Reference Nos. of Documents Released or Assigned: | N/A |

This PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this _____ day of _____, 2020, in favor of the CITY OF SEATTLE (the "City"), a Washington municipal corporation, by ACORN DEVELOPMENT LLC (the "Owner"), a Delaware limited liability corporation.

RECITALS

A. WHEREAS, Owner is vested in fee simple title and has a substantial beneficial interest in certain real property, which is legally described in EXHIBIT A (the "Property"); and

B. WHEREAS, Owner applied for and received approval of a Master Use Permit (Project No. 3018578) to develop a 24-story commercial tower and an 8-story commercial building on the above-described property and has redeveloped the property in accordance with approvals (the "Development"); and

C. WHEREAS, in connection with the Development, a petition was filed under City of Seattle Clerk's File No 314278, pursuant to Chapter 35.79 of the Revised Code of Washington

and Seattle Municipal Code Chapter 15.62, by the Owner to vacate the alley in Block 21 of Sarah A. Bell's Second Addition of Seattle as legally described in EXHIBIT B; and

D. WHEREAS, the Transportation Committee of the Seattle City Council held a public hearing on the street vacation petition and recommended approval of the street vacation petition, subject to conditions; and

E. WHEREAS, the Seattle City Council granted preliminary approval of the street vacation petition, subject to conditions, on January 11, 2016, in City of Seattle Clerk's File No. 314278 ("Council Vacation Decision"), including the public benefit improvements listed in Section 1; and

F. WHEREAS, execution of a Property Use and Development Agreement is desired to ensure compliance with any conditions of alley vacation approval that will not be fully satisfied prior to passage of the ordinance vacating the above-referenced alley; and

G. WHEREAS, the Owner now seeks final vacation of the alley in Block 21 of Sarah A. Bell's Second Addition as described in EXHIBIT B;

NOW, THEREFORE, the Owner agrees that if the ordinance vacating the above-referenced alley is passed by the Seattle City Council and approved by the Mayor, then the Owner shall operate and maintain the Development in accordance with this Agreement:

AGREEMENT

Section 1. Public Benefit Improvements. Addressed below are those on-site and off-site public benefit improvements of the alley vacation approval that require ongoing maintenance during the operation of the Development, which shall be collectively referred to as the "Public Benefit Improvements" and which are depicted on EXHIBIT C.

A. 8th Avenue Hillclimb

- i. Approximately 12,000 sf of publicly accessible open space, including a ramp from the corner of 8th Avenue and Bell Street to the mid-block plaza, landscaping, and seating.

B. Blanchard Street Setback

- i. Approximately 1,100 sf of voluntary building setbacks within the property line to allow for landscape and seating elements.

C. Bell Street Setback

- i. Approximately 1,000 sf of voluntary building setbacks within the property line to allow for landscape and seating elements.

D. Enhanced Right-of-Way Improvements

- i. 7th Avenue Improvements and Cycle Track: approximately 4,700 sf of expanded pedestrian streetscape and cycle track, including landscaping, a bus stop, pedestrian light fixtures, and enhanced curb bulbs at the corners.
- ii. 8th Avenue Improvements: approximately 3,300 sf of expanded pedestrian streetscape, including landscaping, pedestrian light fixtures, seating elements, and enhanced curb bulbs at the corners.
- iii. Blanchard Street Improvements: approximately 750 sf of expanded pedestrian streetscape, including landscaping, pedestrian light fixtures, seating elements, and enhanced curb bulbs at the corners.
- iv. Bell Street Improvements: approximately 1,800 sf of expanded pedestrian streetscape, including landscaping, pedestrian light fixtures, seating elements, and enhanced curb bulbs at the corners.

E. Off-Site Benefits

- i. 8th Avenue and Bell Street Intersection: approximately 5,350 sf of raised intersection and sidewalk to enhance pedestrian safety.
- ii. Bell Street Cycle Track: approximately 4,500 sf of buffered bike lane on the north side of Bell Street from Denny to 7th consistent with the Center City Bike Network.

Section 2: Maintenance. The Owner shall maintain all of the Public Benefit Improvements in good repair for the life of the Development.

Section 3: Public Access. Public access will be allowed to the following Public Benefit Improvements such that the public can pass through or use the amenity regardless of whether such use by the public is associated with the Development: 8th Avenue Hillclimb, Blanchard Street Setback, and Bell Street Setback (as described in Section 1.A and 1.B and 1.C), as depicted on EXHIBIT D. The Owner may adopt reasonable rules and regulations regarding use of and access to such Public Benefit Improvements as are necessary to ensure the security of the users of the Public Benefit Improvements and the Development. The rules and regulations may not be inconsistent with the terms of this Agreement. A summary of the rules and regulations may be posted in visible locations in the Development.

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 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 on the site. Any violation of these conditions will be enforced through Chapter 15.90 of the Seattle Municipal Code.

Section 4. Closures. The Owner shall have the right to temporarily close or modify the Public Benefit Improvements for: construction; maintenance and repair; temporary use for private functions directly related to the Development or the Owner; the maintenance of safety or security for the Development or persons using the Development; or other circumstances beyond the Owner's control.

Section 5. Binding Effect. An executed copy of this Agreement shall be recorded in the records of King County and the covenants hereof shall be deemed to attach to and run with the Property. The Owner agrees that terms of this Agreement shall be binding on and benefit the Owner during the term of its ownership and subsequent to its ownership this Agreement shall be binding on and benefit its successors, heirs, and assigns.

Section 6. Modification. This Agreement may be amended or modified by mutual agreement between the City and Owner, according to the following procedure. Minor changes to this Agreement may be approved by SDOT, if the approved change is consistent with the purpose and intent of the conditions in the Council Vacation Decision. Any major changes to this Agreement, as reasonably determined by SDOT, shall require approval by the City Council by resolution or ordinance. SDOT shall provide the Owner with notice and the opportunity to comment on whether a change is considered minor or major, prior to SDOT making that determination. Nothing in this Agreement shall be construed as a surrender of the City's governmental powers.

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

Section 8. Insurance. Upon the effective date of the vacation ordinance, the 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 9. Indemnity. 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 Benefit Improvements during the term of its ownership. Upon any transfer of

ownership, this obligation will be binding on 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 its officers, employees, elected officials, agents or subcontractors.


Section 10. Reservation. The Owner reserves the right to use the Public Benefit Improvements for any purpose that does not materially interfere with the public's use of the Public Benefit Improvements, including but not limited to the right to use the Public Benefit Improvements as described in Sections 1 and 3 of this Agreement and the right to grant a right of use within the Development, provided the right of use does not materially interfere and is consistent with the public's use of the Public Benefit Improvements.

Section 11. No Dedication. Notwithstanding the covenants contained in this Agreement, nothing in this Agreement shall constitute a public dedication of any portion of the Property, Development, or Public Benefit Improvements.

Section 12. Severability. It is expressly agreed that in the event any covenant or condition or restriction in this instrument or any portion thereof is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

SIGNED this 17 day of September, 2020.

Acorn Development LLC
a Delaware limited liability company

By: 
Patrick Miller
Its: Authorized Signatory

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me Patrick Miller, to me known to be the ~~Authorized~~ ^{Authorized Signatory} of Acorn Development LLC, a Delaware limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17 day of September, 2020.





Printed Name Amy Casavan
NOTARY PUBLIC in and for the State of
Washington, residing at 11111111111, WA
My Commission Expires 3-05-2024

Exhibit A

Legal Description of Acorn Development LLC Property (Block 21)

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12, BLOCK 21, SECOND ADDITION TO THE TOWN OF SEATTLE, AS LAID OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S SECOND ADDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 121, IN KING COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 193437 FOR THE WIDENING OF 7TH AVENUE, AS PROVIDED BY ORDINANCE NUMBER 50890 OF THE CITY OF SEATTLE.

Exhibit B

Legal Description of Alley to be Vacated (CF 314278)

ALLEY IN BLOCK 21, SECOND ADDITION TO THE TOWN OF SEATTLE, AS LAID OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S SECOND ADDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 121, IN KING COUNTY, WASHINGTON

Exhibit C

Public Benefit Improvements

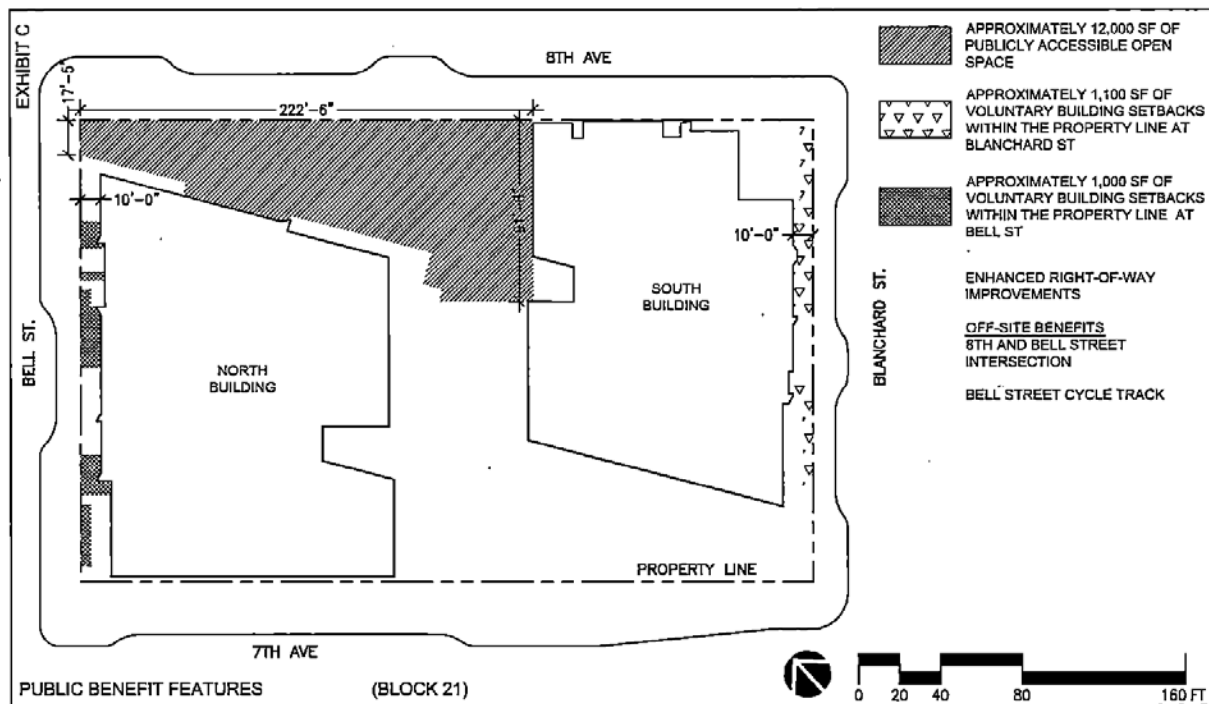
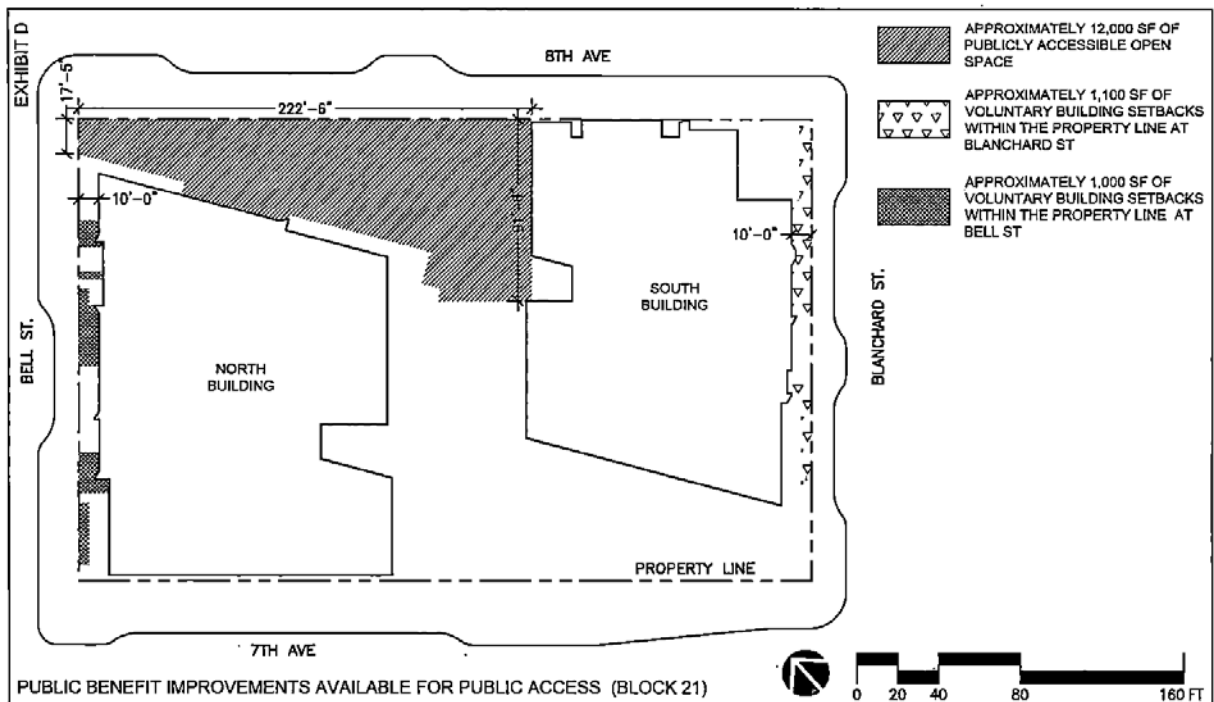


Exhibit D

Public Benefit Improvements Available for Public Access



SUMMARY and FISCAL NOTE*

| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
|--------------------------------------|-----------------------------|------------------------------|
| Seattle Department of Transportation | Amy Gray/206-386-4638 | Christie Parker/206-684-5211 |

1. BILL SUMMARY

Legislation Title: AN ORDINANCE vacating the alley in Block 21, Heirs of Sarah A. Bell's Second Addition, bounded by Bell Street, 7th Avenue, Blanchard Street, and 8th Avenue, in South Lake Union; and accepting a Property Use and Development Agreement, on the petition of Acorn Development LLC (Clerk File 314278).

Summary and background of the Legislation:

This Council Bill completes the vacation process for the alley in Block 21, Heirs of Sarah A. Bell's Second Addition, bounded Bell Street, 7th Avenue, Blanchard Street, and 8th Avenue, in the South Lake Union neighborhood, on the petition of Acorn Development Group LLC.

The Petitioner sought the vacation for the development of an office tower on a consolidated block. After a November 24, 2015 public hearing on the petition, the City Council conditionally granted the petition on January 11, 2016.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

No. The vacation fee of \$5.18 million was paid in June 2017.

Is there financial cost or other impacts of *not* implementing the legislation?

The 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 in its obligations, which could have financial impacts.

4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**
No.

b. Is a public hearing required for this legislation?

No.

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

d. Does this legislation affect a piece of property?

Yes, it completes the vacation of the alley in Block 21, Heirs of Sarah A. Bell's Second Addition, bounded Bell Street, 7th Avenue, Blanchard Street, and 8th Avenue.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

SDOT has not identified any Race and Social Justice Initiative implications related to this legislation.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

No.

2. 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.

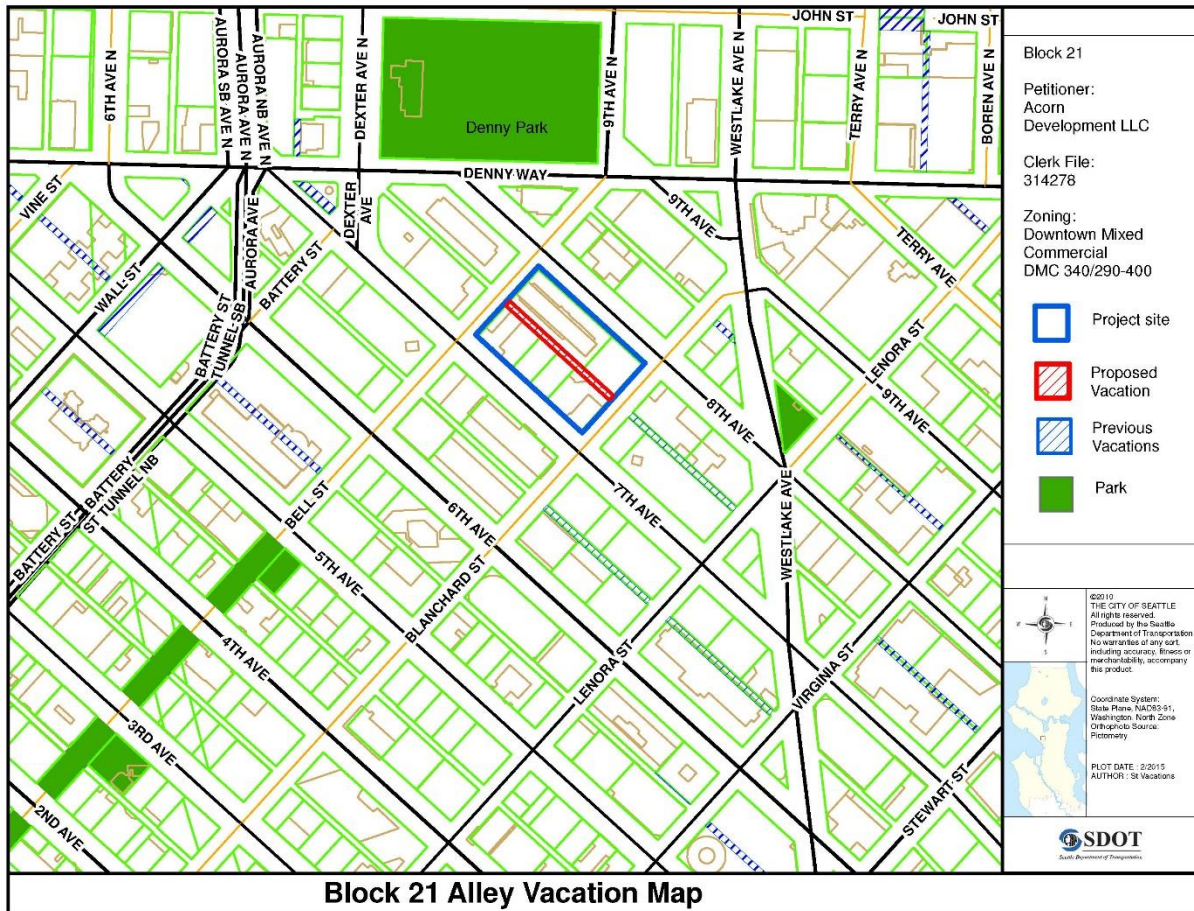
No.

g. 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)?

N/A

List attachments/exhibits below:

Summary Attachment A – Block 21 Alley Vacation Map





Legislation Text

File #: CB 120137, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE vacating the alley in Block 20, Heirs of Sarah A. Bell's Second Addition, bounded by 7th Avenue, Blanchard Street, 8th Avenue, and Lenora Street, in South Lake Union; and accepting a Property Use and Development Agreement, on the petition of Acorn Development LLC (Clerk File 312262).

WHEREAS, Clise Properties, Inc., on behalf of Acorn Development LLC, filed a petition under Clerk File

312262 to vacate the alley bounded by 7th Avenue, Blanchard Street, 8th Avenue, and Lenora Street;

and

WHEREAS, Acorn Development LLC ("Petitioner") is the successor in interest and the current Petitioner; and

WHEREAS, following a September 25, 2012, public hearing on the petition, the Seattle City Council ("City Council") conditionally granted the petition on November 5, 2012; and

WHEREAS, a Property Use and Development Agreement recorded on December 10, 2020, with the King County Recorder's Office under Recording No. 20201210002757 commits the Petitioner and their successors to fulfill ongoing public-benefit obligations required as part of the vacation; and

WHEREAS, as provided for in Revised Code of Washington (RCW) 35.79.030 and Seattle Municipal Code Chapter 15.62, the Petitioner has paid the City a vacation fee of \$5,188,000 on January 8, 2015, which is the full appraised value of the property; 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 20, Heirs of Sarah A. Bell's Second Addition, is in the public interest;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The alley in Block 20, Heirs of Sarah A. Bell's Second Addition, described below, is vacated:

The alley in Block 20, Heirs of Sarah A. Bell's Second Addition, recorded in Volume 1 of Plats, page 121, Records of King County, Washington, being the block bounded by 7th Avenue, Blanchard Street, 8th Avenue, and Lenora Street (Clerk File 312262)

Section 2. The Property Use and Development Agreement, King County Recording No.

20201210002757, attached as Exhibit 1 to this ordinance is accepted.

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

Passed by the City Council the _____ day of _____, 2021, and signed by me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Exhibit 1 - Property Use and Development Agreement

Instrument Number: 20201210002757 Document: AG Rec: \$113.50 Page-1
Record Date: 12/10/2020 4:39 PM
King County, WA



20201210002757

AGREEMENT Rec: \$113.50
12/10/2020 4:39 PM
KING COUNTY, WA

When Recorded, Return to:
HILLIS CLARK MARTIN & PETERSON P.S.
Attention: T. Ryan Durkan
1221 Second Avenue, Suite 500
Seattle, WA 98101-2925

PROPERTY USE AND DEVELOPMENT AGREEMENT

| | |
|--|---|
| Grantor: | <u>Acorn Development LLC</u> |
| Grantee: | <u>City of Seattle</u> |
| Legal Description (abbreviated): | <u>Alley in Block 20, Heirs of Sarah A. Bell's Second Addition to the City of Seattle</u> |
| Assessor's Tax Parcel ID #: | <u>066000-0275; 066000-0280; 066000-0270; 066000-0320</u> |
| Reference Nos. of Documents Released or Assigned: | <u>N/A</u> |

This PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this _____ day of _____, 2020, in favor of the CITY OF SEATTLE (the "City"), a Washington municipal corporation, by ACORN DEVELOPMENT LLC (the "Owner"), a Delaware limited liability corporation.

RECITALS

A. WHEREAS, Owner is vested in fee simple title and has a substantial beneficial interest in certain real property, which is legally described in EXHIBIT A (the "Property"); and

B. WHEREAS, Owner applied for and received approval of a Master Use Permit (Project No. 3013153) to develop a commercial tower on the above-described property and has redeveloped the property in accordance with approvals (the "Development"); and

C. WHEREAS, in connection with the Development, a petition was filed under City of Seattle Clerk's File No 312262 pursuant to Chapter 35.79 of the Revised Code of Washington and Seattle Municipal Code Chapter 15.62, by the Owner and its predecessor in interest, Clise Properties, Inc., to vacate the alley in Block 20 of Sarah A. Bell's Second Addition of Seattle as legally described in EXHIBIT B; and

D. WHEREAS, the Transportation Committee of the Seattle City Council held a public hearing on the street vacation petition and recommended approval of the street vacation petition, subject to conditions; and

E. WHEREAS, the Seattle City Council granted preliminary approval of the street vacation petition, subject to conditions, on November 5, 2012, in City of Seattle Clerk's File No. 312262 ("Council Vacation Decision"), including the public benefit improvements listed in Section 1; and

F. WHEREAS, execution of a Property Use and Development Agreement is desired to ensure compliance with any conditions of alley vacation approval that will not be fully satisfied prior to passage of the ordinance vacating the above-referenced alley; and

G. WHEREAS, the Owner now seeks final vacation of the alley in Block 20 of Sarah A. Bell's Second Addition as described in EXHIBIT B;

NOW, THEREFORE, the Owner agrees that if the ordinance vacating the above-referenced alley is passed by the Seattle City Council and approved by the Mayor, then the Owner shall operate and maintain the Development in accordance with this Agreement:

AGREEMENT

Section 1. Public Benefit Improvements. Addressed below are those on-site and off-site public benefit improvements of the alley vacation approval that require ongoing maintenance during the operation of the Development, which shall be collectively referred to as the "Public Benefit Improvements" and which are depicted on EXHIBIT C.

A. Blanchard Street Voluntary Building Setback

- i. Approximately 2,140 sf of voluntary 10' building setback to allow for widened sidewalk, additional landscape, and use by adjacent retail.

B. Other Voluntary Building Setbacks

- i. Approximately 2,270 sf of voluntary building setbacks within the property line to allow for landscape and sidewalk improvements (excluding Blanchard Street).

C. Enhanced Right-of-Way Improvements

- i. 4-6 additional trees as part of a double row of trees (allee) on 7th. The location and quantity of trees will be determined by SDOT and local utilities.
- ii. Two wayfinding signs per the City Center Wayfinding Plan (one onsite and one offsite).

D. Art

- i. One signature art piece.
- ii. Integrated art in the right-of-way.

Section 2: Maintenance. The Owner shall maintain all of the Public Benefit Improvements in good repair for the life of the Development.

Section 3: Public Access. Public access will be allowed to the following Public Benefit Improvements such that the public can pass through or use the amenity regardless of whether such use by the public is associated with the Development: Blanchard Street Voluntary Building Setback and Other Voluntary Building Setbacks (as described in Section 1.A and 1.B), as depicted on EXHIBIT D. The Owner may adopt reasonable rules and regulations regarding use of and access to such Public Benefit Improvements as are necessary to ensure the security of the users of the Public Benefit Improvements and the Development. The rules and regulations may not be inconsistent with the terms of this Agreement. A summary of the rules and regulations may be posted in visible locations in the Development.

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 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 on the site. Any violation of these conditions will be enforced through Chapter 15.90 of the Seattle Municipal Code.

Section 4. Closures. The Owner shall have the right to temporarily close or modify the Public Benefit Improvements for: construction; maintenance and repair; temporary use for private functions directly related to the Development or the Owner; the maintenance of safety or security for the Development or persons using the Development; or other circumstances beyond the Owner's control.

Section 5. Binding Effect. An executed copy of this Agreement shall be recorded in the records of King County and the covenants hereof shall be deemed to attach to and run with the Property. The Owner agrees that terms of this Agreement shall be binding on and benefit the Owner during the term of its ownership and subsequent to its ownership this Agreement shall be binding on and benefit its successors, heirs, and assigns.

Section 6. Modification. This Agreement may be amended or modified by mutual agreement between the City and Owner, according to the following procedure. Minor changes to this Agreement may be approved by SDOT, if the approved change is consistent with the purpose and intent of the conditions in the Council Vacation Decision. Any major changes to this Agreement, as reasonably determined by SDOT, shall require approval by the City Council

by resolution or ordinance. SDOT shall provide the Owner with notice and the opportunity to comment on whether a change is considered minor or major, prior to SDOT making that determination. Nothing in this Agreement shall be construed as a surrender of the City's governmental powers.

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

Section 8. Insurance. Upon the effective date of the vacation ordinance, the 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 9. Indemnity. 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 Benefit Improvements during the term of its ownership. Upon any transfer of ownership, this obligation will be binding on 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 its officers, employees, elected officials, agents or subcontractors.

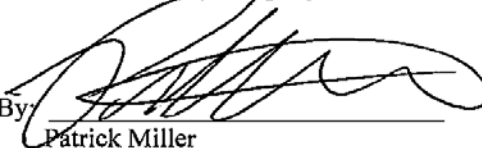
Section 10. Reservation. The Owner reserves the right to use the Public Benefit Improvements for any purpose that does not materially interfere with the public's use of the Public Benefit Improvements, including but not limited to the right to use the Public Benefit Improvements as described in Sections 1 and 3 of this Agreement and the right to grant easements-a right of use within the Development, provided the easements-right of use does not materially interfere and is consistent with the public's use of the Public Benefit Improvements.

Section 11. No Dedication. Notwithstanding the covenants contained in this Agreement, nothing in this Agreement shall constitute a public dedication of any portion of the Property, Development, or Public Benefit Improvements.

Section 12. Severability. It is expressly agreed that in the event any covenant or condition or restriction in this instrument or any portion thereof is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

SIGNED this 17 day of September, 2020.

Acorn Development LLC
a Delaware limited liability company

By: 
Patrick Miller
Its: Authorized Signatory

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me John Schoettler, to me known to be the Vice President, of Acorn Development LLC, a Delaware limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17 day of
September, 2020.





Printed Name AMY CASAVAN
NOTARY PUBLIC in and for the State of
Washington, residing at Sammamish, WA
My Commission Expires 3-05-2024

Exhibit A

Legal Description of Acorn Development, LLC Property (Block 20)

ALL OF BLOCK 20, SECOND ADDITION TO THE TOWN OF SEATTLE, AS LAID OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S SECOND ADDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 121, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 36118 AND KING COUNTY SUPERIOR COURT CAUSE NUMBER 193437, AS PROVIDED BY ORDINANCE NUMBERS 7733 AND 50890 OF THE CITY OF SEATTLE.

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

Exhibit B

Legal Description of Alley to be Vacated (CF 312262)

ALLEY IN BLOCK 20, CLERK FILE 312262: ALLEY IN BLOCK 20, SECOND ADDITION TO THE TOWN OF SEATTLE, AS LAID OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S SECOND ADDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF, RECORDED IN VOL. 1 OF PLATS, PAGE 121, IN KING COUNTY, WASHINGTON. THE BLOCK IS BOUNDED BY LENORA STREET, 7TH AVENUE, BLANCHARD STREET, AND 8TH AVENUE.

Exhibit C

Public Benefit Improvements

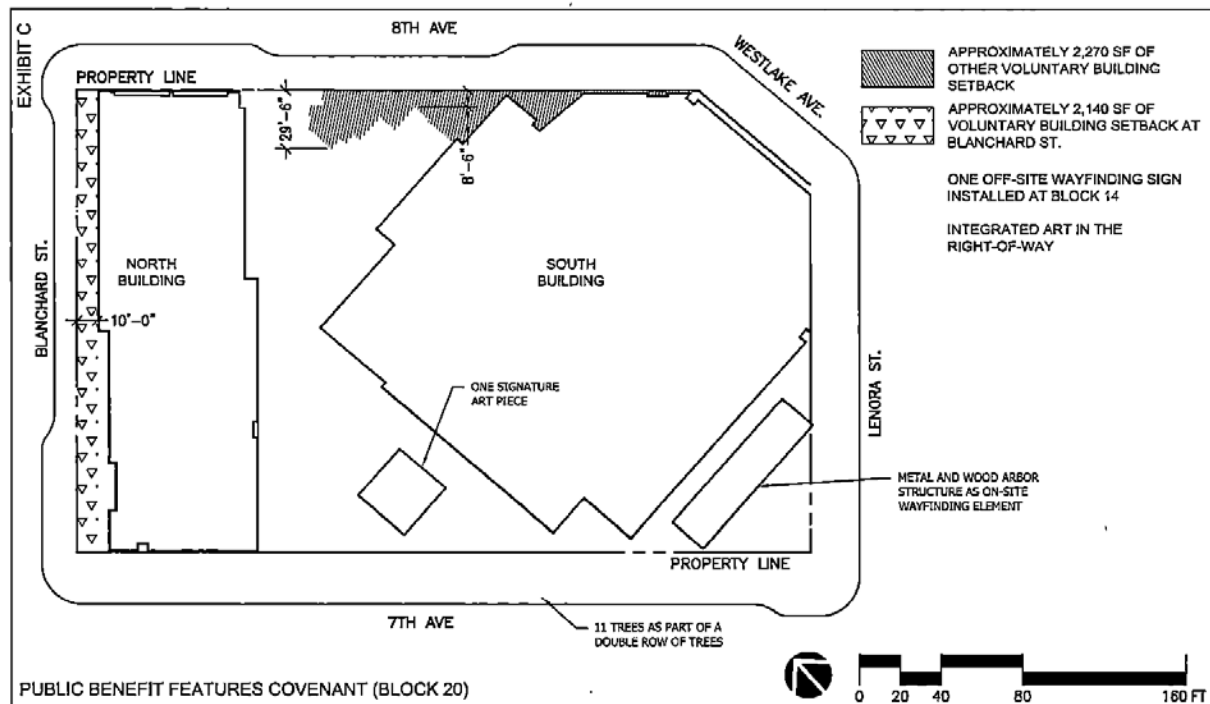
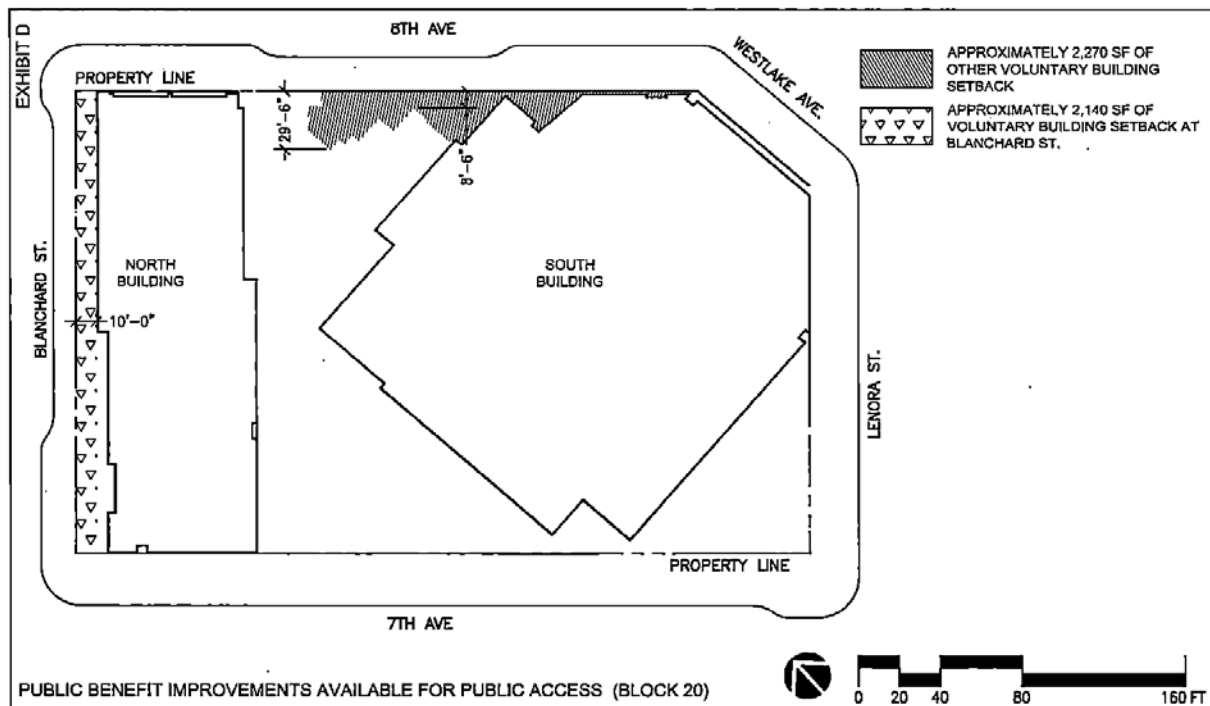


Exhibit D

Public Benefit Improvements Available for Public Access



SUMMARY and FISCAL NOTE*

| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
|--------------------------------------|-----------------------------|------------------------------|
| Seattle Department of Transportation | Amy Gray/206-386-4638 | Christie Parker/206-684-5211 |

1. BILL SUMMARY

Legislation Title: AN ORDINANCE vacating the alley in Block 20, Heirs of Sarah A. Bell's Second Addition, bounded by 7th Avenue, Blanchard Street, 8th Avenue, and Lenora Street, in South Lake Union; and accepting a Property Use and Development Agreement, on the petition of Acorn Development LLC (Clerk File 312262).

Summary and background of the Legislation:

This Council Bill completes the vacation process for the alley in Block 20, Heirs of Sarah A. Bell's Second Addition, bounded by 7th Avenue, Blanchard Street, 8th Avenue, and Lenora Street in the South Lake Union neighborhood. The petitioner is Acorn Development Group LLC.

The Petitioner sought the vacation for the development of an office tower on a consolidated block. After a September 25, 2012 public hearing on the petition, the City Council conditionally granted the petition. The legislation also accepts a Property Use and Development Agreement providing for the establishment and maintenance of various public benefit improvements.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes X No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes X No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
No.

Is there financial cost or other impacts of *not* implementing the legislation?

The legislation will complete the vacation process. The Petitioner has met all the conditions imposed by the City Council, including payment of a \$5.188 million vacation fee in 2015. By not implementing this legislation, the City could be in violation of its obligations, which could have financial impacts.

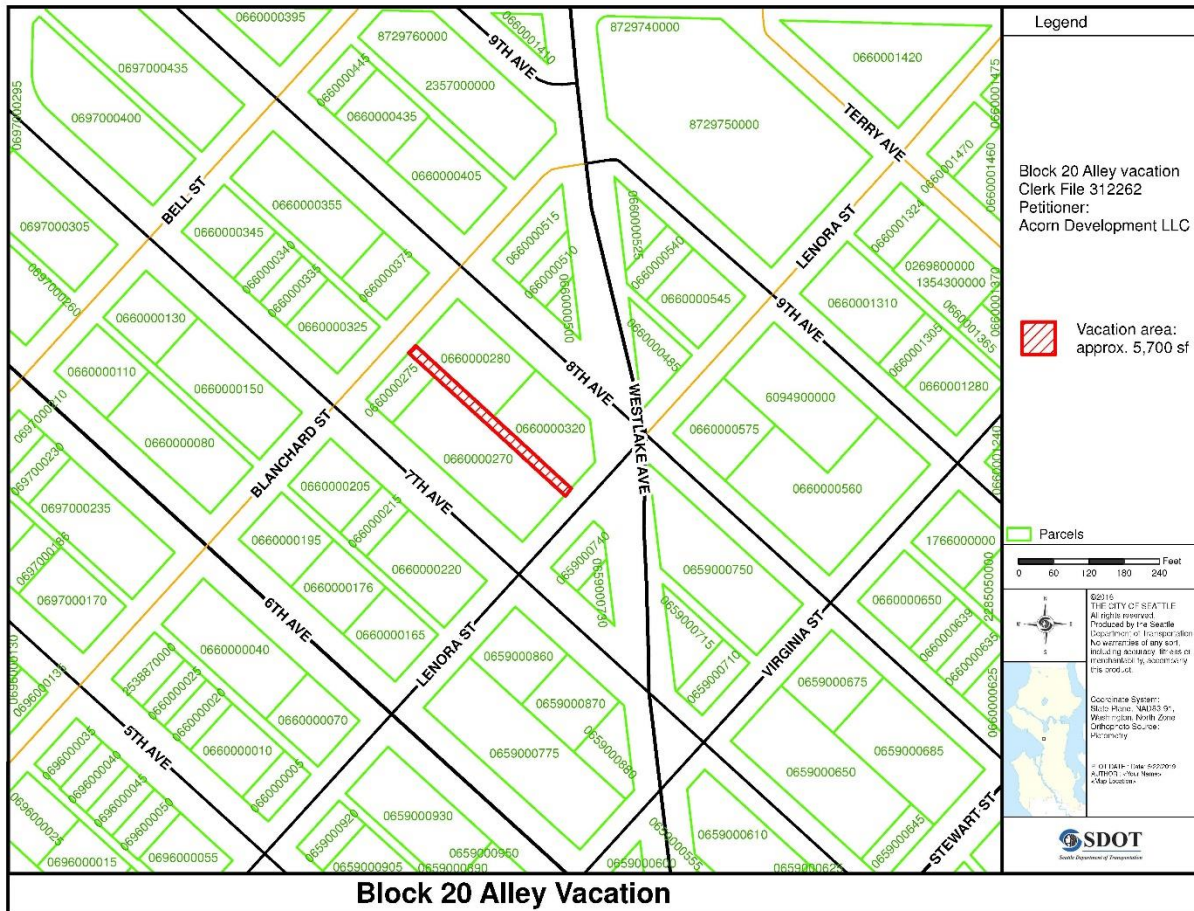
4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**
No.
- b. **Is a public hearing required for this legislation?**
No.
- c. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.
- d. **Does this legislation affect a piece of property?**
Yes, it completes the vacation of the alley in Block 20, Heirs of Sarah A. Bell's Second Addition, bounded by 7th Avenue, Blanchard Street, 8th Avenue, and Lenora Street.
- e. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**
SDOT has not identified any Race and Social Justice Initiative implications related to this legislation.
- f. **Climate Change Implications**
1. **Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**
No.
 2. **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.**
No.
- g. **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)?**
N/A

List attachments/exhibits below:

Summary Attachment A - Block 20 Alley Vacation Map

Summary Att A – Block 20 Alley Vacation Map
V1





Legislation Text

File #: CB 120146, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to the Beeson, Brecht, Chen, Crosson, Fresonke, Judd, Marsall, McElfresh (two properties), Metzler and De Llaguno, and Rasmussen properties in Skagit County, Washington, and the Ring Family Limited Partnership property in Snohomish County, all for salmonid habitat protection purposes; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purposes, and ratifying the grants of Deeds of Right to the State of Washington on the Beeson, Brecht, Chen, Fresonke, Judd, Marblemount LLC, McElfresh properties, and Rasmussen for salmon recovery and conservation purposes; placing said lands under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

WHEREAS, Ordinance 121114 authorized the General Manager and Chief Executive Officer of Seattle City Light, within and subject to appropriation authority and based on appraised market value, to negotiate for and purchase parcels of land in the Skagit River and the Tolt/Snoqualmie River watersheds in furtherance of The City of Seattle's Endangered Species Act Early Action Program for salmon habitat conservation, which was approved by Resolution 29905; and

WHEREAS, under authority of Ordinance 121114, the City Light Department ("City Light") acquired the Beeson, Brecht, Chen, Crosson, Fresonke, Judd, Marsall, McElfresh, Metzler and De Llaguno, and the Ring Family Limited Partnership properties in the Skagit River watershed; and

WHEREAS, City Light's purchase of the Brecht, Chen, Judd, Metzler and De Llaguno, and the Ring Family Limited Partnership properties in the Skagit River watershed were counted as match towards the Salmon Recovery Funding Board ("SRFB") Grants used for purchases under the Early Action Program in 2018, 2019, and 2020; and

WHEREAS, RCW 35.94.040 requires a public hearing before lands and property rights originally purchased by

a city for utility purposes can be conveyed; and

WHEREAS, the SRFB Grants to The City of Seattle require City Light to convey Deeds of Right to the State of Washington, which includes conditions for purposes of salmon recovery and conservation under which properties purchased with grant funds may be used or sold; however, the conditions contained in the Deeds of Right are consistent with the purpose of The City of Seattle's Early Action Program; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Statutory Warranty Deed executed by Lealand Lee Beeson on July 10, 2019, as Grantor, recorded under Skagit County Auditor's File Number 201907120079, a copy of which is included as Attachment 1, conveying approximately 0.43 acres located along Gilligan Creek to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on June 24, 2019, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 201907120080, a copy of which is included as Attachment 2, is hereby ratified in fulfillment of SRFB Grant, Project Number 16-1647A.

Section 2. The Statutory Warranty Deed executed by Carl J. Brecht on June 25, 2019, as Grantor, recorded under Skagit County Auditor's File Number 201907050074, a copy of which is included as Attachment 3, conveying approximately 23 acres located along the Skagit River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on December 31, 2019, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202001160090, a copy of which is included as Attachment 4, is hereby ratified in fulfillment of SRFB Grant, Project Number 16-1647A.

Section 3. The Statutory Warranty Deed executed by Timothy T.K. Chen and Theresa M. Chen, Trustees

of the Chen Living Trust on May 18, 2020, as Grantors, recorded under Skagit County Auditor's File Number 202005270030, a copy of which is included as Attachment 5, conveying approximately 5 acres located along the Skagit River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on June 19, 2020, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202009020076, a copy of which is included as Attachment 6, is hereby ratified in fulfillment of SRFB Grants, Project Number 16-1647A, Project Number 18-1502C, and Project Number 18-2117C.

Section 4. The Statutory Warranty Deed executed by Donald L. Crosson and Carol L. Crosson on November 22, 2019, as Grantors, recorded under Skagit County Auditor's File Number 201911260057, a copy of which is included as Attachment 7, conveying approximately 1.09 acres located on the Skagit River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department.

Section 5. The Statutory Warranty Deed executed by Henry J. Fresonke, Sharon M. Roberts, and Tami G. Baden on October 13, 2020, and Theresa Steele on October 12, 2020, as Grantors, recorded under Skagit County Auditor's File Number 202010140098, a copy of which is included as Attachment 8, conveying approximately 28 acres located along the Sauk River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on March 31, 2021, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202104090117, a copy of which is included as Attachment 9, is hereby ratified in fulfillment of SRFB Grant, Project Number 16-1647A.

Section 6. The Statutory Warranty Deed executed by Fredrick L. Judd and Terri L. Judd on December 13, 2019, as Grantor, recorded under Skagit County Auditor's File Number 201912200044, a copy of which is

included as Attachment 10, conveying approximately 4.3 acres located along Pressentin Creek to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on December 31, 2019, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202001160091, a copy of which is included as Attachment 11, is hereby ratified in fulfillment of SRFB Grant, Project Number 16-1647A.

Section 7. The Statutory Warranty Deed executed by Shawn R. Marsall and Jennifer A. Marsall on July 27, 2018, as Grantors, recorded under Skagit County Auditor's File Number 201807310117, a copy of which is included as Attachment 12, conveying approximately 0.5 acres located near the Skagit River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department.

Section 8. The Statutory Warranty Deed executed by Stephen D. McElfresh and Valerie Sue McElfresh on December 15, 2017, as Grantor, recorded under Skagit County Auditor's File Number 201801110039, a copy of which is included as Attachment 13, conveying approximately 5.5 acres located along the Suiattle River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on December 27, 2017, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 201801110040, a copy of which is included as Attachment 14, is hereby ratified in fulfillment of SRFB Grant, Project Number 16-1647A.

Section 9. The Statutory Warranty Deed executed by Stephen D. McElfresh and Valerie Sue McElfresh on April 5, 2019, as Grantor, recorded under Skagit County Auditor's File Number 201904290089, a copy of which is included as Attachment 15, conveying approximately 10.9 acres located along the Suiattle River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for

said property executed by the City Light Department on April 10, 2019, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 201904290090, a copy of which is included as Attachment 16, is hereby ratified in fulfillment of SRFB Grant, Project Number 16-1647A.

Section 10. The Statutory Warranty Deed executed by Stephen Metzler and Almudena De Llaguno on November 9, 2018, as Grantor, recorded under Skagit County Auditor's File Number 201811160098, a copy of which is included as Attachment 17, conveying approximately 61 acres located along the Skagit River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on March 31, 2021, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202104090119, a copy of which is included as Attachment 18, is hereby ratified in fulfillment of SRFB Grants, Project Numbers 16-1647A, 16-2804, 18-2617, and 20-1326.

Section 11. The Statutory Warranty Deed executed by Gene R. Rasmussen on February 28, 2020, as Grantor, recorded under Skagit County Auditor's File Number 202002280114, a copy of which is included as Attachment 19, conveying approximately 3.5 acres located along the Cascade River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department, and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on February 11, 2020, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202002280116, a copy of which is included as Attachment 20, is hereby ratified in fulfillment of SRFB Grant, Project Number 16-1647A.

Section 12. The Statutory Warranty Deed executed by Riley Fogarty, Vice President and Authorized Agent of Ring Family Limited Partnership, and Monica Zuckett, Treasurer and Authorized Agent of Ring Family Limited Partnership, on December 23, 2020, as Grantor, recorded under Snohomish County Auditor's File Number 202012310107, a copy of which is included as Attachment 21, conveying approximately 133 acres

located on the Sauk River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department.

Section 13. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 14. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2021, and signed by me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

- Attachment 1 - Statutory Warranty Deed for Beeson
- Attachment 2 - Deed of Right to Use Land for Salmon Recovery Purposes for Beeson
- Attachment 3 - Statutory Warranty Deed for Brecht
- Attachment 4 - Deed of Right to Use Land for Salmon Recovery Purposes for Brecht
- Attachment 5 - Statutory Warranty Deed for Chen
- Attachment 6 - Deed of Right to Use Land for Salmon Recovery Purposes for Chen
- Attachment 7 - Statutory Warranty Deed for Crosson
- Attachment 8 - Statutory Warranty Deed for Fresonke
- Attachment 9 - Deed of Right to Use Land for Salmon Recovery Purposes for Fresonke
- Attachment 10 - Statutory Warranty Deed for Judd
- Attachment 11 - Deed of Right to Use Land for Salmon Recovery Purposes for Judd
- Attachment 12 - Statutory Warranty Deed for Marsall
- Attachment 13 - Statutory Warranty Deed for McElfresh
- Attachment 14 - Deed of Right to Use Land for Salmon Recovery Purposes for McElfresh
- Attachment 15 - Statutory Warranty Deed for McElfresh
- Attachment 16 - Deed of Right to Use Land for Salmon Recovery Purposes for McElfresh
- Attachment 17 - Statutory Warranty Deed for Marblemount
- Attachment 18 - Deed of Right to Use Land for Salmon Recovery Purposes for Marblemount
- Attachment 19 - Statutory Warranty Deed for Rasmussen
- Attachment 20 - Deed of Right to Use Land for Salmon Recovery Purposes for Rasmussen
- Attachment 21 - Statutory Warranty Deed for Ring



201907120079

07/12/2019 01:21 PM Pages: 1 of 5 Fees: \$105.50
Skagit County Auditor

When recorded return to:

Seattle City Light
700 5th Ave Ste 3200 Rm 3338
PO Box 84023
Seattle WA 98104

STATUTORY WARRANTY DEED

THE GRANTOR(S) Leland Lee Beeson, PO Box 44, La Sal, UT 84530, GUARDIAN NORTHWEST TITLE CO.

for and in consideration of ten dollars and other valuable consideration

19-1353

in hand paid, conveys, and warrants to City of Seattle, a Municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:
SEC 35, TWN 35, RNG 5; Ptn NW NW

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may
appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B"
attached hereto

Tax Parcel Number(s): P40683 & 350535-0-011-0000

Dated:

7-10-19

Leland Lee Beeson 7-10-2019
Leland Lee Beeson

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2019 2886

JUL 12 2019

Amount Paid \$ 895.00

Skagit Co. Treasurer

By *man* Deputy

Statutory Warranty Deed
LPB 10-05

Order No.: 19-1353-KH

Page 1 of 5

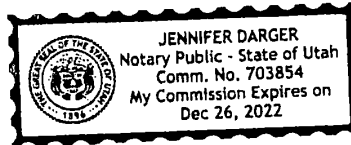
Att 1 – Statutory Warranty Deed for Beeson
V1

STATE OF ~~WASHINGTON~~ Utah
COUNTY OF ~~SKAGIT~~ Grand

I certify that I know or have satisfactory evidence that Leland Lee Beeson is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 10 day of July, 2019


Signature



Financial Service Rep
Title

My appointment expires: 12/26/22

Statutory Warranty Deed
LPB 10-05

Order No.: 19-1353-KH

Page 2 of 5

Att 1 – Statutory Warranty Deed for Beeson
V1

EXHIBIT A LEGAL DESCRIPTION

Property Address: 28023 West Gilligan Creek Road, Sedro-Woolley, WA 98284
Tax Parcel Number(s): P40683 & 350535-0-011-0000

Property Description:

PARCEL "A":

That portion of the Northwest ¼ of the Northwest ¼ of Section 35, Township 35 North, Range 5 East, W.M., lying North of the South Skagit Highway No. 360 (formerly the Puget Sound & Cascade Railway Company right-of-way) as said road existed on October 5, 1961 and the West of Gilligan Creek and Easterly of the Gilligan County Road, also known as the Joe Johnson County Road No. 284, as said road existed on October 5, 1961;

EXCEPT that portion thereof lying within the boundaries of that certain tract conveyed to the State of Washington, Department of Game, by Deed dated December 30, 1953, and recorded January 27, 1954, under Auditor's File No. 497575, and described therein as follows:

Beginning at the Northwest corner of said Section 35; thence North 88 degrees 42'27" East, a distance of 456.45 feet to the approximate centerline of Gilligan Creek; thence South 8 degrees 29'19" East, a distance of 211.32 feet, following generally the thread of said creek; thence South 68 degrees 30'12" West, a distance of 70.44 feet; thence North 64 degrees 33'36" West, a distance of 338.27 feet; thence South 30 degrees 42' West, a distance of 65.00 feet; thence North 59 degrees 18' West, a distance of 95.00 feet; thence North 1 degree 13'06" West, a distance of 86.59 feet to the point of beginning;

ALSO EXCEPT that portion conveyed to Skagit County for road purposes by Deed dated August 25, 1970 and recorded August 26, 1970 under Auditor's File No. 742816;

ALSO EXCEPT that portion thereof described as follows:

Beginning at the Northwest corner of said subdivision; thence South 0 degrees 09'47" West, along the West line of said Section, a distance of 86.59 feet; thence South 57 degrees 55'08" East, a distance of 95.00 feet to the true point of beginning of this description; thence South 57 degrees 55'08" East, a distance of 47.80 feet; thence North 77 degrees 18'51" East, a distance of 108.68 feet; thence North 63 degrees 11'28" West, a distance of 125.50 feet; thence South 32 degrees 04'08" West, a distance of 65.00 feet to the true point of beginning;

AND ALSO EXCEPT that portion thereof described as follows:

Beginning at the Northwest corner of said subdivision; thence South 0 degrees 09'47" West along the West line of said Section, a distance of 86.59 feet; thence South 57 degrees 55'08" East, a distance of 95.00 feet; thence North 32 degrees 04'08" East, a distance of 65.00 feet; thence South 63 degrees 11'28" East, a distance of 125.50 feet to the point of beginning of this description; thence South 63 degrees 11'28" East, a distance of 212.77 feet; thence North 20 degrees 07'40" West, a distance of 15.00 feet; thence North 47 degrees 09'51" West, a distance of 146.12 feet; thence South 77 degrees 18'51" West, a distance of 79.53 feet to the point of beginning.

PARCEL "B":

Statutory Warranty Deed
LPB 10-05

Order No.: 19-1353-KH

Page 3 of 5

Att 1 – Statutory Warranty Deed for Beeson
V1

That portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at the Northwest corner of said Section 35; thence South 009'47" West, along the West line of said Section, a distance of 86.59 feet; thence South 57 degrees 55'08" East, a distance of 95.00 feet; thence North 32 degrees 04'08" East, a distance of 65.00 feet; thence South 63 degrees 11'28" East, a distance of 125.50 feet to the point of beginning of this description; thence South 63 degrees 11'28" East, a distance of 212.77 feet; thence North 20 degrees 07'40" West, a distance of 15.00 feet; thence North 47 degrees 09'51" West, a distance of 146.12 feet; thence South 77 degrees 18'51" West, a distance of 79.53 feet to the point of beginning;

(Also known as Tract A of survey recorded under Auditor's File No. 894249, in Volume 2 of Surveys, page 137, records of Skagit County, Washington.)

Statutory Warranty Deed
LPB 10-05

Order No.: 19-1353-KH

Page 4 of 5

Att 1 – Statutory Warranty Deed for Beeson
V1

EXHIBIT B

19-1353-KH

1. Easement, affecting a portion of subject property for the purpose of To construct, maintain and operate transmission lines for transmitting electric power including terms and provisions thereof granted to Skagit Improvement Co., a corporation recorded July 29, 1912 as Auditor's File No. 92306, in Volume 90 of Deeds, page 105

2. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded January 5, 1979 as Auditor's File No. 894249.

The company calls attention to provisions contained in Washington Uniform Common Interest Ownership Act, Senate Bill 6175 providing that Plats recorded after July 1, 2018, and older Plats that have opted in, that meet the requirements under Senate Bill 6175 will require delivery to the Proposed Purchaser of either a "Public Offering Statement" or "Resale Certificate".

Statutory Warranty Deed
LPB 10-05

Order No.: 19-1353-KH

Page 5 of 5



201907120080

07/12/2019 01:21 PM Pages: 1 of 8 Fees: \$108.50
Skagit County Auditor

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Marc Dubioski

GUARDIAN NORTHWEST TITLE CO.

14-1353

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION
OFFICE, including any successor agencies.

Abbreviated
Legal

Description: Section 35, Township 35, Range 5; Ptn. NW NW

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's
Property Tax
Parcel Number: P 40683, Skagit County



Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery



purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW



Att 2 – Deed of Right to Use Land for Salmon Recovery Purposes for Beeson
V1

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: Lynn Best

Name: Lynn Best

Title: Chief Environmental Officer, Environment, Land, and Licensing Division

Dated this 24 day of June, 2019

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Lynn Best is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledge it as the Environmental Affairs and Real Estate Division Director for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

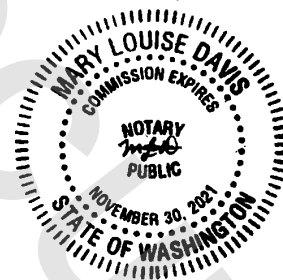
Dated: June 24th 2019

Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,
residing in Edmonds, WA.

My commission expires November 30, 2021



Att 2 – Deed of Right to Use Land for Salmon Recovery Purposes for Beeson
V1

GRANTEE:

STATE OF WASHINGTON, acting by and through THE SALMON
RECOVERY FUNDING BOARD, administered by the RECREATION AND
CONSERVATION OFFICE

By: Kaleen Cottingham

Name: Kaleen Cottingham

Title: Director

Dated this 12th day of June, 2019

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that Kaleen Cottingham is
the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledge it as the Director for the Recreation and
Conservation Office and to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.

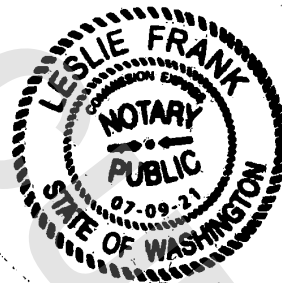
Dated: June 12, 2019

Signed: Leslie Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-21



166

EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is

That portion of the Northwest ¼ of the Northwest ¼ of Section 35, Township 35 North, Range 5 East, W.M., described as follows:

PARCEL "A":

That portion of the Northwest 1/4 of the Northwest ¼ of Section 35, Township 35 North, Range 5 East, W.M., lying North of the South Skagit Highway No. 360 (formerly the Puget Sound & Cascade Railway Company right-of-way) as said road existed on October 5, 1961 and the West of Gilligan Creek and Easterly of the Gilligan County Road, also known as the Joe Johnson County Road No. 284, as said road existed on October 5, 1961;

EXCEPT that portion thereof lying within the boundaries of that certain tract conveyed to the State of Washington, Department of Game, by Deed dated December 30, 1953, and recorded January 27, 1954, under Auditor's File No. 497575, and described therein as follows:

Beginning at the Northwest corner of said Section 35; thence North 88 degrees 42'27" East, a distance of 456.45 feet to the approximate centerline of Gilligan Creek; thence South 8 degrees 29'19" East, a distance of 211.32 feet, following generally the thread of said creek; thence South 68 degrees 30'12" West, a distance of 70.44 feet; thence North 64 degrees 33'36" West, a distance of 338.27 feet; thence South 30 degrees 42' West, a distance of 65.00 feet; thence North 59 degrees 18' West, a distance of 95.00 feet; thence North 1 degree 13'06" West, a distance of 86.59 feet to the point of beginning;

ALSO EXCEPT that portion conveyed to Skagit County for road purposes by Deed dated August 25, 1970 and recorded August 26, 1970 under Auditor's File No. 742816;

ALSO EXCEPT that portion thereof described as follows:

Beginning at the Northwest corner of said subdivision; thence South 0 degrees 09'47" West, along the West line of said Section, a distance of 86.59 feet; thence South 57 degrees 55'08" East, a distance of 95.00 feet to the true point of beginning of this description; thence South 57 degrees 55'08" East, a distance of 47.80 feet; thence North 77 degrees 18'51" East, a distance of 108.68 feet; thence North 63 degrees 11'28" West, a distance of 125.50 feet; thence South 32 degrees 04'08" West, a distance of



Att 2 – Deed of Right to Use Land for Salmon Recovery Purposes for Beeson
V1

65.00 feet to the true point of beginning;

AND ALSO EXCEPT that portion thereof described as follows:

Beginning at the Northwest corner of said subdivision; thence South 0 degrees 09'47" West along the West line of said Section, a distance of 86.59 feet; thence South 57 degrees 55'08" East, a distance of 95.00 feet; thence North 32 degrees 04'08" East, a distance of 65.00 feet; thence South 63 degrees 11'28" East, a distance of 125.50 feet to the point of beginning of this description; thence South 63 degrees 11'28" East, a distance of 212.77 feet; thence North 20 degrees 07'40" West, a distance of 15.00 feet; thence North 47 degrees 09'51" West, a distance of 146.12 feet; thence South 77 degrees 18'51" West, a distance of 79.53 feet to the point of beginning.

PARCEL "B":

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 35, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at the Northwest corner of said Section 35; thence South 009'47" West, along the West line of said Section, a distance of 86.59 feet; thence South 57 degrees 55'08" East, a distance of 95.00 feet; thence North 32 degrees 04'08" East, a distance of 65.00 feet; thence South 63 degrees 11'28" East, a distance of 125.50 feet to the point of beginning of this description; thence South 63 degrees 11'28" East, a distance of 212.77 feet; thence North 20 degrees 07'40" West, a distance of 15.00 feet; thence North 47 degrees 09'51" West, a distance of 146.12 feet; thence South 77 degrees 18'51" West, a distance of 79.53 feet to the point of beginning;

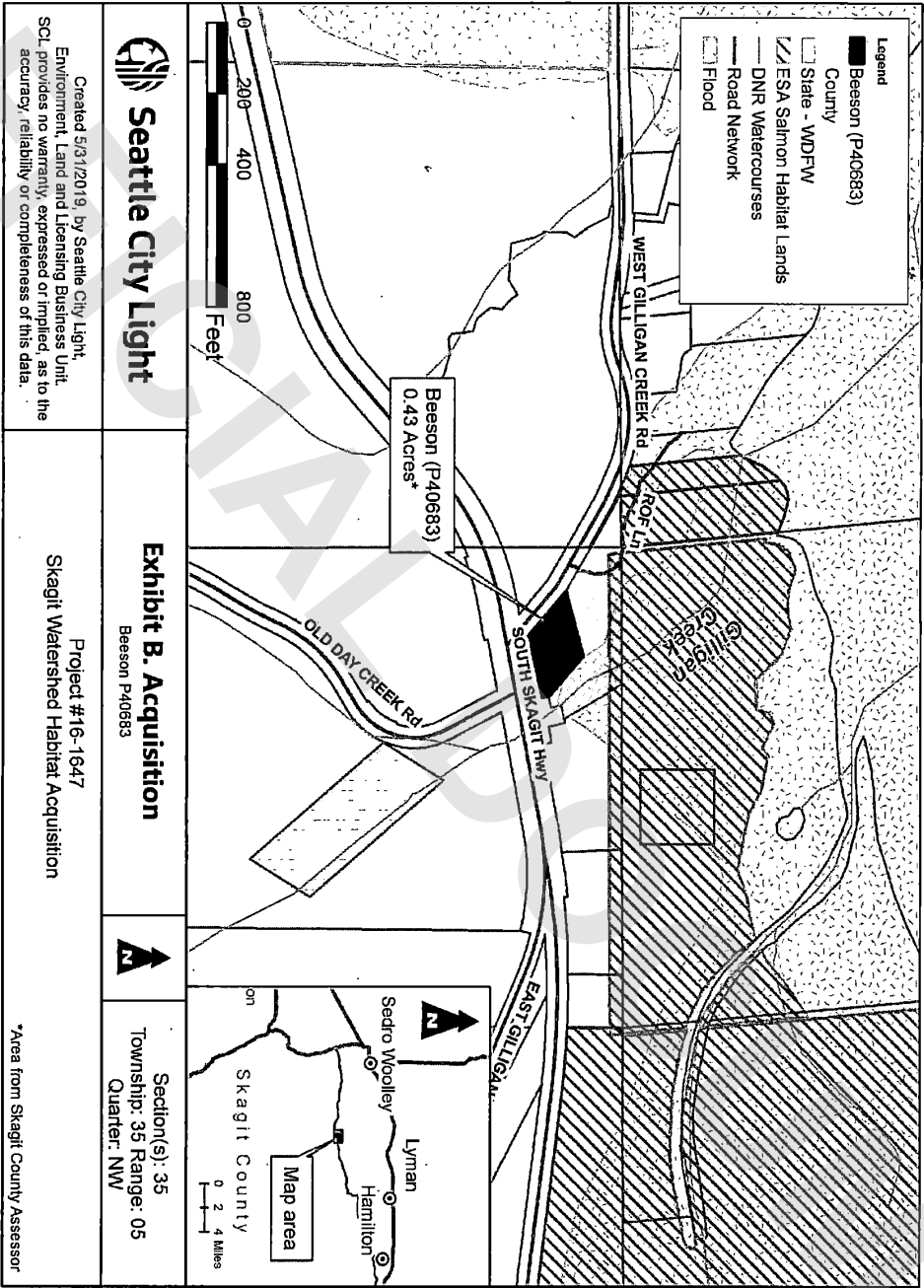
(Also known as Tract A of survey recorded under Auditor's File No. 894249, in Volume 2 of Surveys, page 137, records of Skagit County, Washington.)



Att 2 – Deed of Right to Use Land for Salmon Recovery Purposes for Beeson
V1

KL

Page 8 of 8





201907050074

07/05/2019 01:42 PM Pages: 1 of 4 Fees: \$104.50
Skagit County-Auditor

When recorded return to:

City of Seattle
700 5th Avenue, Ste 3200 Room 3338
Seattle, WA 98104

STATUTORY WARRANTY DEED

THE GRANTOR(S) Carl J. Brecht, 2118 143rd Pl SE, Mill Creek, WA 98012, **GUARDIAN NORTHWEST TITLE CO.**

for and in consideration of **ten dollars and other valuable consideration**

19-1683

in hand paid, conveys, and warrants to City of Seattle, a Municipal Corporation

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1: Sec 15, Twn 35 N, Rng 8 E; Ptn Gov't Lot 7

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P43919 & 350815-0-007-0007

Dated: 6-25-19

Carl J. Brecht
Carl J. Brecht

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2019 2774
JUL 05 2019

Amount Paid \$ 5701.00
Skagit Co. Treasurer
By nam Deputy

Statutory Warranty Deed
LPB 10-05

Order No.: 19-1683-KH

Page 1 of 4

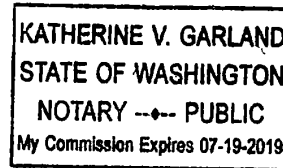
STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Carl J. Brecht is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 25th day of July, 2019

Katherine V. Garland
Signature

Notary Public
Title



My appointment expires: **07/19/2019**

EXHIBIT A
LEGAL DESCRIPTION

Property Address: 45389 Concrete Sauk Valley Road, Concrete, WA 98237
Tax Parcel Number(s): P43919 & 350815-0-007-0007

Property Description:

That portion of Government Lot 7 and of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, if any, in Section 15, Township 35 North, Range 8 East, W.M., lying Northerly of the County road known as the South Skagit Highway and as the Sauk Valley Road, except roads and except the following described tract:

Commencing at a point where the West boundary of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ or Lot 7, intersects the North boundary of County road (South Skagit Highway), the true point of beginning, within Section 15, Township 35 North, Range 8 East, W.M.; thence in an Easterly direction along said North boundary of said County road a distance of 175 feet; thence due North to the South Bank of Skagit River; thence in a general Southwesterly direction along said South Bank of Skagit River to intersection with West boundary of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ or Lot 7 of said Section 15, Township 35 North, Range 8 East, W.M.; thence South to the point of beginning. Also known as Parcel C, survey recorded November 29, 1974, under Auditor's File No. 810620.

EXHIBIT B
19-1683-KH

1. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Skagit River, or its banks, or which may result from such change in the future.

2. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Survey
Recorded: November 29, 1974
Auditor's No.: 810620

3. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Raymond E. Arnold and Maxine P. Arnold
Dated: October 14, 1991
Recorded: October 23, 1991
Auditor's No. 9110230037
Purpose: To discharge water
Area Affected: Exact location undisclosed

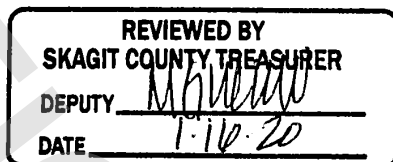
- Att 4 – Deed of Right to Use Land for Salmon Recovery Purposes for Brecht V1



202001160090

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Marc Dubioski

01/16/2020 03:31 PM Pages: 1 of 7 Fees: \$109.50
Skagit County Auditor



GUARDIAN NORTHWEST TITLE CC.
DEED OF RIGHT TO USE LAND FOR 19-1683
SALMON RECOVERY PURPOSES

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE, including any successor agencies.

Abbreviated
Legal

Description: Section 15, Township 35 North, Range 8 East; Ptn. Gov't Lot 7

More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Number: P 43919, Skagit County

This document supersedes and replaces Skagit County Auditor's File No. 201907050075

Reference Numbers of Documents Assigned or Released: None.



Att 4 – Deed of Right to Use Land for Salmon Recovery Purposes for Brecht
V1

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017 and Skagit Watershed Habitat Acquisition II, Project Number 18-1502C signed by the Grantor on the 2nd day of January, 2019 and by the Grantee on the 5th day of February, 2019 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the



- Att 4 – Deed of Right to Use Land for Salmon Recovery Purposes for Brecht V1

creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.


REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW



- Att 4 – Deed of Right to Use Land for Salmon Recovery Purposes for Brecht V1

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: 

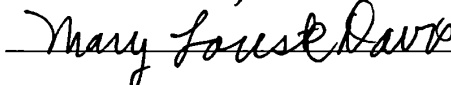
Name: Lynn Best

Title: Chief Environmental Officer, Environment, Land, and Licensing Division

Dated this 31 day of December 2019

STATE OF WASHINGTON)
) ss
 COUNTY OF KING)

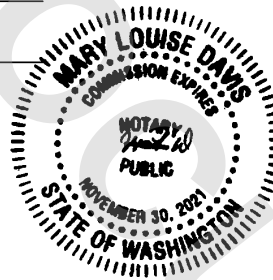
I certify that I know or have satisfactory evidence that Lynn Best is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledge it as the Environmental Affairs and Real Estate Division Director for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 31, 2019Signed: 

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,
 residing in Edmonds, WA.

My commission expires November 30, 2021



A small square box containing the handwritten initials "SLC".

- Att 4 – Deed of Right to Use Land for Salmon Recovery Purposes for Brecht V1

GRANTEE:

STATE OF WASHINGTON, acting by and through THE SALMON
RECOVERY FUNDING BOARD, administered by the RECREATION AND
CONSERVATION OFFICE

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 24th day of December, 2019

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

I certify that I know or have satisfactory evidence that Scott T. Robinson is
the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledge it as the Deputy Director for the Recreation and
Conservation Office and to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.

Dated: 12/24/19

Signed: Kathleen M. Barkis

Notary Public in and for the State of Washington,

residing in Leavenworth, WA

My commission expires 12-1-22



SK

Att 4 – Deed of Right to Use Land for Salmon Recovery Purposes for Brecht
V1

EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

That portion of Government Lot 7 and of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, if any, in Section 15, Township 35 North, Range 8 East, W.M., lying Northerly of the County road known as the South Skagit Highway and as the Sauk Valley Road, except roads and except the following described tract:

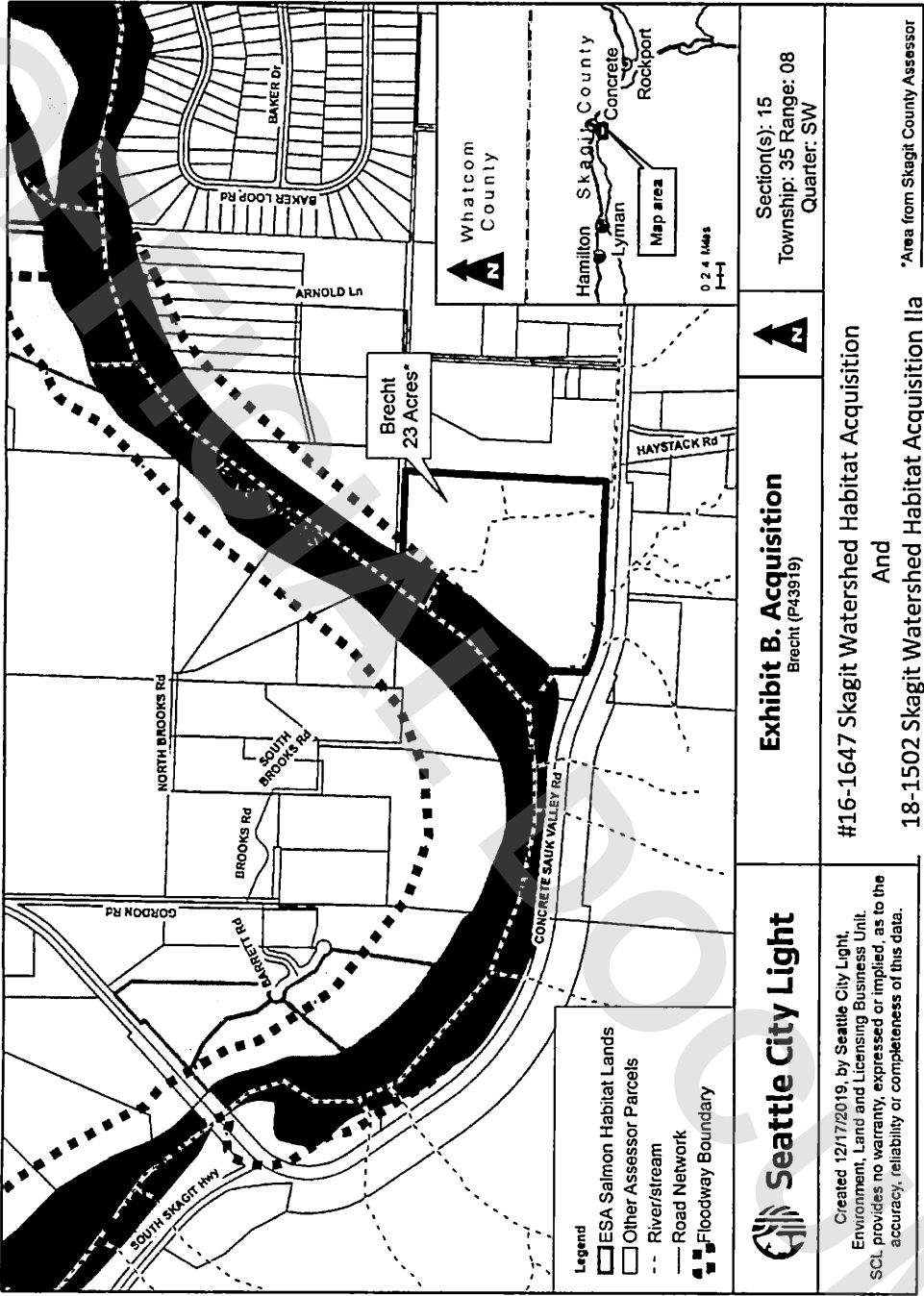
Commencing at a point where the West boundary of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ or Lot 7, intersects the North boundary of County road (South Skagit Highway), the true point of beginning, within Section 15, Township 35 North,

Range 8 East, W.M.; thence in an Easterly direction along said North

boundary of said County road a distance of 175 feet; thence due North to the South Bank of Skagit River; thence in a general Southwesterly direction along said South Bank of Skagit River to intersection with West boundary of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ or Lot 7 of said Section 15, Township 35 North, Range 8 East, W.M.; thence South to the point of beginning. Also known as Parcel C, survey recorded November 29, 1974, under Auditor's File No. 810620.



- Att 4 – Deed of Right to Use Land for Salmon Recovery Purposes for Brecht V1



STR

COPY RECEIVED

2020 JUN 24 PM 10:03

SEATTLE CITY ATTORNEY

When recorded return to:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

The City of Seattle
PO Box 34023
Seattle, WA 98104

Affidavit No. 2020-1809
May 27 2020
Amount Paid \$2085.00
Skagit County Treasurer
By Marissa Guerrero Deputy

STATUTORY WARRANTY DEED

GNW 19-3939

THE GRANTOR(S) Timothy T. K. Chen and Theresa M. Chen, Trustees of the Chen Living Trust dated July 3, 2015, 129 Pendleton Way, No. 128, Washougal, WA 98671,

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:

Ptn. Gov. Lot 2, Section 28 & Ptn. Gov. Lot 2, Section 29, all in Township 35 North, Range 9 (aka Lot 1, SP 525-83)

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P44878.

Dated: May 18, 2020

Chen Living Trust

By: Timothy T.K. Chen

Timothy T.K. Chen, Trustee

By: Theresa M. Chen

Theresa M. Chen, Trustee

Statutory Warranty Deed
LPB 10-05

Order No.: 19-3939-KH

Page 1 of 4

STATE OF WASHINGTON
COUNTY OF SKAGIT *Clark*

I certify that I know or have satisfactory evidence that Timothy T.K. Chen and Theresa M. Chen, Trustees of Chen Living Trust is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: *18th* day of May, 2020

Signature

Title

My appointment expires:

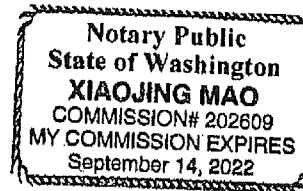


EXHIBIT A
LEGAL DESCRIPTION

Property Address: 50050 Concrete Sauk Valley Road, Concrete, WA 98237
Tax Parcel Number(s): P44878

Property Description:

Lot 1 of Skagit County Short Plat No. 525-83, entitled "Bullard Park", approved April 6, 1983, and recorded April 22, 1983, in Volume 6 of Short Plats, page 57, under Auditor's File No. 8304220002, records of Skagit County, Washington; being a portion of Government Lot 2, Section 28, and the East Half of Government Lot 2, Section 29, all in Township 35 North, Range 9 East of the Wilamette Meridian.

Situated in Skagit County, Washington.

EXHIBIT B

19-3939-KH

1. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Short Plat No. 525-83, "Bullard Park" recorded April 22, 1983 as Auditor's File No. 8304220002.

The company calls attention to provisions contained in Washington Uniform Common Interest Ownership Act, Senate Bill 6175 providing that Plats recorded after July 1, 2018, and older Plats that have opted in, that meet the requirements under Senate Bill 6175 will require delivery to the Proposed Purchaser of either a "Public Offering Statement" or "Resale Certificate".

2. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Skagit River, or its banks, or which may result from such change in the future.

3. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

4. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Skagit River.

Att 6 – Deed of Right to Use Land for Salmon Recovery Purposes for Chen
V1

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Marc Dubioski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Marissa Guerrero
DATE 09/02/2020

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

GNW 19-3939

Grantor: City of Seattle acting by and through Seattle City Light Department

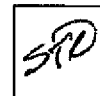
Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION
OFFICE, including any successor agencies.

Abbreviated
Legal

Description: Lot 1, Skagit County Short Plat No. 525-83

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's
Property Tax
Parcel Number: P 44878, Skagit County



Att 6 – Deed of Right to Use Land for Salmon Recovery Purposes for Chen
VI

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017, Skagit Watershed Habitat Acquisition II(a), Project Number 18-1502C signed by the Grantor on the 2nd day of January, 2019 and by the Grantee on the 5th day of February, 2019 and Skagit Watershed Habitat Acquisition II(b), Project Number 18-2617C signed by the Grantor on the 10th day of January, 2019 and by the Grantee on the 28th day of January, 2019 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that



Att 6 – Deed of Right to Use Land for Salmon Recovery Purposes for Chen
VI

is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

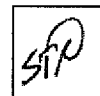
Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.



GRANTOR:

By: Tom DiBoni

Dated this 21st day of August, 2020

[illegible]

I certify that I know or have satisfactory evidence that Tom DeBoer is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Environmental Affairs and Real Estate Division Chief Environmental Officer for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/21/2020

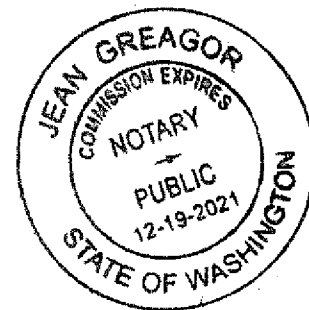
Signed: _____

Printed Name: Jean Gregor

Notary Public in and for the State of Washington,

residing in Shoreline, WA.

My commission expires 12-19-2021



STN

Att 6 – Deed of Right to Use Land for Salmon Recovery Purposes for Chen
VI

GRANTEE:

STATE OF WASHINGTON, acting by and through THE SALMON
RECOVERY FUNDING BOARD, administered by the RECREATION AND
CONSERVATION OFFICE

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 8TH day of July, 2020

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that Scott T. Robinson is
the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledge it as the Deputy Director for the Recreation and
Conservation Office and to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.

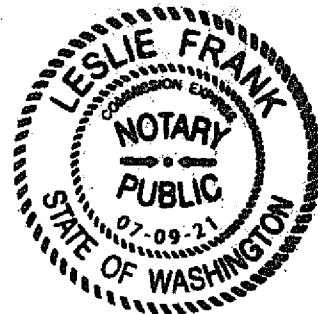
Dated: July 8, 2020

Signed: Leslie Frank

Notary Public in and for the State of Washington,

residing in Thurston County.

My commission expires 7-9-21.



5/10

Att 6 – Deed of Right to Use Land for Salmon Recovery Purposes for Chen
V1

EXHIBIT A

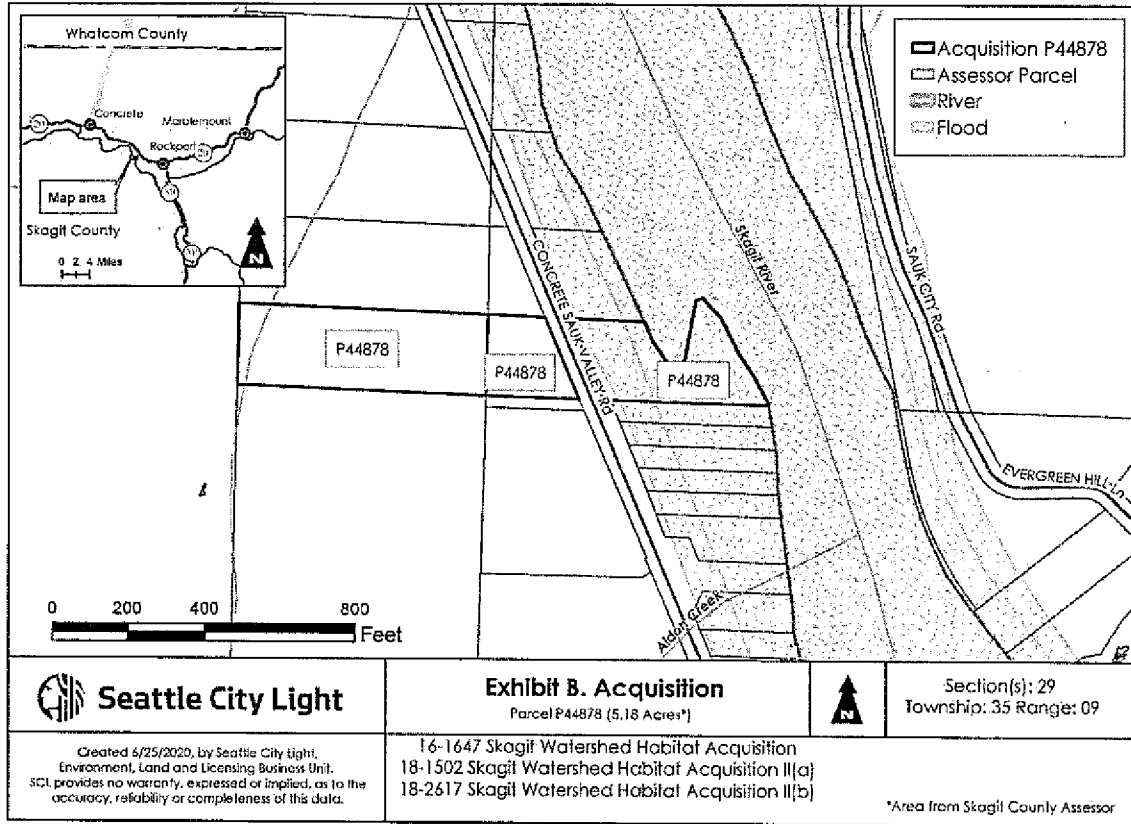
Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Lot 1 of Skagit County Short Plat No. 525-83, entitled "Bullard Park", approved April 6, 1983, and recorded April 22, 1983, in Volume 6 of Short Plats, page 57, under Auditor's File No. 8304220002, records of Skagit County, Washington; being a portion of Government Lot 2, Section 28, and the East Half of Government Lot 2, Section 29, all in Township 35 North, Range 9 East of the Wilamette Meridian.



Att 6 – Deed of Right to Use Land for Salmon Recovery Purposes for Chen
V1



510



201911260057

11/26/2019 10:51 AM Pages: 1 of 4 Fees: \$106.50
Skagit County Auditor

When recorded return to:

City of Seattle

P.O. Box 34023

Seattle, WA 98124

Seattle City Light Real Estate Services
Attn: Mary Davis
SMT Room 3338

STATUTORY WARRANTY DEED

THE GRANTOR(S) Donald L. Crosson and Carol L. Crosson, a married couple, PO Box 101, Tokeland, WA 98590,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a Municipal Corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1: Lots 1 and 2, Skagit Steelhead Tracts

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P69512 & 4012-000-002-0006 & P69511 & 4012-000-001-0007

Dated: 11-22-19

Donald L. Crosson
Donald L. Crosson

Carol L. Crosson
Carol L. Crosson

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2019-5159
NOV 26 2019

Amount Paid \$ 2408.00
Skagit Co. Treasurer
By *man* Deputy

Statutory Warranty Deed
LPB 10-05

Order No.: 19-2107-KH

Page 1 of 4

Att 7 – Statutory Warranty Deed for Crosson
V1

STATE OF WASHINGTON
COUNTY OF ~~SKAGIT~~ Greys Harbor

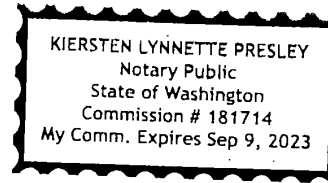
I certify that I know or have satisfactory evidence that Donald L. Crosson and Carol L. Crosson is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 22nd November
day of ~~December~~, 2019

[Signature]
Signature

Branch Asst. Manager
Title

My appointment expires: 09/09/2023



Statutory Warranty Deed
LPB 10-05

Order No.: 19-2107-KH

Page 2 of 4

Att 7 – Statutory Warranty Deed for Crosson
V1

EXHIBIT A
LEGAL DESCRIPTION

Property Address: 50075 Concrete Sauk Valley Road, Concrete, WA 98237
Tax Parcel Number(s): P69512 & 4012-000-002-0006 & P69511 & 4012-000-001-0007

Property Description:

Lots 1 and 2, "The Plat of Skagit Steelhead Tracts", as per Plat recorded in Volume 8 of Plats, Page 10, records of Skagit County, Washington.

Statutory Warranty Deed
LPB 10-05

Order No.: 19-2107-KH

Page 3 of 4

EXHIBIT B

19-2107-KH

1. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: Skagit River

2. Terms, provisions and reservations under the Submerged Land Act (43 USCA 1301 through 1311) and the rights of the United States of America to regulate commerce, navigation, flood control, fishing and production of power.

3. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of Skagit River.

4. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Skagit Steelhead Tracts recorded October 11, 1960 as Auditor's File No. 599653.

5. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded September 2, 1994 as Auditor's File No. 9409020027.

6. Regulatory notice/agreement regarding Protected Critical Area Site Plan that may include covenants, conditions and restrictions affecting the subject property, recorded May 29, 2003 as Auditor's File No. 200305290083 .

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice. Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

7. Regulatory notice/agreement regarding Special Flood Hazard Zone that may include covenants, conditions and restrictions affecting the subject property, recorded July 3, 2003 as Auditor's File No. 200307030116 .

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice. Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

Statutory Warranty Deed
LPB 10-05

Order No.: 19-2107-KH

Page 4 of 4

When recorded return to:

City of Seattle
Attn: Karlee Gaskill Room SMT3338
700 – 5th Ave Ste 3200 PO Box 34023
Seattle, WA 98124-4023

STATUTORY WARRANTY DEED GNW 19-3229

THE GRANTOR(S) Henry J. Fresonke, as his separate estate as to Parcels "A" and "B" and in Henry J. Fresonke, Sharon M. Roberts, Theresa Steele, and Tami G. Baden, each as their separate estate as to Parcel "C", 7625 79th Ave SE, Snohomish, WA 98290,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

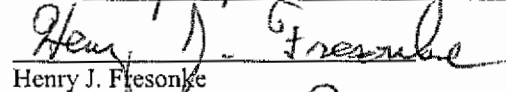
FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

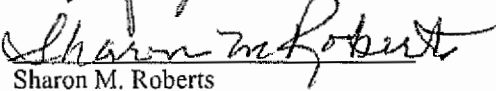
Abbreviated legal description: Property 1:
Portions of the SW 1/4 of Sec. 5, Twp. 33 N., R. 10 E., W.M.

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

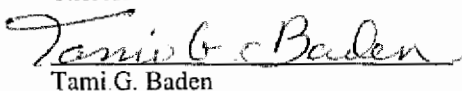
Tax Parcel Number(s): P18618, P18630 and P18622

Dated: 10/13/2020


Henry J. Fresonke


Sharon M. Roberts

Theresa Steele


Tami G. Baden

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 2020-4213

Oct 14 2020

Amount Paid \$485.00
Skagit County Treasurer
By Bridget Ibarra Deputy

Statutory Warranty Deed
LPB 10-05

Order No.: 19-3229-KH

Page 1 of 5

Page 1 of 7

STATE OF WASHINGTON
COUNTY OF SKAGIT

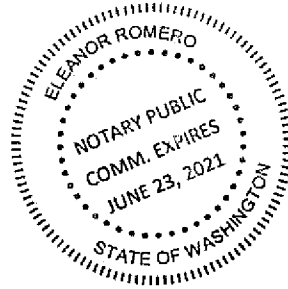
I certify that I know or have satisfactory evidence that Henry J. Fresonke, Sharon M. Roberts, ~~Theresa Steele~~ and Tami G. Baden is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 13th day of October, 2020

Eleanor Romero
Signature

Notary
Title

My appointment expires: 6/23/2021



When recorded return to:

City of Seattle
Attn: Karlee Gaskill Room SMT3338
700 – 5th Ave Ste 3200 PO Box 34023
Seattle, WA 98124-4023

STATUTORY WARRANTY DEED

THE GRANTOR(S) Henry J. Fresonke, as his separate estate as to Parcels "A" and "B" and in Henry J. Fresonke, Sharon M. Roberts, Theresa Steele, and Tami G. Baden, each as their separate estate as to Parcel "C", 7625 79th Ave SE, Snohomish, WA 98290,

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:
Portions of the SW 1/4 of Sec. 5, Twp. 33 N., R. 10 E., W.M.

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P18618, P18630 and P18622

Dated: 10/12/2020

Henry J. Fresonke

Sharon M. Roberts

Theresa Steele
Theresa Steele

Tami G. Baden

STATE OF ~~WASHINGTON~~ *Montana Ek*
COUNTY OF ~~SKAGIT~~ *Flathead Ek*

I certify that I know or have satisfactory evidence that Henry J. Fresonke, Sharon M. Roberts, Theresa Steele and Tami G. Baden is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

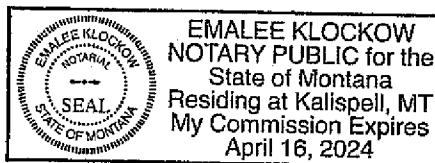
Dated: *12th* day of October, 2020 by *Theresa Steele (only)*

Emalee Klockow

Signature

Notary Public

Title



My appointment expires: *April 16th, 2024*

EXHIBIT A
LEGAL DESCRIPTION

Property Address: State Route 530, Concrete, WA 98237
Tax Parcel Number(s): P18618, P18630 and P18622

Property Description:

Parcel "A":

The South 1/2 of the South 1/2 of Government Lot 6 of Section 5, Township 33 North, Range 10 East, W.M.

Parcel "B":

The South 1/2 of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 33 North, Range 10 East, W.M. EXCEPT that portion thereof conveyed to Skagit County for road purposes by deed recorded March 13, 1958 as Auditor's File No. 562806.

Parcel "C":

The North 326 feet of Government Lot 7 of Section 5, Township 33 North, Range 10 East, W.M.

EXHIBIT B
19-3229-KH

1. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Sauk River, or its banks, or which may result from such change in the future.
2. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)
3. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded 04/29/2008 as Auditor's File No. 200804290139. Said Survey is of SR 530.
4. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded 07/06/1977 as Auditor's File No. 859895.
5. Easement, affecting a portion of subject property for the purpose of ingress and egress including terms and provisions thereof granted to Philip W. Depree et al recorded 04/19/1978 as Auditor's File No. 877839. Affects: Parcels "A" and "B".
6. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Short Plat No. 91-77 recorded 01/11/1978 as Auditor's File No. 871787. Affects the North line of Parcels "A" and "B".
7. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded 11/07/1977 as Auditor's File No. 868169. Affects: Parcel "C".
8. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded 04/17/1998 as Auditor's File No. 9804170060. Affects: North line of Parcels "A" and "B".
9. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded 10/21/2004 as Auditor's File No. 200410210079. Affects: North line of Parcels "A" and "B".
10. Easement, affecting a portion of subject property for the purpose of right-of-way including terms and provisions thereof granted to the Sound Timber Company recorded 02/24/1928 as Auditor's File No. 210849. Said Easement was a recording of a Judgment entered in Skagit County Cause No. 12631.
11. Easement and provisions contained therein, affecting a portion of subject property, as created or disclosed by

Statutory Warranty Deed
LPB 10-05

Order No.: 19-3229-KH

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Page 4 of 5

instrument for the purpose of access and utilities, in favor of undisclosed, recorded 03/02/1982 as Auditor's File No. 8203020021. Affects: Parcel "C".

Att 9 – Deed of Right to Use Land for Salmon Recovery Purposes for Fresonke
VI

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Marc Dubioski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 04/09/2021

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

GNW 19-3229

Grantor: City of Seattle acting by and through Seattle City Light Department

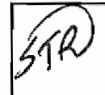
Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION
OFFICE, including any successor agencies.

Abbreviated
Legal

Description: Portions of the SW ¼ of Section 5, Township 33 North, Range 10 East,
WM

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's
Property Tax
Parcel Number: P 18618, 18630, and 18622, Skagit County



Att 9 – Deed of Right to Use Land for Salmon Recovery Purposes for Fresonke
VI

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery



Att 9 – Deed of Right to Use Land for Salmon Recovery Purposes for Fresonke
VI

purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

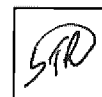
For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES
FOLLOW



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: Tam D. Bon

Name: Tom DeBoer

Title: Chief Environmental Officer, Environment, Land, and Licensing Business Unit

Dated this 31 day of March, 2021

[illegible]

I certify that I know or have satisfactory evidence that Tom DeBoer is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Chief Environmental Officer, Environment, Land, and Licensing Business Unit, Seattle City Light for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/3/2021

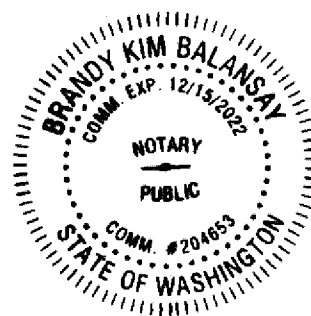
Signed: 

Printed Name: Brandy Kim Balansay

Notary Public in and for the State of Washington,

residing in Seattle, WA.

My commission expires 12/15/2022



512

Att 9 – Deed of Right to Use Land for Salmon Recovery Purposes for Fresonke
VI

GRANTEE:

STATE OF WASHINGTON, acting by and through THE SALMON
RECOVERY FUNDING BOARD, administered by the RECREATION AND
CONSERVATION OFFICE

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 18th day of March, 2021

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that Scott T. Robinson is
the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledge it as the Deputy Director for the Recreation and
Conservation Office and to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.

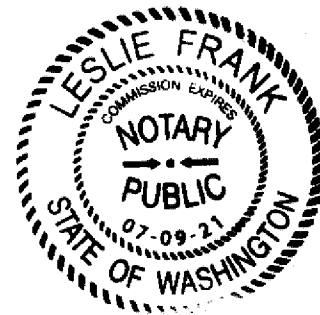
Dated: March 18, 2021

Signed: Leslie Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-21



SR

Att 9 – Deed of Right to Use Land for Salmon Recovery Purposes for Fresonke
VI

EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Parcel "A":

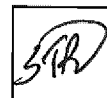
The South 1/2 of the South 1/2 of Government Lot 6 of Section 5, Township 33 North, Range 10 East, W.M.

Parcel "B":

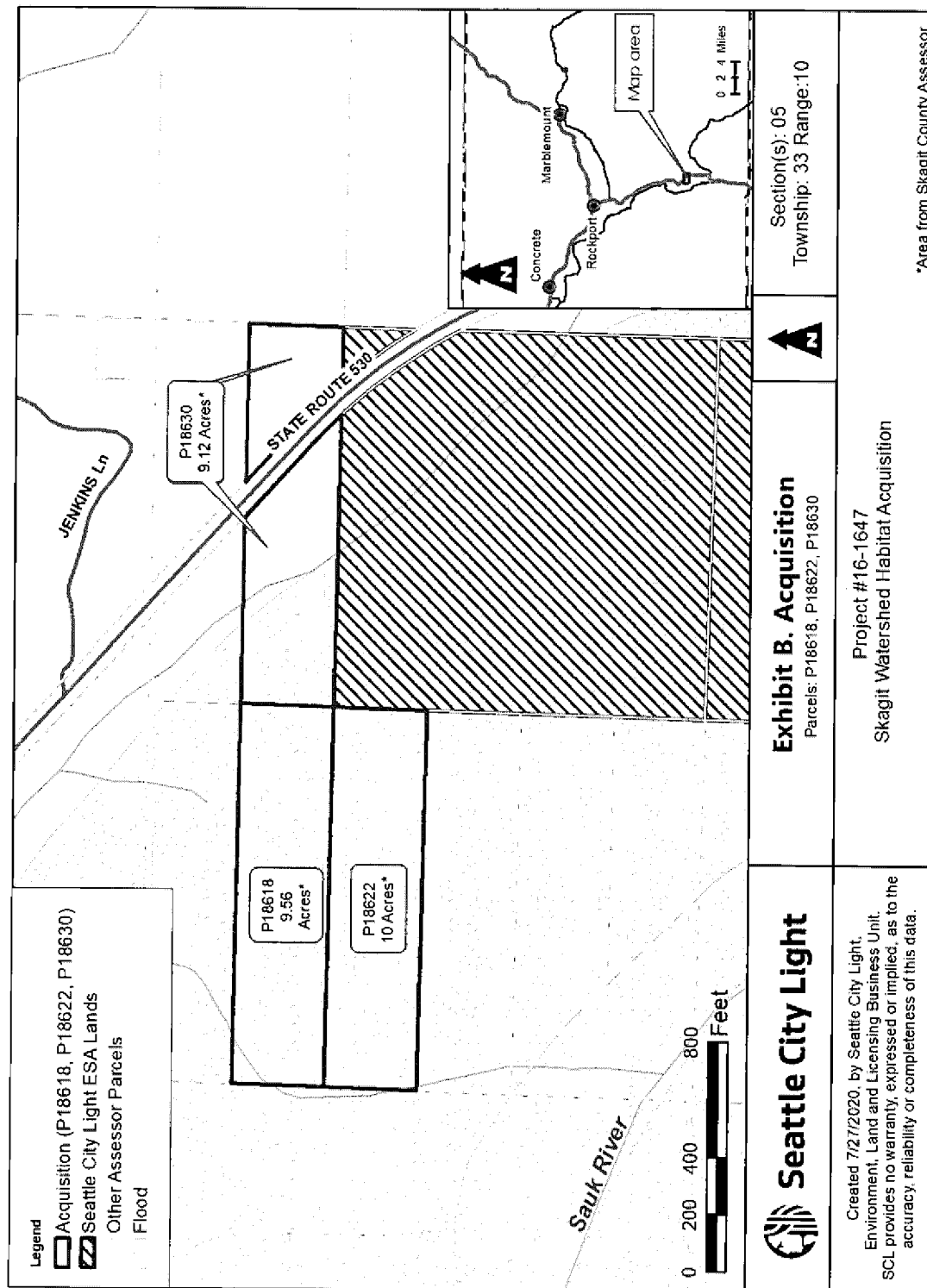
The South 1/2 of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 33 North, Range 10 East, W.M. EXCEPT that portion thereof conveyed to Skagit County for road purposes by deed recorded March 13, 1958 as Auditor's File No. 562806.

Parcel "C":

The North 326 feet of Government Lot 7 of Section 5, Township 33 North, Range 10 East, W.M.



Att 9 – Deed of Right to Use Land for Salmon Recovery Purposes for Fresonke
VI





201912200044

12/20/2019 10:47 AM Pages: 1 of 7 Fees: \$109.50
Skagit County Auditor

When recorded return to:

City of Seattle, a Municipal Corporation of the State of Washington
PO Box 34023
Seattle, WA 98124

STATUTORY WARRANTY DEED

19-1361

GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR(S) Fredrick L. Judd and Terri L. Judd, husband and wife, 1310 Fruitdale Road, Sedro-Woolley, WA 98284,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a Municipal Corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1: SEC 14, TWN 35 N, RNG 7 E; Ptn S 1/2 - SW 1/4 (aka Lots A, B & C, SP # 32-72)

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P42573 & 350713-0-021-0002 & P102250 & 350713-0-021-0101 & P102251 & 350713-0-021-0200

Dated:

12-13-2019

Fredrick L. Judd

Terri L. Judd

2019-5479
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 20 2019

Amount Paid \$3,298.00
Skagit Co. Treasurer

By Deputy

Statutory Warranty Deed
LPB 10-05

Order No.: 19-1361-KH

Page 1 of 7

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Fredrick L. Judd and Terri L. Judd is the person who appeared before me, and said person acknowledged that ~~he/she~~ signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 17th day of December, 2019

Eleanor Romero
Signature

Notary
Title

My appointment expires: 6/23/2021

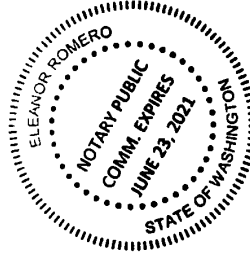


EXHIBIT A
LEGAL DESCRIPTION

Property Address: NHN South Skagit Highway, Concrete, WA 98237
Tax Parcel Number(s): P42573 & 350713-0-021-0002 & P102250 & 350713-0-021-0101 & P102251 & 350713-0-021-0200

Property Description:

Lots A, B and C of Short Plat No. 32-72, as approved on May 17, 1972, also known as Lots A, B and C of Record of Survey, recorded on June 3, 1994 as Auditor's File No. 9406030068, records of Skagit County, Washington; being a portion of the South half of the Southwest quarter of Section 13, Township 35 North, Range 7 East of W.M.

Statutory Warranty Deed
LPB 10-05

Order No.: 19-1361-KH

Page 3 of 7

EXHIBIT B

19-1361-KH

1. EASEMENT AND PROVISIONS THEREIN:

Grantee:
Puget Sound Power and Light Company
Recorded:
October 3, 1956
Auditor's No.:
542374
Purpose:
Electric transmission and/or distribution line, together with necessary appurtenances

2. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: John A. Johnson and Cora M. Johnson, husband and wife
Recorded:
April 13, 1971
Auditor's No.
751023
Purpose:
A right of easement over and across an existing road
Area Affected:
East 50 feet of said premises, or over and across any improvement of said existing road

3. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee:
Freeman G. Macomber and Doris C. Macomber, husband and wife
Recorded:
March 27, 1972
Auditor's No.
765951
Purpose:
Ingress, egress and utility purposes
Area Affected: The Easterly 60 feet of said premises

4. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name:
Short Plat 32-72
Approved:
May 17, 1972

5. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:

Between:
Freeman Macomber, Doris Macomber and Keith Macomber
And:

Statutory Warranty Deed
LPB 10-05

Order No.: 19-1361-KH

Page 4 of 7

Skagit County
Dated:
August 20, 1976
Recorded:
August 20, 1976
Auditor's No.:
841189
Regarding:
Temporary easement and waiver of damages.

6. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Recorded:
November 5, 1982
Auditor's No.:
8211050029
Regarding:
Conditional use permit 12-81 (Revised)

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

7. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Recorded:
October 20, 1992
Auditor's No.:
9210200037
Affects:
Lot C
Regarding:
Alternative Sewage System Installations

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

8. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Recorded:
October 20, 1992
Auditor's No.:
9210200038
Affects:

Statutory Warranty Deed
LPB 10-05

Order No.: 19-1361-KH

Page 5 of 7

Lot A
Regarding:
Alternative Sewage System Installations

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

9. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Recorded:
October 20, 1992
Auditor's No.:
9210200039
Affects:
Lot B
Regarding:
Alternative Sewage System Installations

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

10. TERMS AND CONDITIONS OF FINDING OF FACT, ENTRY OF ORDER NO. SHL-92-021:

Recorded:
November 4, 1992
Auditor's No.:
9211040034

11. EASEMENT AND PROVISIONS THEREIN:

Grantee:
Puget Sound Power & Light Company, a Washington Corporation
Dated:
July 23, 1993
Recorded:
July 29, 1993
Auditor's No.:
9307290107
Purpose:
Right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines and related facilities.

12. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT

Statutory Warranty Deed
LPB 10-05

Order No.: 19-1361-KH

Page 6 of 7

PLAT/SURVEY:

Name:
Record of Survey
Recorded:
June 3, 1994
Auditor's No.:
9406030068

13. Terms and Conditions of Judgment filed on January 10, 1977 in Skagit County Superior Court Case No. 33683.

14. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek:
Pressentin Creek

15. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)


16. Terms, provisions and reservations under the Submerged Land Act (43 U.S.C.A. 1301 through 1311) and the rights of the United States of America to regulate commerce, navigation, flood control, fishing and production of power.

Att 11 – Deed of Right to Use Land for Salmon Recovery Purposes for Judd
V1


202001160091

01/16/2020 03:31 PM Pages: 1 of 7 Fees: \$109.50
Skagit County Auditor

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Marc Dubioski

| | |
|--------------------------------|---|
| REVIEWED BY | |
| SKAGIT COUNTY TREASURER | |
| DEPUTY |  |
| DATE | 1-16-20 |

GUARDIAN NORTHWEST TITLE CO.
DEED OF RIGHT TO USE LAND FOR 19-1361
SALMON RECOVERY PURPOSES

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION
OFFICE, including any successor agencies.

Abbreviated
Legal

Description: Section 14, Township 35 North, Range 7 East; Ptn. S ½ -SW ¼ (aka Lots
A, B, & C. Short Plat No. 32-72)

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's
Property Tax

P42573, P102250, P102251

Page 1 of 7



Att 11 – Deed of Right to Use Land for Salmon Recovery Purposes for Judd
V1

Parcel Number: P 42573, P102250, P 102251, Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Watershed Habitat Acquisition II (b), Project Number 18-2617C signed by the Grantor on the 10th day of January, 2019 and by the Grantee on the 28th day of January, 2019 and Skagit Watershed Habitat Acquisition III, Project Number 19-1414C signed by the Grantor on the 13th day of December, 2019, and by the Grantee on the 5th day of December, 2019, and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that



Att 11 – Deed of Right to Use Land for Salmon Recovery Purposes for Judd
V1

is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.



Att 11 – Deed of Right to Use Land for Salmon Recovery Purposes for Judd
V1

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES
FOLLOW

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: Lynn Best

Name: Lynn Best

Title: Chief Environmental Officer, Environment, Land, and Licensing Division

Dated this 31 day of December 2019

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

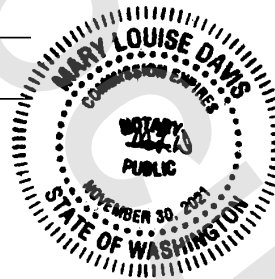
I certify that I know or have satisfactory evidence that Lynn Best is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledge it as the Environmental Affairs and Real Estate Division Director for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 31, 2019

Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,
residing in Edmonds, WA.



Att 11 – Deed of Right to Use Land for Salmon Recovery Purposes for Judd
V1

My commission expires November 30, 2021

GRANTEE:

STATE OF WASHINGTON, acting by and through THE SALMON
RECOVERY FUNDING BOARD, administered by the RECREATION AND
CONSERVATION OFFICE

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 24th day of December, 2019

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

I certify that I know or have satisfactory evidence that Scott T. Robinson is
the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledge it as the Deputy Director for the Recreation and
Conservation Office and to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.

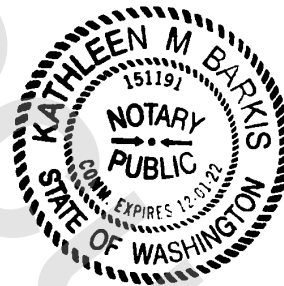
Dated: 12/24/19

Signed: Kathleen M. Barkis

Notary Public in and for the State of Washington,

residing in Lacey, WA

My commission expires 12-1-22



512

Att 11 – Deed of Right to Use Land for Salmon Recovery Purposes for Judd
V1

EXHIBIT A

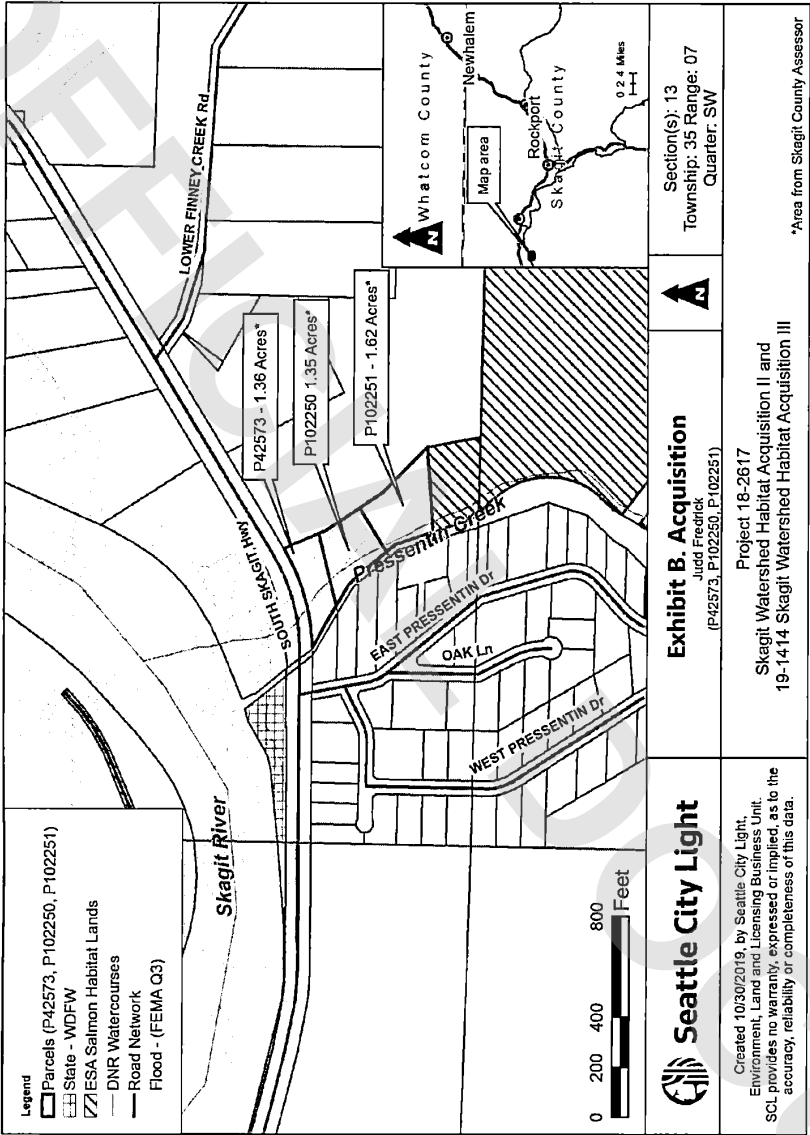
Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Lots A, B, and C of Short Plat No. 32-72, as approved on May 17, 1972, also known as Lots A, B, and C of Record of Survey, recorded on June 3, 1994 as Auditor's File No. 9406030068, records of Skagit County, Washington; being a portion of the South half of the Southwest quarter of Section 13, Township 35 North, Range 7 East of W. M.



Att 11 – Deed of Right to Use Land for Salmon Recovery Purposes for Judd
V1



STR

201807310117
07/31/2018 02:40 PM Pages: 1 of 2 Fees: \$100.00
Skagit County Auditor

When recorded return to:
City of Seattle, City Light, Room SMT3338
700 South Fifth Avenue Suite 3200/PO Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 115987

Statutory Warranty Deed

115987
GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Shawn R. Marsall and Jennifer A. Marsall, a married couple for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to City of Seattle, a Municipal Corporation of the State of Washington the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:
Lot 51, Carefree Acres No. 1

Tax Parcel Number(s): P63532, 3870-000-051-0009

Lot 51 of the PLAT OF CAREFREE ACRES, SUBDIVISION NO. 1, as per plat recorded in Volume 8 of Plats, page 62, records of Skagit County, Washington.
This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "A" attached hereto

Dated 7-27-18
Shawn R. Marsall
Shawn R. Marsall

JENNIFERA MARSHALL
Jennifer A. Marsall

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2018 3392
JUL 31 2018

STATE OF Washington)
COUNTY OF Skagit) SS:

Amount Paid \$ 97.56
Skagit Co. Treasurer
By mem Deputy

I certify that I know or have satisfactory evidence that Shawn R. Marsall and Jennifer A. Marsall, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 07-27-2018

Kayla E. Matola
Printed Name: Kayla E. Matola
Notary Public in and for the State of Washington
Residing at Lake Stevens, WA
My appointment expires: 01-15-2020

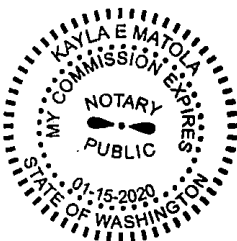


Exhibit A

EXCEPTIONS:

A. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Carefree Acres Subdivision No. 1
Recorded: December 30, 1963
Auditor's No.: 644847

B. EASEMENT DISCLOSED BY INSTRUMENT AND CONDITIONS CONTAINED THEREIN:

In Favor Of: Not disclosed
For: Utilities
Affects: 5 foot strip along adjoining roadway.
Recorded: *****
Auditor's No.: *****

C. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Dated: August 5, 1992
Recorded: August 18, 1992
Auditor's No.: 9208180055
Executed By: Bestland Associates

Said instrument is a rerecording of instrument recorded under Auditor's File No. 9208120081.

D. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Auditor's File No.: 8407250023
Document Title: Variance
Regarding: Substandard lots

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

When recorded return to:
City of Seattle
700 5th Ave Ste 3200 AP SMT Room 3338
Seattle, WA 98124-9871

Recorded at the request of:
Guardian Northwest Title
File Number: 114489

201801110039
Skagit County Auditor
1/11/2018 Page 1 of 3 1:48PM \$76.00

Statutory Warranty Deed

114489
GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Stephen D. McElfresh and Valerie S. McElfresh, ~~as their interests appear of record~~ for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION** in hand paid, conveys and warrants to **City of Seattle**, a municipal corporation of the State of Washington the following described real estate, situated in the County of **Skagit**, State of **Washington**

Abbreviated Legal:

Section 31, Township 33 North, Range 11 East; Ptn Gov't Lot 1

For Full Legal See Attached Exhibit "A"

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto.

Tax Parcel Number(s): **P107292, 331131-0-001-0908**

Dated 12-15-17

Stephen D. McElfresh
Stephen D. McElfresh

Valerie Sue McElfresh
Valerie Sue McElfresh

STATE OF Washington }
COUNTY OF Skagit } SS:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2018146
JAN 11 2018

Amount Paid \$ 717.00
By ME Skagit Co. Treasurer
Deputy

I certify that I know or have satisfactory evidence that **Stephen D. McElfresh and Valerie Sue McElfresh**, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 12-15-17

Katie Hickok
Printed Name: **Katie Hickok**
Notary Public in and for the State of Washington
Residing at Mt Vernon
My appointment expires: 1/07/2019

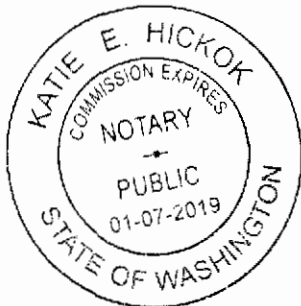


EXHIBIT A

Parcel 8 of an Unrecorded Parcel Map dated November 1, 1972, prepared by Hieber and Crossman, described as follows:

That portion of Government Lot 1, of Section 31, Township 33 North, Range 11 East, W.M., described as follows:

Commencing at the Northeast corner of said Section 31; thence South 0 degrees 05' 59" West along the East line of said Section, a distance of 374.70 feet to the true point of beginning; thence continue South 0 degrees 05' 59" West along said East line, a distance of 353.98 feet to the centerline of an existing forest service road; thence North 44 degrees 51' 06" West along the centerline of said service road, a distance of 173.86 feet; thence South 41 degrees 15' West, 1200 feet, more or less, to the Old Channel of the Skagit River; thence Northwesterly along said channel to a point lying South 47 degrees 30' West of the true point of beginning; thence North 47 degrees 30' East, a distance of 1800 feet, more or less, to the true point of beginning, EXCEPT any portion thereof lying within the boundaries of Parcel 9 of said Unrecorded Survey as said Parcel 9 is described in document recorded under Auditor's File No. 8912260058, AND ALSO EXCEPT any portion thereof lying within the boundaries of Parcel 7, of said Unrecorded Survey as said Parcel 7 is described in document recorded under Auditor's File No. 8409130006, records of Skagit County, Washington.

TOGETHER WITH and SUBJECT TO a 20 foot wide non-exclusive easement for ingress and egress as said easement is shown on Exhibit "A" of document recorded under Auditor's File No. 8302280055, records of Skagit County, Washington.

Exhibit B

EXCEPTIONS:

- A. An easement granted to the United States Forest Service for road, as disclosed by Contract recorded under Auditor's File No. 831340, records of Skagit County, Washington, and various other documents of record.
- B. Any question that may arise due to the shifting or change in the course of the Suiattle River or to said river having changed its course.
- C. A 20 foot easement for ingress and egress, as disclosed by a 5 Acre Parcel Map attached to Contract dated July 26, 1978, and recorded September 26, 1978, as Auditor's File No. 888237.
- D. Right of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)
- E. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY.

Name:
Recorded:
Auditor's No.:

Boundary Survey for Cyril Frol
September 7, 1994
9409070001

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Marc Dubioski



201801110040

Skagit County Auditor

\$80.00

1/11/2018 Page

1 of

7 1:48PM

GUARDIAN NORTHWEST TITLE CO.

114489

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

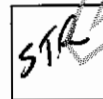
Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION
OFFICE, including any successor agencies.

Abbreviated
Legal
Description: That portion of Government Lot 1, of Section 31, Township 33 North,
Range 11 East, W.M., Skagit County, Washington State.

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's
Property Tax P107292



Parcel Number: P 107292, Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the



creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

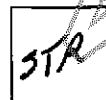
For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: Lynn Best

Name: Lynn Best

Title: Chief Environmental Officer, Environment, Land, and Licensing Division

Dated this 27 day of December, 2017

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Lynn Best is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledge it as the Environmental Affairs and Real Estate Division Director for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

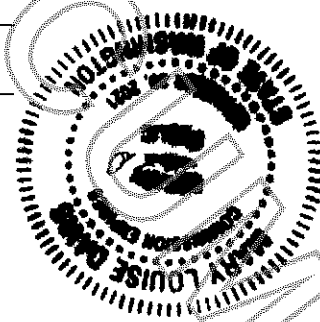
Dated: December 27, 2017

Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,
residing in Edmonds, WA.

My commission expires November 30, 2011



STR

GRANTEE:

STATE OF WASHINGTON, acting by and through THE SALMON
RECOVERY FUNDING BOARD, administered by the RECREATION AND
CONSERVATION OFFICE

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 15th day of December, 2017

STATE OF WASHINGTON)

COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that Scott T. Robinson is
the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledge it as the Deputy Director for the Recreation and
Conservation Office and to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.

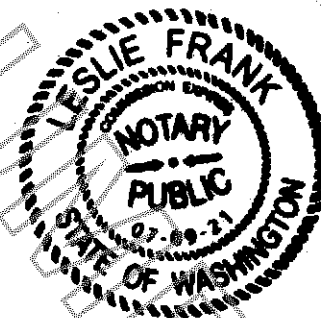
Dated: December 15, 2017

Signed: Leslie Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-21



57R

EXHIBIT A

Legal Description

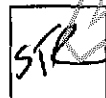
Situated in the State of Washington, County of Skagit,

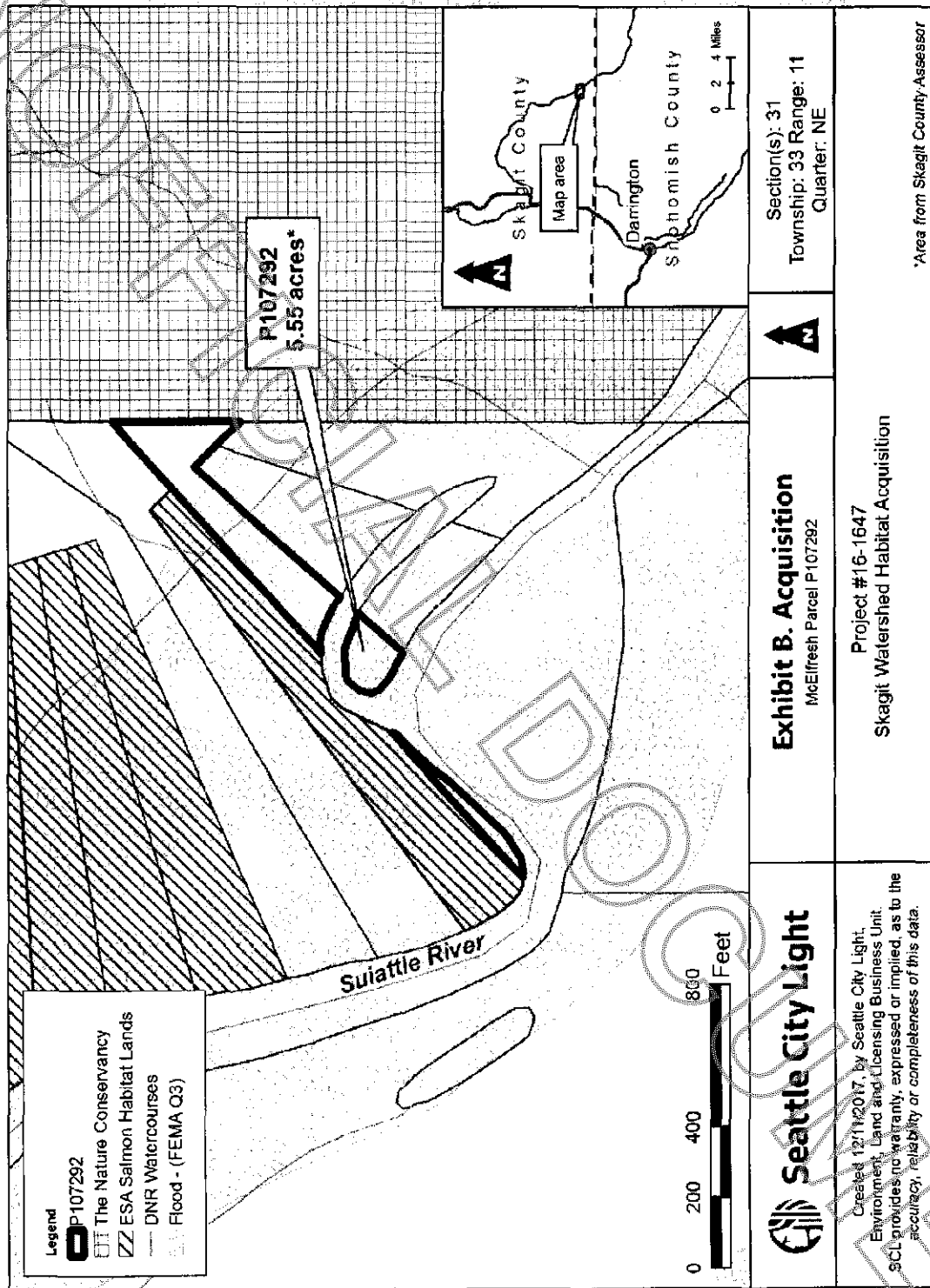
Parcel 8 of an Unrecorded Parcel Map dated November 1, 1972, prepared by Hieber and Crossman, described as follows:

That portion of Government Lot 1, of Section 31, Township 33 North, Range 11 East, W.M., described as follows:

Commencing at the Northeast corner of said Section 31; thence South 0 degrees 05' 59" West along the East line of said Section, a distance of 374.70 feet to the true point of beginning; thence continue South 0 degrees 05' 59" West along said East line, a distance of 353.98 feet to the centerline of an existing forest service road; thence North 44 degrees 51' 06" West along the centerline of said service road, a distance of 173.86 feet; thence South 41 degrees 15' West, 1200 feet, more or less, to the Old Channel of the Suiattle River; thence Northwesterly along said channel to a point lying South 47 degrees 30' West of the true point of beginning; thence North 47 degrees 30' East, a distance of 1800 feet, more or less, to the true point of beginning, EXCEPT any portion thereof lying within the boundaries of Parcel 9 of said Unrecorded Survey as said Parcel 9 is described in document recorded under Auditor's File No. 8912260058, AND ALSO EXCEPT any portion thereof lying within the boundaries of Parcel 7, of said Unrecorded Survey as said Parcel 7 is described in document recorded under Auditor's File No. 8409130006, records of Skagit County, Washington.

TOGETHER WITH and SUBJECT TO a 20 foot wide non-exclusive easement for ingress and egress as said easement is shown on Exhibit "A" of document recorded under Auditor's File No. 8302280055, records of Skagit County, Washington.





SIR



201904290089

04/29/2019 01:53 PM Pages: 1 of 4 Fees: \$102.00
Skagit County Auditor

When recorded return to:

The City of Seattle
700 5th Ave, Ste 3300; PO Box 34023, Real Estate Services Room 3338
Seattle, WA 98124-9871

STATUTORY WARRANTY DEED ^{GUARDIAN NORTHWEST TITLE CO.} *19-1895*

THE GRANTOR(S) Stephen D. McElfresh and Valerie Sue McElfresh, husband and wife, PO Box 291,
Greenbank, WA 98253,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:


FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

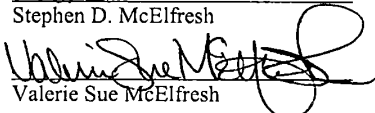
Abbreviated legal description: Property 1: Section 31, Township 33 North, Range 11 East; Ptn Gov't Lot 1

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may
appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B"
attached hereto

Tax Parcel Number(s): P18983 & 331131-0-001-0703

Dated: 4-5-19


Stephen D. McElfresh


Valerie Sue McElfresh

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20191544

APR 29 2019

Amount Paid \$ *797.10*
Skagit Co. Treasurer
By *man* Deputy

Att 15 – Statutory Warranty Deed for McElfresh
V1

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Stephen D. McElfresh and Valerie Sue McElfresh is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5th day of April, 2019



Signature



Title

My appointment expires: 1-7-23



Att 15 – Statutory Warranty Deed for McElfresh
V1

EXHIBIT A
LEGAL DESCRIPTION

Property Address: NHN FORESTRY ROAD, DARRINGTON, WA 98241
Tax Parcel Number(s): P18983 & 331131-0-001-0703

Property Description:

That portion of Government Lot 1, Section 31, Township 33 North, Range 11 East of the Willamette Meridian,
described as follows:

Commencing at a point on the North line of said Section 31, which bears North 89°50'42" West a distance of
434.54 feet from the Northeast corner of said Section 31;
thence South 17°44'36" East 354.32 feet;
thence Southeasterly along a curve to the left having a radius of 420 feet, through a central angle of 27°06'30" an
arc distance of 198.71 feet;
thence South 44°51'06" East 142.36 feet to the point of beginning;
thence South 44°51'06" East 86.93 feet;
thence South 17°35' West 1100 feet, more or less, to the Old Channel of the Suiattle River;
thence Northwesterly along said Channel to a point lying South 41°15' West of the point of beginning;
thence North 41°15' East 1200 feet, more or less, to the point of beginning;

(Being known as Parcel 9 of an unrecorded 5-acre Parcel Map dated November 1, 1972 and prepared by Heiber and
Crossman.)

Situate in the County of Skagit, State of Washington.

Att 15 – Statutory Warranty Deed for McElfresh
V1

EXHIBIT B

19-1895-KH

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. (A) Unpatented mining claims.
(B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof.
(C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B), or (C) are shown by the public records.
(D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
3. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
4. An easement granted to the United States Forest Service for road, as disclosed by Contract recorded under Auditor's File No. 831340, records of Skagit County, Washington, and various other documents of record.
5. Any question that may arise due to the shifting or change in the course of the Suiattle River or to said river having changed its course.
6. A 20 foot easement for ingress and egress, as disclosed by a 5 Acre Parcel Map attached to Contract dated July 26, 1978, and recorded September 26, 1978, as Auditor's File No. 888237.
7. Right of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)
8. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES AND ENCROACHMENTS, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Boundary Survey for Cyril Frol
Recorded: September 7, 1994
Auditor's No.: 9409070001
9. RESERVATIONS, PROVISIONS AND/OR EXCEPTIONS CONTAINED IN INSTRUMENT:

Executed By: Cyril M. Frol, Trustee for River West, a general partnership
Recorded: December 13, 1985
Auditor's No.: 8512130037
10. There is no recorded means of ingress or egress to a public road from said property. It is assumed that there exists a valid and subsisting easement for that purpose over adjoining properties, but the Company does not insure against any rights based on a contrary state of facts.
The primary road East of subject property is a U.S. Forest Service Road. Such roads are not kept open and maintained for purpose of providing access to privately owned lands.

Statutory Warranty Deed
LPB 10-05

Order No.: 19-1895-KH

Page 4 of 4

Page 4 of 4



201904290090

04/29/2019 01:53 PM Pages: 1 of 7 Fees: \$105.00
Skagit County Auditor

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Marc Dubioski

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 29 2019

Amount Paid \$
Skagit Co. Treasurer
By *man* Deputy

GUARDIAN NORTHWEST TITLE CO.

19-1895

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION
OFFICE, including any successor agencies.

Abbreviated
Legal
Description: Section 31, Township 33 North, Range 11 East, Ptn. Gov't Lot 1

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's
Property Tax
Parcel Number: P 18983, Skagit County



Att 16 – Deed of Right to Use Land for Salmon Recovery Purposes for McElfresh
VI

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery



purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW



Att 16 – Deed of Right to Use Land for Salmon Recovery Purposes for McElfresh
VI

GRANTOR:

City of Seattle, acting by and through Seattle City Light Department

By: *Lynn Best*

Name: Lynn Best

Title: Chief Environmental Officer, Environment, Land, and Licensing Division

Dated this 10 day of April, 2019

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Lynn Best is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledge it as the Environmental Affairs and Real Estate Division Director for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 10 2019

Signed: *Mary Louise Davis*

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2021

GRANTEE:

SLR

Att 16 – Deed of Right to Use Land for Salmon Recovery Purposes for McElfresh
VI

STATE OF WASHINGTON, acting by and through THE SALMON
RECOVERY FUNDING BOARD, administered by the RECREATION AND
CONSERVATION OFFICE

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 18th day of March, 2019

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that Scott T. Robinson is
the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledge it as the Deputy Director for the Recreation and
Conservation Office and to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.

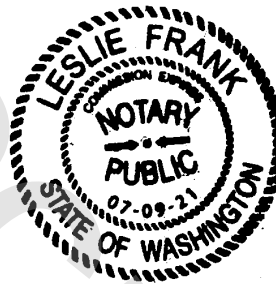
Dated: March 18, 2019

Signed: Leslie Frank

Notary Public in and for the State of Washington,

residing in Thurston County.

My commission expires 7-9-21.



STR

Att 16 – Deed of Right to Use Land for Salmon Recovery Purposes for McElfresh
VI

EXHIBIT A

Legal Description

That portion of Government Lot 1, Section 31, Township 33 North, Range 11 East of the Willamette Meridian, described as follows:

Commencing at a point on the North line of said Section 31, which bears North $89^{\circ}50'42''$ West a distance of 434.54 feet from the Northeast corner of said Section 31;
thence South $17^{\circ}44'36''$ East 354.32 feet;
thence Southeasterly along a curve to the left having a radius of 420 feet, through a central angle of $27^{\circ}06'30''$ an arc distance of 198.71 feet;
thence South $44^{\circ}51'06''$ East 142.36 feet to the point of beginning; thence South $44^{\circ}51'06''$ East 86.93 feet;
thence South $17^{\circ}35'$ West 1100 feet, more or less, to the Old Channel of the Suiattle River;
thence Northwesterly along said Channel to a point lying South $41^{\circ}15'$ West of the point of beginning; thence North $41^{\circ}15'$ East 1200 feet, more or less, to the point of beginning;

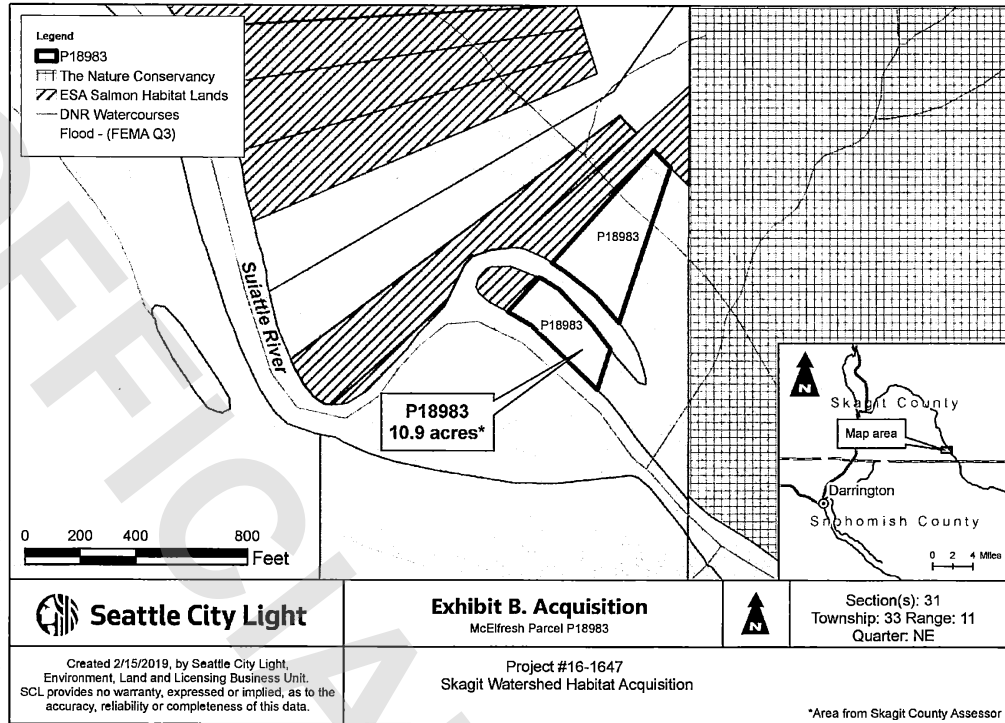
(Being known as Parcel 9 of an unrecorded 5-acre Parcel Map dated November 1, 1972 and prepared by Heiber and Crossman.)

Situate in the County of Skagit, State of Washington.



Att 16 – Deed of Right to Use Land for Salmon Recovery Purposes for McElfresh
VI

Page 7 of 7



SCL



201811160098

11/16/2018 02:18 PM Pages: 1 of 4 Fees: \$102.00
Skagit County Auditor

When recorded return to:
The City of Seattle
Attention Mary Davis SMT Room 3338
700 Fifth Ave Suite 3200
PO Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
File Number: 114723

Statutory Warranty Deed

114723

GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Marblemount Properties, LLC, a Washington Limited Liability Company for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to GRANTEE City of Seattle, a Municipal Corporation of the State Of Washington the following described real estate, situated in the County of Skagit, State of Washington.

Abbreviated Legal:

Section 25, Township 35 North, Range 9 East; Ptn. Gov't Lots 1 & 2, and N 1/2 SE 1/4

For Full Legal See Attached Exhibit "A"

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P44686, 350925-4-002-0001, P44646, 350925-0-001-0000, P108130, 350925-4-002-0600.

Dated 11.9.18

Marblemount Properties LLC

By: Stephen Metzler, Managing Member

By: Almudena De Llaguno, Managing Member
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20185074

NOV 16 2018

Amount Paid \$ 4,410.50
Skagit Co. Treasurer
By: [Signature] Deputy

STATE OF Washington
COUNTY OF Skagit SS:

I certify that I know or have satisfactory evidence that Stephen Metzler and Almudena De Llaguno is the personS who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it as the Members of Marblemount Properties LLC, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 11.9.2018



Katie Hickok
Notary Public in and for the State of Washington
Residing at Washington
My appointment expires: 1/07/2019

Att 17 – Statutory Warranty Deed for Marblemount
V1

EXHIBIT A

That portion of the North 1/2 of the Southeast 1/4 lying Southerly of State Route 20, and Government Lots 1 and 2, Section 25, Township 35 North, Range 9 East, W.M.,

EXCEPT that portion conveyed to Skagit County by Deed recorded September 19, 1960, under Auditor's File No. 598887, records of Skagit County, Washington,

AND EXCEPT that portion lying Southerly of the following described line:

Beginning at the Northwest corner of said Government Lot 2;
thence North 88°46'38" East along the North line of said Government Lot 2, for a distance of 640.80 feet to a point in an existing fence;
thence the following courses and distances along said existing fence:

South 19°08'22" West, 385.42 feet; South 70°25'07" East, 678.96 feet; North 34°53'52" East, 56.30 feet;

North 24°26'13" East, 257.12 feet to an angle point in said existing fence;
thence North 61°31'46" East towards an end-of-fence, for a distance of 52.97 feet to the centerline of an existing access road and a point hereinafter referred to as Point "X";
thence continuing North 61°31'46" East, 52.96 feet to said end-of-fence;
thence the following courses and distances along an existing fence:

South 63°17'49" East, 266.93 feet; South 78°58'19" East, 154.49 feet; South 82°58'36" East, 164.98 feet to the East end of fence;
thence North 75°52'26" East, 369.47 feet to an iron pipe and yellow plastic cap stamped "Steele 13138";
thence North 42°08'39" East, 516.80 feet to the Northeast corner of aforesaid Government Lot 1, and the terminus of herein described line.

Situate in the County of Skagit, State of Washington.

Att 17 – Statutory Warranty Deed for Marblemount
V1

Exhibit 3**EXCEPTIONS:****A. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:**

Grantee: City of Seattle, a Municipal Corporation
Recorded: July 13, 1933
Auditor's No. 257006
Purpose: A perpetual easement for the construction, operation and maintenance of a railroad and all necessary appurtenances over, along and across the subject property

B. EASEMENT AND PROVISIONS THEREIN:

Grantee: Puget Sound Power & Light Company, a Washington Corporation
Dated: September 9, 1983
Recorded: September 21, 1983
Auditor's No.: 8309210028
Purpose: Right to enter said premises to operate, maintain and repair underground electric transmission and/or distribution system, together with the right to remove brush, trees and landscaping which may constitute a danger to said lines

C. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Survey for Seattle City Light
Recorded: December 10, 1999
Auditor's No.: 199912100061

Att 17 – Statutory Warranty Deed for Marblemount
V1

D. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: Skagit River

E. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

F. BASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

| | |
|----------------|----------------------------|
| Grantee: | The City of Seattle |
| Recorded: | January 5, 2000 |
| Auditor's No. | 200001050079 |
| Purpose: | Access |
| Area Affected: | As disclosed in instrument |

Att 18 – Deed of Right to Use Land for Salmon Recovery Purposes for Marblemount
V1

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Marc Dubioski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 04/09/2021

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

GNW 114723

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION
OFFICE, including any successor agencies.

Abbreviated
Legal

Description: Section 25, Township 35 North, Range 9 East, Ptn. Gov't Lots 1 & 2, and
N ½ SE ¼, Skagit County, Washington State.

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's
Property Tax

Parcel Number: P 44686, P 44646, P 108130, Skagit County

Reference Numbers of Documents Assigned or Released: None.



Att 18 – Deed of Right to Use Land for Salmon Recovery Purposes for Marblemount
V1

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017; Middle Skagit Watershed Habitat Acquisition, Project Number 16-2804 signed by the Grantor on the 2nd day of November, 2017 and by the Grantee on the 7th day of November, 2017; Skagit Watershed Habitat Acquisition II (b), Project Number 18-2617 signed by the Grantor on the 10th day of January, 2019 and by the Grantee on the 28th day of January, 2019; Skagit Watershed Habitat Acquisition IV, Project Number 20-1326 signed by the Grantor on the 15th day of December, 2020 and by the Grantee on the 16th day of December, 2020; and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor



Att 18 – Deed of Right to Use Land for Salmon Recovery Purposes for Marblemount
V1

shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.



Att 18 – Deed of Right to Use Land for Salmon Recovery Purposes for Marblemount
V1

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES
FOLLOW

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: Tom DeBoer

Name: Tom DeBoer

Title: Chief Environmental Officer, Environment, Land, and Licensing Business
Unit

Dated this 31 day of March, 2021

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Tom DeBoer is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Chief Environmental Officer, Environment, Land, and Licensing Division, Seattle City Light for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/31/2021

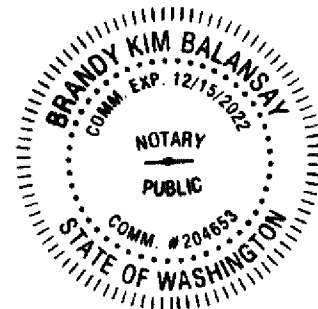
Signed: [Signature]

Printed Name: Brandy Kim Balansay

Notary Public in and for the State of Washington,

residing in Seattle, WA.

My commission expires 12/15/2022



Att 18 – Deed of Right to Use Land for Salmon Recovery Purposes for Marblemount
VI

GRANTEE:

STATE OF WASHINGTON, acting by and through THE SALMON
RECOVERY FUNDING BOARD, administered by the RECREATION AND
CONSERVATION OFFICE

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 18th day of March, 2021

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

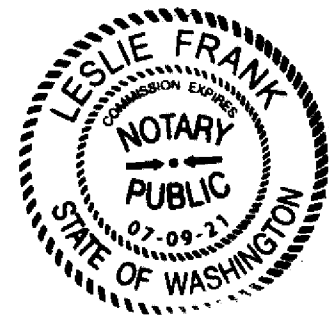
I certify that I know or have satisfactory evidence that SCOTT T. ROBINSON is
the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledge it as the Deputy Director for the Recreation and
Conservation Office and to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.

Dated: March 18, 2021

Signed: Leslie Frank

Notary Public in and for the State of Washington,
residing in Thurston County

My commission expires 7-9-21



Att 18 – Deed of Right to Use Land for Salmon Recovery Purposes for Marblemount
V1

EXHIBIT A

Legal Description

That portion of the North 1/2 of the Southeast 1/4 lying Southerly of State Route 20, and Government Lots 1 and 2, Section 25, Township 35 North, Range 9 East, W.M.,

EXCEPT that portion conveyed to Skagit County by Deed recorded September 19, 1960, under Auditor's File No. 598887, records of Skagit County, Washington,

AND EXCEPT that portion lying Southerly of the following described line:

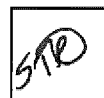
Beginning at the Northwest corner of said Government Lot 2;
thence North 88°46'38" East along the North line of said Government Lot 2, for a distance of 640.80 feet to a point in an existing fence;
thence the following courses and distances along said existing fence:

South 19°08'22" West, 385.42 feet; South 70°25'07" East, 678.96 feet; North 34°53'52" East, 56.30 feet;

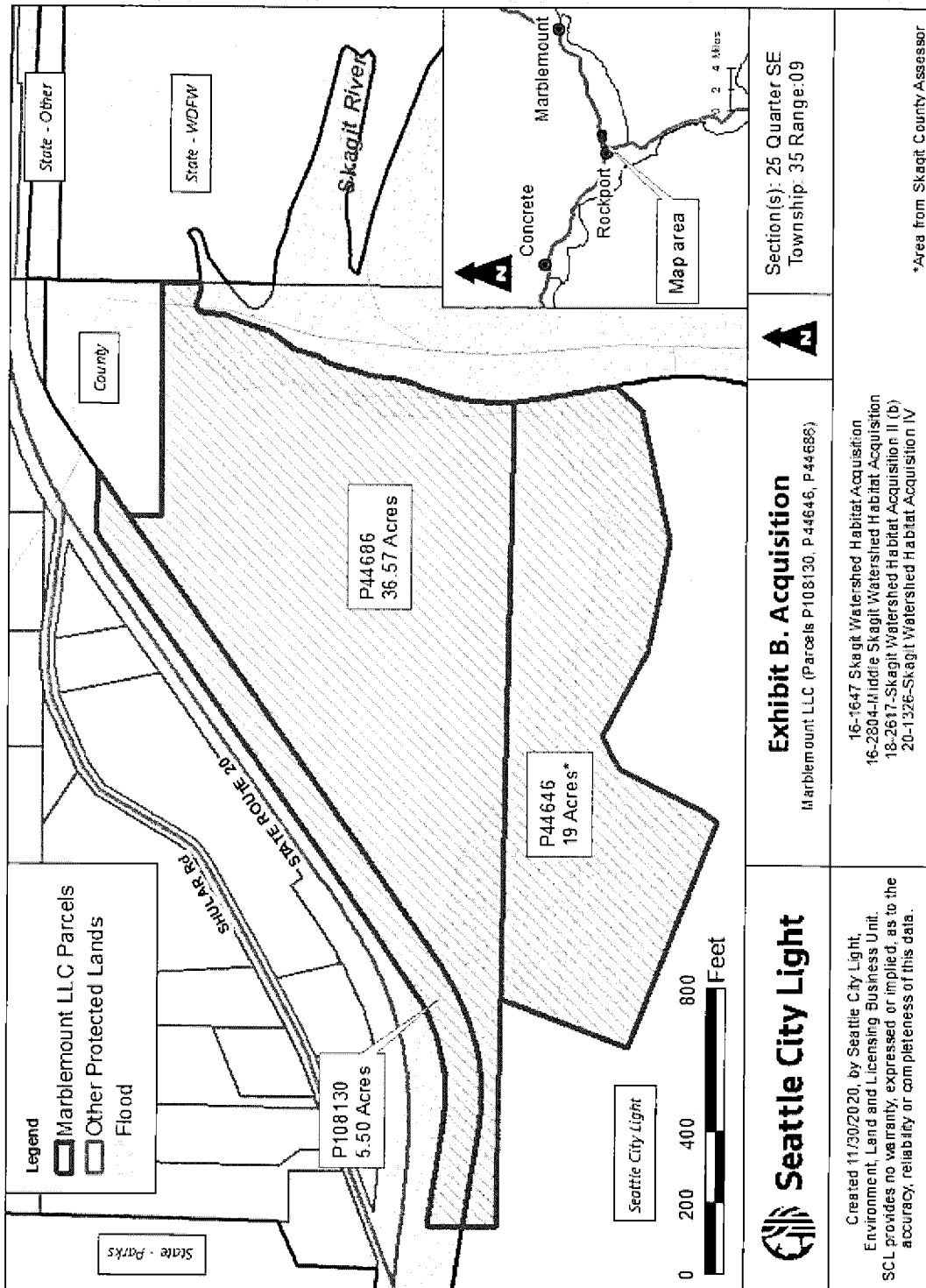
North 24°26'13" East, 257.12 feet to an angle point in said existing fence;
thence North 61°31'46" East towards an end-of-fence, for a distance of 52.97 feet to the centerline of an existing access road and a point hereinafter referred to as Point "X";
thence continuing North 61°31'46" East, 52.96 feet to said end-of-fence;
thence the following courses and distances along an existing fence:

South 63°17'49" East, 266.93 feet; South 78°58'19" East, 154.49 feet; South 82°58'36" East, 164.98 feet to the East end of fence;
thence North 75°52'26" East, 369.47 feet to an iron pipe and yellow plastic cap stamped "Steele 13138";
thence North 42°08'39" East, 516.80 feet to the Northeast corner of aforesaid Government Lot 1, and the terminus of herein described line.

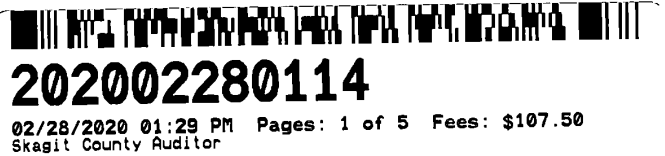
Situate in the County of Skagit, State of Washington.



Att 18 – Deed of Right to Use Land for Salmon Recovery Purposes for Marblemount
V1



STR



When recorded return to:

City of Seattle, a Municipal Corporation of the State of Washington
PO Box 34023
Seattle, WA 98124

STATUTORY WARRANTY DEED

GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR(S) Gene R. Rasmussen, as his separate property, PO Box 2724, Stanwood, WA 98292,

for and in consideration of **ten dollars and other valuable consideration**

18-1088

in hand paid, conveys, and warrants to City of Seattle, a Municipal Corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:

Portions of GL 4 in Section 14 and GL 8 in Section 15 all in Twp. 35 N, R. 11 E, WM

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P46056 & 351114-0-007-0409 & P46055 & 351114-0-007-0300 & P46057 & 351114-0-007-0508

Dated: 2/28/2020

Gene R. Rasmussen
Gene R. Rasmussen

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 28 2020

Amount Paid \$ 005
Skagit Co. Treasurer
By MG Deputy

Statutory Warranty Deed
LPB 10-05

Order No.: 18-1088-KH

Page 1 of 5

Att 19 – Statutory Warranty Deed for Rasmussen
V1

STATE OF WASHINGTON
COUNTY OF SKAGIT

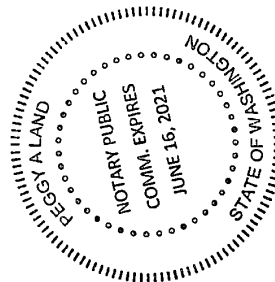
I certify that I know or have satisfactory evidence that Gene R. Rasmussen is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 28 day of February, 2020

Peggy A Land
Signature

Escrow Assist.
Title

My appointment expires: June 16, 2021



Statutory Warranty Deed
LPB 10-05

Order No.: 18-1088-KH

Page 2 of 5

Att 19 – Statutory Warranty Deed for Rasmussen
V1

EXHIBIT A
LEGAL DESCRIPTION

Property Address: NHN East Cascade Way, Concrete, WA 98237
Tax Parcel Number(s): P46056 & 351114-0-007-0409 & P46055 & 351114-0-007-0300 & P46057 & 351114-0-007-0508

Property Description:

PARCEL "A":

Tracts 1, 2 and 3 of Short Plat No. 39-74, approved on July 30, 1974, recorded on August 15, 1974, under Auditor's File No. 805004, records of Skagit County, Washington, being a portion of Government Lot 4, in Section 14, and of Government Lot 8 in Section 15, Township 35 North, Range 11 East of W.M.

Situate in County of Skagit, State of Washington.

PARCEL "B":

A non-exclusive easement for ingress, egress, drainage and utilities as described in document recorded on January 29, 1973, under Auditor's File No. 779995, records of Skagit County, Washington.

Situate in County of Skagit, State of Washington.

Statutory Warranty Deed
LPB 10-05

Order No.: 18-1088-KH

Page 3 of 5

EXHIBIT B

18-1088-KH

1. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Cascade River, or its banks, or which may result from such change in the future.

2. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

3. Agreement, affecting subject property, regarding road usage and the terms and provisions thereof between Bradsberry Timber and Bellingham Plywood Co., dated 9/24/1945, recorded 9/15/1952 as Auditor's File No. 479844. Said Agreement was actually an assignment of an unrecorded agreement from Bellingham Plywood Co. to Eclipse Lumber Company.

4. Agreement, affecting subject property, regarding road usage and the terms and provisions thereof between Bradsberry Timber Co. and John S. Pankratz, dated 9/10/1946, recorded 7/26/1954 as Auditor's File No. 504382.

5. Easement, affecting a portion of subject property for the purpose of road usage including terms and provisions thereof granted to State of Washington recorded 1/13/1965 as Auditor's File No. 660830

6. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Cascade River Park No. 1 recorded 8/21/1963 as Auditor's File No. 639857.

The company calls attention to provisions contained in Washington Uniform Common Interest Ownership Act, Senate Bill 6175 providing that Plats recorded after July 1, 2018, and older Plats that have opted in, that meet the requirements under Senate Bill 6175 will require delivery to the Proposed Purchaser of either a "Public Offering Statement" or "Resale Certificate".

7. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Cascade River Park No. 2 recorded 5/17/1966 as Auditor's File No. 682848.

The company calls attention to provisions contained in Washington Uniform Common Interest Ownership Act, Senate Bill 6175 providing that Plats recorded after July 1, 2018, and older Plats that have opted in, that meet the requirements under Senate Bill 6175 will require delivery to the Proposed Purchaser of either a "Public Offering Statement" or "Resale Certificate".

8. Easement, affecting a portion of subject property for the purpose of ingress, egress, drainage and utilities including terms and provisions thereof granted to William Hulbert Mill Co., et al, recorded 1/29/1973 as Auditor's File No. 779995

9. Acknowledgment from Bernard M. Brill, et al, recorded 12/22/1975 as Auditor's File No. 827717 to the effect that the property described herein is subject to the covenants of Cascade River Park No. 1 and Cascade River Park No. 2 among other topics set forth therein.

Statutory Warranty Deed
LPB 10-05

Order No.: 18-1088-KH

Page 4 of 5

Att 19 – Statutory Warranty Deed for Rasmussen
V1

10. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Short Plat No. 39-74 recorded 7/30/1974 as Auditor's File No. 805004.

The company calls attention to provisions contained in Washington Uniform Common Interest Ownership Act, Senate Bill 6175 providing that Plats recorded after July 1, 2018, and older Plats that have opted in, that meet the requirements under Senate Bill 6175 will require delivery to the Proposed Purchaser of either a "Public Offering Statement" or "Resale Certificate".

Statutory Warranty Deed
LPB 10-05

Order No.: 18-1088-KH

Page 5 of 5

202002280116

02/28/2020 01:29 PM Pages: 1 of 7 Fees: \$109.50
Skagit County Auditor

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Marc Dubioski

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 28 2020

Amount Paid \$
Skagit Co. Treasurer
By *Mh* Deputy

GUARDIAN NORTHWEST TITLE CO.

18-1088

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION
OFFICE, including any successor agencies.

Abbreviated

Legal

Description: Tracts 1, 2, & 3, SP# 39-74, AF# 805004, Ptn. GL 4, Sec. 14, Ptn. GL 8,
Sec. 15 both in Township 35 North, Range 4 East, WM

More particularly described in Exhibit "A" (Legal Description), and as
depicted in Exhibit "B" (Property Map).

Assessor's

Property Tax

Parcel Number: P 46055, 46056, and 46057, Skagit County



Att 20 – Deed of Right to Use Land for Salmon Recovery Purposes for Rasmussen
V1

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Upper Skagit Watershed Habitat Acquisition, Project Number 16-1647A signed by the Grantor on the 2nd day of February, 2017 and by the Grantee on the 9th day of February, 2017 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery



Att 20 – Deed of Right to Use Land for Salmon Recovery Purposes for Rasmussen
V1

purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES
FOLLOW

KC

Att 20 – Deed of Right to Use Land for Salmon Recovery Purposes for Rasmussen
V1

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: Lynn Best

Name: Lynn Best

Title: Chief Environmental Officer, Environment, Land, and Licensing Division

Dated this 11 day of February 2020

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Lynn Best is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledge it as the Environmental Affairs and Real Estate Division Director for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

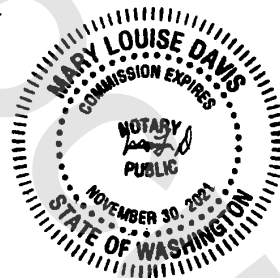
Dated: Feb. 11th, 2020

Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,
residing in Edmonds, WA.

My commission expires November 30, 2021



Att 20 – Deed of Right to Use Land for Salmon Recovery Purposes for Rasmussen
V1

GRANTEE:

STATE OF WASHINGTON, acting by and through THE SALMON
RECOVERY FUNDING BOARD, administered by the RECREATION AND
CONSERVATION OFFICE

By: Kaleen Coppingham

Name: Kaleen Coppingham

Title: Director

Dated this 3rd day of February, 2020

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that Kaleen Coppingham is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 3, 2020

Signed: Leslie Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-



16

Att 20 – Deed of Right to Use Land for Salmon Recovery Purposes for Rasmussen
V1

EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

PARCEL "A"

Tracts 1, 2, and 3 of Short Plat No. 39-74, approved on July 30, 1974, recorded on August 15, 1974, under Auditor's File No. 805004, records of Skagit County, Washington, being a portion of Government Lot 4, in Section 14, and of Government Lot 8 in Section 15, Township 35 North, Range 11 East of W.M.

PARCEL "B"

An non-exclusive easement for ingress, egress, drainage and utilities as described in document recorded on January 29, 1973, under Auditor's File No. 779995, records of Skagit County, Washington.

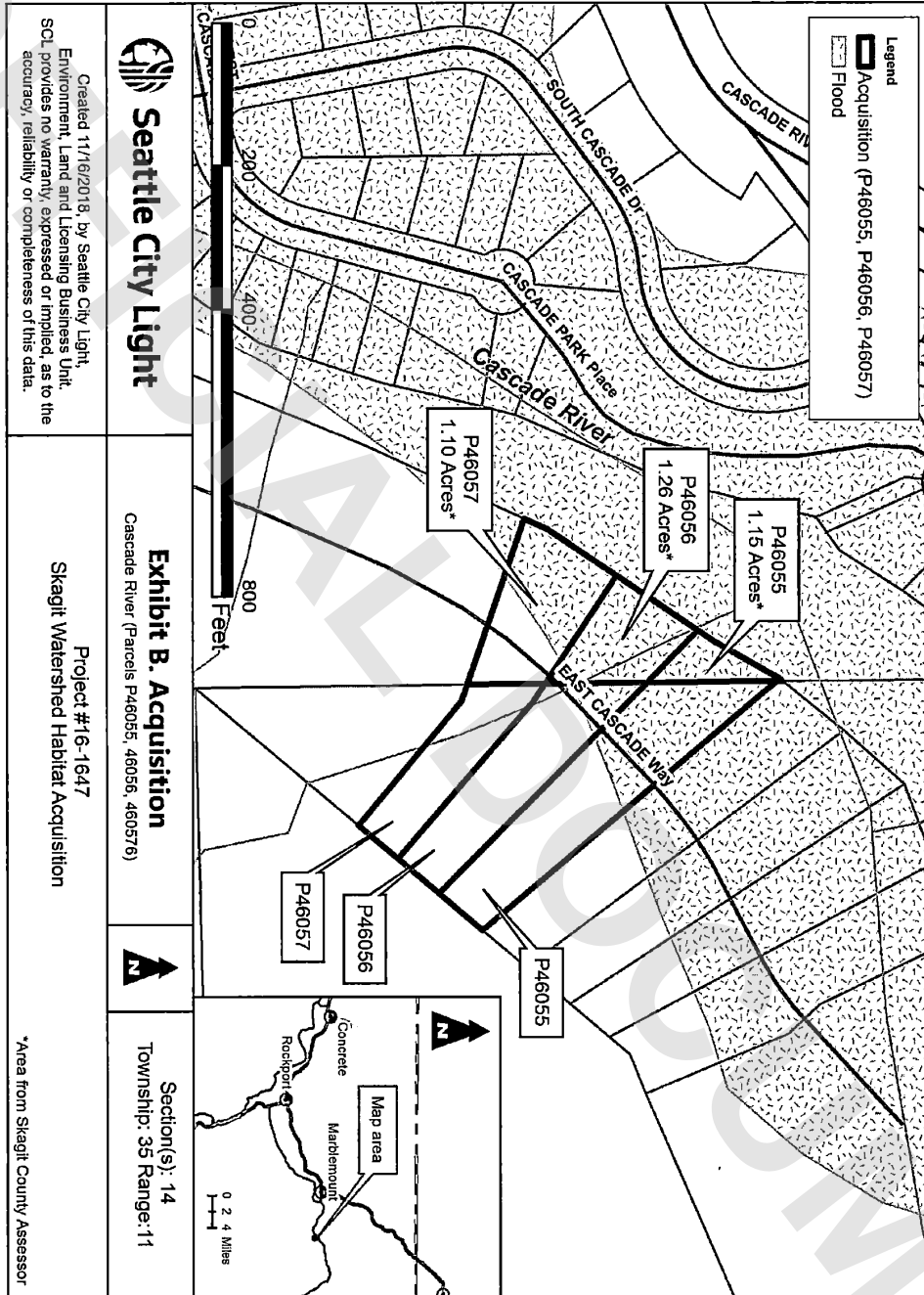


Att 20 – Deed of Right to Use Land for Salmon Recovery Purposes for Rasmussen
V1

KE

Page 7 of 7

Service Layer Credits: Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user





202012310107

DEEDS (EXCEPT QCDS)

Rec: \$109.50

12/31/2020 9:27 AM 1 of 7

SNOHOMISH COUNTY, WA

Electronically Recorded

Att 21 - Statutory Warranty Deed for Ring
V1

When recorded return to:

The City of Seattle
Seattle City Light
Real Estate Services, Attn Mary Davis
Smt Room 3338
PO Box 34023
Seattle WA 98124-4023

STATUTORY WARRANTY DEED

STEWART TITLE
863692

THE GRANTOR(S) Ring Family Limited Partnership, a Washington Partnership, 813 East 8th Street, Port Angeles, WA 98362,

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to The City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Snohomish, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:

Lots 3, 5, 6, 7, 8, 9 and 10, Snohomish County BLA 09-100057BA, Rec 201003310690, Lots 4 and 11, Boundary
Line Adjustment No. 11-104139 BA Rec 201107060289; Lots 1 & 2, SCBLA BLA 10-105107 BA, Rec
201007220318, being Ptn's of SE 25-32-9E, in Snohomish County, Washington

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may
appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B"
attached hereto

Tax Parcel Number(s): 32092500401200 & 32092500401100 & 32092500401000 & 32092500400800 &
32092500400700 & 32092500400200 & 32092500400500 & 32092500400900 & 32092500400600 &
32092500100400 & 32092500101600

Dated: 12/23/2020

Ring Family Limited Partnership, a Washington Partnership

By: [Signature]

Ring Family Group LLC, a WA LLC General Partner By: Riley Fogarty, Vice President, Authorized Agent

By: _____

Ring Family Group LLC, a WA LLC General Partner By: Monica Zuckett, Treasurer, Authorized Agent

Statutory Warranty Deed
LPB 10-05

Order No.: 20-8913-KH

Page 1 of 5

Page 1 of 7

Thank you for your payment.
E154422 \$8,218.60
BRUCE E. 12/31/2020

Att 21 - Statutory Warranty Deed for Ring
V1

When recorded return to:

The City of Seattle
PO Box 34023
Seattle, WA 98124-4023

STATUTORY WARRANTY DEED

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for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to The City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Snohomish, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:

Lots 3, 5, 6, 7, 8, 9 and 10, Snohomish County BLA 09-100057BA, Rec 201003310690, Lots 4 and 11, Boundary Line Adjustment No. 11-104139 BA Rec 201107060289; Lots 1 & 2, SCBLA BLA 10-105107 BA, Rec 201007220318, in Snohomish County, Washington

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): 32092500401200 & 32092500401100 & 32092500401000 & 32092500400800 & 32092500400700 & 32092500400200 & 32092500400500 & 32092500400900 & 32092500400600 & 32092500100400 & 32092500101600

Dated: 12/23/2020

Ring Family Limited Partnership, a Washington Partnership

By:

Ring Family Group LLC, a WA LLC General Partner By: Riley Fogarty, Vice President, Authorized Agent

By:

Monica Zuckett
Ring Family Group LLC, a WA LLC General Partner By: Monica Zuckett, Treasurer, Authorized Agent

Statutory Warranty Deed
LPB 10-05

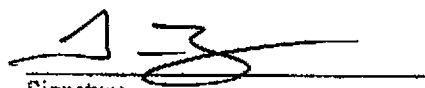
Order No. 20 0012 00

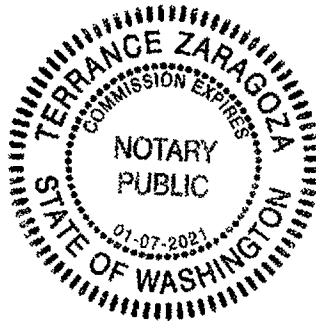
Att 21 – Statutory Warranty Deed for Ring
V1

STATE OF WASHINGTON
COUNTY OF ~~SKAGIT~~ KING

I certify that I know or have satisfactory evidence that Ring Family Group LLC, a WA LLC General Partner By: Riley Fogarty, Vice President and Ring Family Group LLC, a WA LLC General Partner By: Monica Zuckett, Treasurer, Authorized Agents of Ring Family Limited Partnership is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 23RD day of December, 2020


Signature
NOTARY PUBLIC
Title



My appointment expires: 01/07/2021

Statutory Warranty Deed
LPB 10-05

Order No. 20 0012 V12

Att 21 - Statutory Warranty Deed for Ring
V1

STATE OF WASHINGTON
COUNTY OF ~~SNOHOMISH~~ *Elliptical*

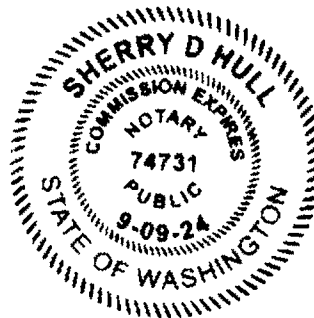
I certify that I know or have satisfactory evidence that Ring Family Group LLC, a WA LLC General Partner By: Riley Fogarty, Vice President, Authorized Agent of Ring Family Limited Partnership is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 23rd day of December, 2020

Sherry D. Hull
Signature

Accountant
Title

My appointment expires: *9/9/24*



Statutory Warranty Deed
LPB 10-05

Order No.: 20-8913-KH

Page 2 of 5

Att 21 – Statutory Warranty Deed for Ring
V1

**EXHIBIT A
LEGAL DESCRIPTION**

Property Address: NHN North Sauk River Road, Darrington, WA 98241
Tax Parcel Number(s): 32092500401200 & 32092500401100 & 32092500401000 & 32092500400800 &
32092500400700 & 32092500400200 & 32092500400500 & 32092500400900 & 32092500400600 &
32092500100400 & 32092500101600

Property Description:

Parcel A:

Lot 11, Boundary Line Adjustment No. 11-104139 BA according to the plat thereof recorded under Snohomish County Recording No(s) 201107060289, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington.

Parcel B:

Lot 10, Snohomish County Boundary Line Adjustment BLA 09-100057BA, recorded under Auditor's No. 201003310690, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington;

Parcel C:

Lot 8, Snohomish County Boundary Line Adjustment BLA 09-100057BA, recorded under Auditor's No. 201003310690, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington;

Parcel D:

Lot 6, Snohomish County Boundary Line Adjustment BLA 09-100057BA, recorded under Auditor's No. 201003310690, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington;

Parcel E:

Lot 4, Boundary Line Adjustment No. 11-104139 BA according to the plat thereof recorded under Snohomish County Recording No(s) 201107060289, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington.

Parcel F:

Lot 9, Snohomish County Boundary Line Adjustment BLA 09-100057BA, recorded under Auditor's No. 201003310690, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington;

Parcel G:

Lot 3, Snohomish County Boundary Line Adjustment BLA 09-100057BA, recorded under Auditor's No. 201003310690, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington;

Parcel H:

Statutory Warranty Deed
LPB 10-05

Order No. 20 2013 211

Att 21 – Statutory Warranty Deed for Ring
V1

Lot 7, Snohomish County Boundary Line Adjustment BLA 09-100057BA, recorded under Auditor's No. 201003310690, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington;

Parcel I:

Lot 5, Snohomish County Boundary Line Adjustment BLA 09-100057BA, recorded under Auditor's No. 201003310690, being a portion of the Southeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington;

Parcel J:

Lot 1, Snohomish County Boundary Line Adjustment BLA 10-105107 BA, recorded under Auditor's No. 201007220318, being a portion of the Southeast quarter of the Northeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington.

Parcel K:

Lot 2, Snohomish County Boundary Line Adjustment BLA 10-105107 BA, recorded under Auditor's No. 201007220318, being a portion of the Southeast quarter of the Northeast quarter of Section 25, Township 32 North, Range 9 East, W.M., records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

Att 21 – Statutory Warranty Deed for Ring
V1

EXHIBIT B

20-8913-KH

1. Right to make necessary slopes for cuts or fills upon property herein described as granted in deed recorded under Instrument Number 713105.
2. Easement granted to United States of America, as more fully set forth in the document recorded as Instrument No. 891147.
3. Reservation of oil, gas, or other minerals as set forth in instrument number 1116455, and all rights and easements appertaining thereto in favor of the holder of said interest and any party claiming by, through or under said holder. The Company makes no representation as to the present ownership of this interest.

The above has been amended or extended under document recorded under Instrument No. 199909140175

4. Easement granted to County of Snohomish, as more fully set forth in the document recorded as Instrument No. 201002020250.

Said easement supersedes and replaces easement recorded under Auditor's No. 200910300499.

5. Boundary Line Adjustment and the terms and conditions thereof recorded under Instrument No. 201003310690
6. Survey and the terms and conditions thereof, recorded under Instrument Number 201003315001.
7. Private Waterfront Access Easement including terms and conditions thereof as recorded in Instrument No. 201003310691.
8. Boundary Line Adjustment and the terms and conditions thereof recorded under Instrument No. 201107060289.
9. Rights of the State of Washington in and to that portion of the premises, if any, lying below the line of ordinary high tide or ordinary high water of the Sauk River, as said line exists today or may have existed in the past.
10. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
11. The right of use, control or regulation by the United States of America in exercise of power over commerce, navigation and fisheries.
12. Any question that may arise due to the shifting or change in the course of the Sauk River or due to the river having shifted or changed its course.

Statutory Warranty Deed
LPB 10-05

Order No.: 20-8913-KH

Page 5 of 5

SUMMARY and FISCAL NOTE*

| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
|--------------------|-----------------------------|---------------------------|
| City Light | Mike Haynes/684-4185 | Greg Shiring/386-4085 |

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to the City Light Department; accepting statutory warranty deeds to the Beeson, Brecht, Chen, Crosson, Fresonke, Judd, Marsall, McElfresh (two properties), Metzler and De Llaguno, and Rasmussen properties in Skagit County, Washington, and the Ring Family Limited Partnership property in Snohomish County, all for salmonid habitat protection purposes; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purposes, and ratifying the grants of Deeds of Right to the State of Washington on the Beeson, Brecht, Chen, Fresonke Judd, Marblemount LLC, McElfresh properties, and Rasmussen for salmon recovery and conservation purposes; placing said lands under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

This legislation authorizes the General Manager and Chief Executive Officer to accept statutory warranty deeds to the aforementioned properties in Skagit and Snohomish Counties, and ratifies the grants of Deeds of Right for nine of those properties to the Washington State Salmon Recovery Funding Board ("SRFB") for habitat protection purposes. All the properties were purchased as part of City Light's Endangered Species Act ("ESA") Early Action Program under the authority of Ordinance 121114. Both the Program and Ordinance stated criteria by which the City committed to assist in threatened species recovery and these properties meet the criteria by protecting salmonid habitat. Funding for the property acquisitions included \$624,000 in City Light funds and \$475,000 from the SRFB. This legislation places the acquired properties under the jurisdiction of the City Light Department. The funding for these acquisitions was already budgeted and does not require a new appropriation.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes ___ X No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes ___ X No

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

The properties will require monitoring to protect current habitat conditions. A land management plan was developed for the ESA Lands and funding has been set aside for both

management and monitoring of these properties. Grant funds are pursued as needed to maintain or improve habitat conditions.

Is there financial cost or other impacts of *not* implementing the legislation?

City Light would be out of compliance with the terms of the signed grant with the SRFB. This may ultimately result in a loss of the award for the properties and subject City Light to funding the purchase of the properties with other resources, including but not limited to ratepayer funds.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

No.

b. Is a public hearing required for this legislation?

Yes, a public hearing is held concurrent with Council hearing on the Ordinance.

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

d. Does this legislation affect a piece of property?

Yes, a map is included as an Attachment 1 to this Summary and Fiscal Note.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

None. As we work with willing private sellers, there are no communications with the public regarding the purchases of the properties.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

This legislation is likely to have a negligible impact on carbon emissions, with an overall slight decrease over time. Trees will be planted on the properties, capturing carbon, but to make a measurable difference, the trees would have to be fully mature. Trees planted on the properties in the next few years will not fully mature for upwards of 60-80 years. From a carbon emissions standpoint, not implementing the proposed legislation will not have a significant impact either way.

2. 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 is likely to have a negligible impact on climate resiliency, with an overall slight increase. As described in the previous question, trees will be planted on the

properties, capturing carbon, but to make a measurable difference, the trees would have to be fully mature. Trees planted on the properties in the next few years will not fully mature for upwards of 60-80 years. From a climate resiliency standpoint, not implementing the proposed legislation will not have a significant impact either way. There are no intersections of resiliency and race and social justice impacts for the reasons stated in Question 4e.

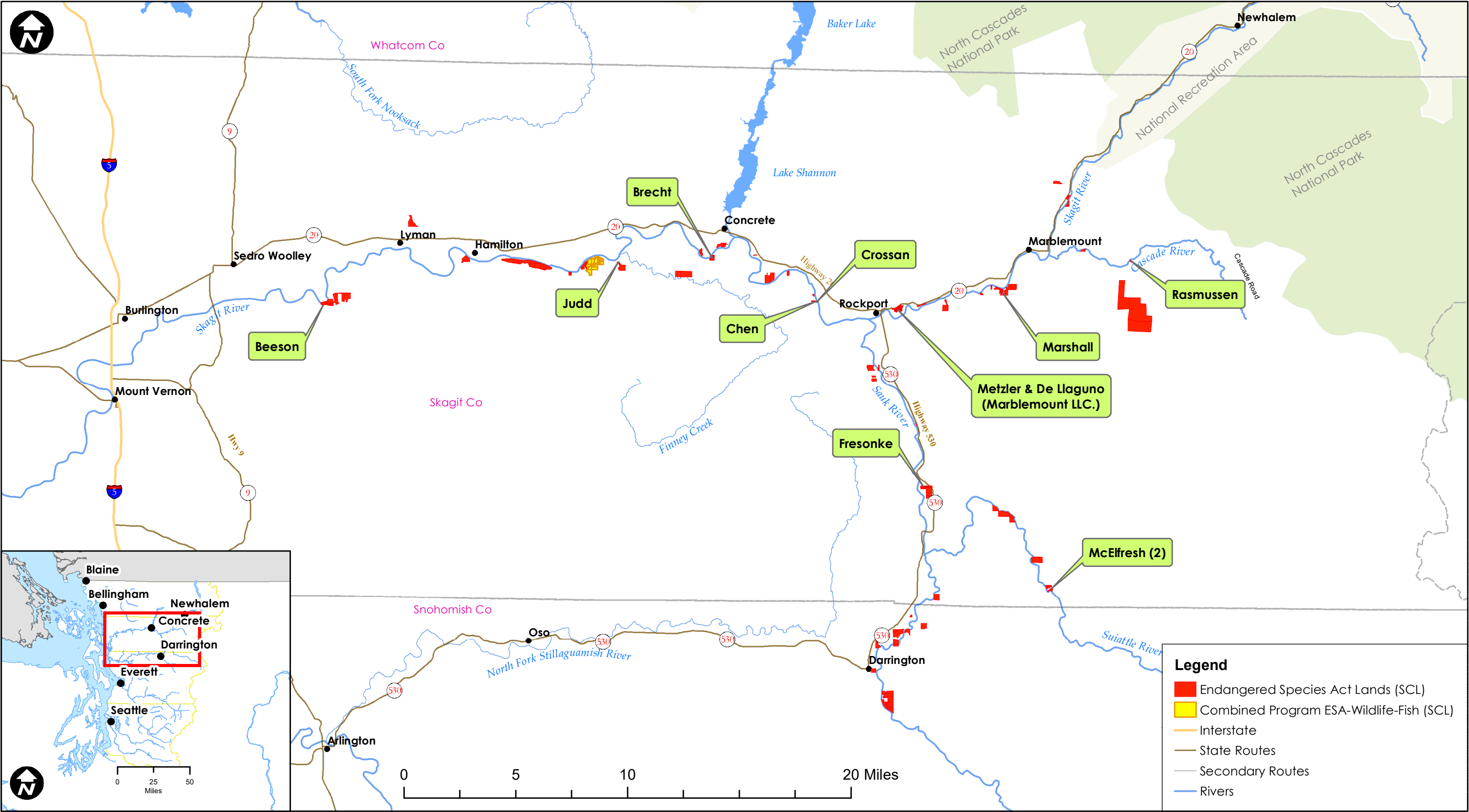
- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).**
NA.

List attachments/exhibits below:

Summary Attachment 1 – Map of Properties

Map of Properties

This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.





Legislation Text

File #: CF 314451, **Version:** 1

Petition of Seattle City Light to vacate a portion of Diagonal Avenue South, west of 4th Avenue South.

The Clerk File is provided as an attachment.

VACATION PETITION TO THE HONORABLE CITY COUNCIL OF THE CITY OF SEATTLE

Seattle City Light, the undersigned, being the owner of more than two-thirds of the property abutting on:

Diagonal Avenue South, west of 4th Avenue South

petition the City to vacate the right-of-way described as:

Commencing at the most southwesterly corner of that portion of Diagonal Avenue South vacated under by City of Seattle ordinance number 112889, under King County recording number 8607010965, and amended by City of Seattle ordinance 113226, under King County recording number 8701070967, said point of commencement also being the angle point at the intersection of the westerly and northwesterly lines of lot 2 of the plat of Fourth and Duwamish investment park, recorded under King County recording number 8307280903; thence north 01°09'28" east along the west line of said vacated Diagonal Avenue South 59.69 feet to a point at the northwesterly corner of the southeasterly portion of said vacated Diagonal Avenue South and true point of beginning; thence north 43°14'20" east along the northwesterly line of the southeasterly portion of said vacated Diagonal Avenue South 355.61 feet to a point that bears north 46°45'40" west and is 40.00 feet distant from a point on the southeasterly margin of Diagonal Avenue South and 38.41 feet northeasterly of the southwest corner of lot 4, block 304, of the unrecorded plat of Seattle tide lands, said point also being an angle point in said vacated Diagonal Avenue South; thence north 46°45'40" west 40.00 feet to the southeasterly line of the northwesterly portion of said vacated Diagonal Avenue South; thence north 43°14'20" west along said southeasterly line 311.31 feet to the southwesterly corner of the northwesterly portion of said vacated Diagonal Avenue South; thence south 01°09'28" west 59.69 feet to the true point of beginning.

Vacation contains 13,337.8 square feet, more or less.

Reserving to the City of Seattle all necessary slope rights including cuts or fills on the above-described former right-of-way property for the protection of the reasonable original grading of right-of-way abutting on the property after the vacation; and

RESERVING to the City of Seattle the right to reconstruct, maintain, and operate any existing overhead or underground utilities in the right-of-way until the beneficiaries of the vacation arrange with the owner or owners thereof for their removal.

SIGNATURE OF PETITIONER:

I declare that I am the owner of property that abuts the right-of-way described in the petition to the City Council for the above-noted right-of-way vacation. I understand the discretionary nature of the City Council decision and I have been informed of the vacation review process and all fees and costs and time frame involved. **For corporately held property, provide documentation of signatory authority.**

OWNER:

Debra Smith; Seattle City Light
General Manager & CEO

PROPERTY King County Parcel

Signature: Debra J. Smith

7666205760

Date: 4/2/2020

VACATION PETITION TO THE HONORABLE CITY COUNCIL OF THE CITY OF SEATTLE

I Debra Smith acknowledge that:

☒ Any expense that may be incurred in preparing, applying or obtaining any land use or construction permits in contemplation of such vacation is the sole risk of the petitioner;

☒ The City Council decision is at the end of the review process;

☒ The City Council decision on the vacation is discretionary, and will be based on the City's Street Vacation Policies contained in Resolution 31809 and other adopted policies;

☒ A Council decision to grant the vacation request does not exempt the property from the requirements of the City's Land Use Code or from conditioning of development pursuant to the State Environmental Policy Act (SEPA);

☒ I have been informed of the cost, obligations, petition requirements, Street Vacation Policies, the time frame involved in the review of a vacation petition; and

☒ I understand that property owners abutting the vacation area are obligated to pay a vacation fee in the amount of the appraised value of the right-of-way. State, federal or city agencies are not required to pay a vacation fee but are required to pay for all other fees and processing costs.

Debra Smith Petitioner 4/2/2020 Date

CONTACT INFORMATION:

Petitioner:

Seattle City Light

Debra Smith

General Manager & CEO

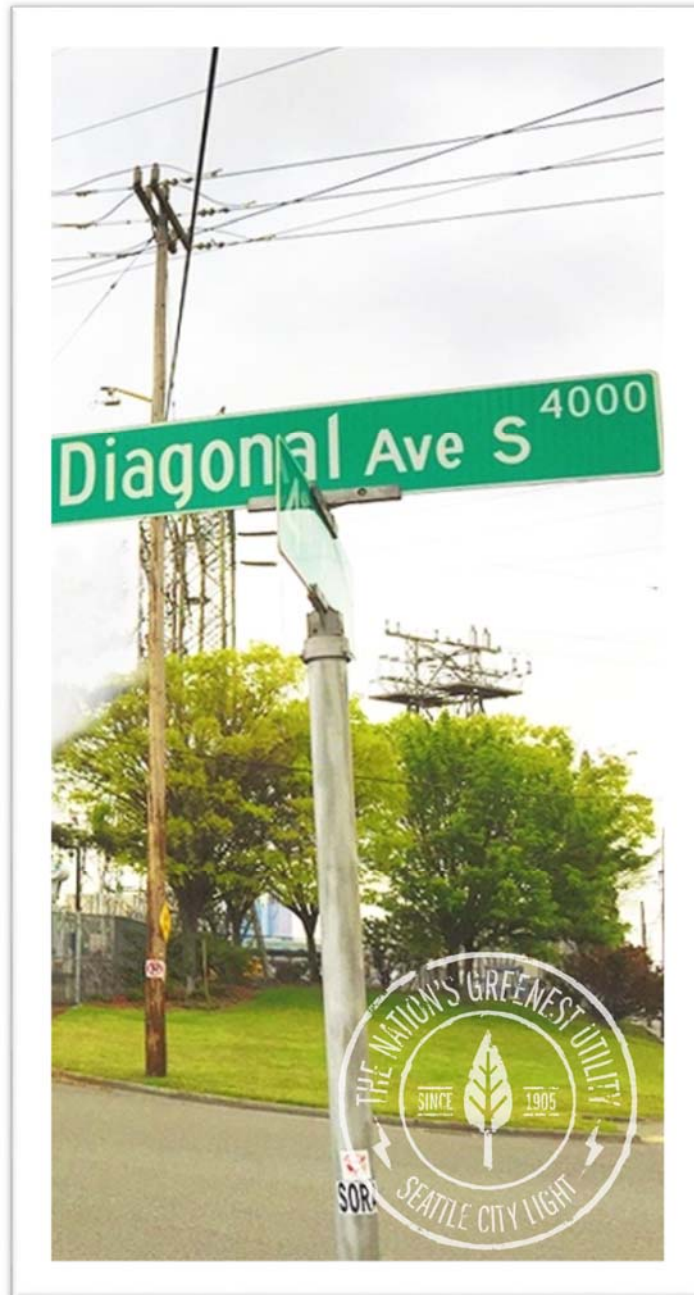
Project Contact:

Timothy Croll, Seattle City Light

Timothy.Croll@Seattle.gov

(206) 684-0806

If you have any questions regarding the vacation process, please call street vacation staff at 206.684.7564.



SEATTLE CITY LIGHT SOUTH SERVICE CENTER
STREET VACATION PETITION APPLICATION
JANUARY 2020



Seattle City Light

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SEATTLE CITY LIGHT PETITION FOR STREET VACATION
Diagonal Avenue South
Parcel # 766620-5760

INTRODUCTION

Seattle City Light (City Light) is a public agency of the City of Seattle. City Light currently uses a portion of Diagonal Ave. S. through a street use permit. This portion of the street is gated and not currently accessible to the public. City Light has determined that ownership of this portion of Diagonal Avenue South would result in significantly increased opportunities for property improvements.

The following is a petition to vacate this portion of the street in favor of City Light as the sole abutting property owner. A map showing the property and the proposed area of vacation is shown in Appendix A. The area is zoned Manufacturing/Industrial. The current and proposed uses of the vacated street are consistent with the City's zoning and environmental regulations.

I. SITE INFORMATION

LEGAL DESCRIPTION OF STREET PROPOSED TO BE VACATED

This legal description was updated through a survey commissioned in September 2019.

Commencing at the most southwesterly corner of that portion of Diagonal Avenue South vacated under City of Seattle Ordinance Number 112889, under King County Recording Number 8607010965, and amended by City of Seattle Ordinance 113226, under King County Recording Number 8701070967, said point of commencement also being the angle point at the intersection of the westerly and northwesterly lines of Lot 2 of the plat of Fourth and Duwamish Investment Park, recorded under King County Recording Number 8307280903; thence north 01°09'28" east along the west line of said vacated Diagonal Avenue South 59.69 feet to a point at the northwesterly corner of the southeasterly portion of said vacated Diagonal Avenue South and true point of beginning; thence north 43°14'20" east along the northwesterly line of the southeasterly portion of said vacated Diagonal Avenue South 355.61 feet to a point that bears north 46°45'40" west and is 40.00 feet distant from a point on the southeasterly margin of Diagonal Avenue South and 38.41 feet northeasterly of the southwest corner of lot 4, block 304, of the unrecorded plat of Seattle Tide Lands, said point also being an angle point in said vacated Diagonal Avenue South; thence north 46°45'40" west 40.00 feet to the southeasterly line of the northwesterly portion of said vacated Diagonal Avenue South; thence south 43°14'20" west along said southeasterly line 311.31 feet to the southwesterly corner of the northwesterly portion of said vacated Diagonal Avenue South; thence south 01°09'28" west 59.69 feet to the true point of beginning.

See Appendix A for a map of the site and site topography and utilities.

SITE ADDRESS

3613 4th Ave South,
Seattle, WA 98134

VACATION ADDRESS

4101 Diagonal Avenue South,
Seattle, WA 98134

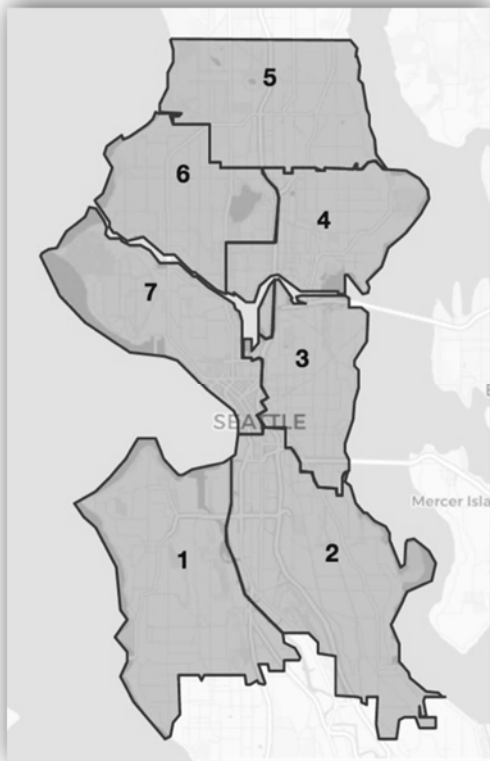


Figure 1. Seattle City Council Districts, 2019.

CITY COUNCIL DISTRICT

The project site is in Seattle City Council District 2.

SITE AREA

The site is roughly 343' long at its longitudinal centerline and 40' wide for its full length. It tapers south at its western edge. The site is approximately 13,333.7 sq ft. in area. It is enclosed by a chain link fence and is currently used for storage and parking overflow by City Light.

SITE CONSTRAINTS

The site is sandwiched between a 20' width north and a 40' width south of it that were vacated through in 1986. Both of these strips are owned by City Light. Beyond these is City Light's fully developed block toward the north and the block with Gull Properties and Costco to the south. On the other two sides are the public rights-of-way of Diagonal Avenue South along its eastern edge and 2nd Avenue South along its western length. In and beyond the 20' width of Second Avenue South are the Burlington Northern Railroad lines. Several large stormwater pipes and a sanitary pipe run below the vacation right-of-way.

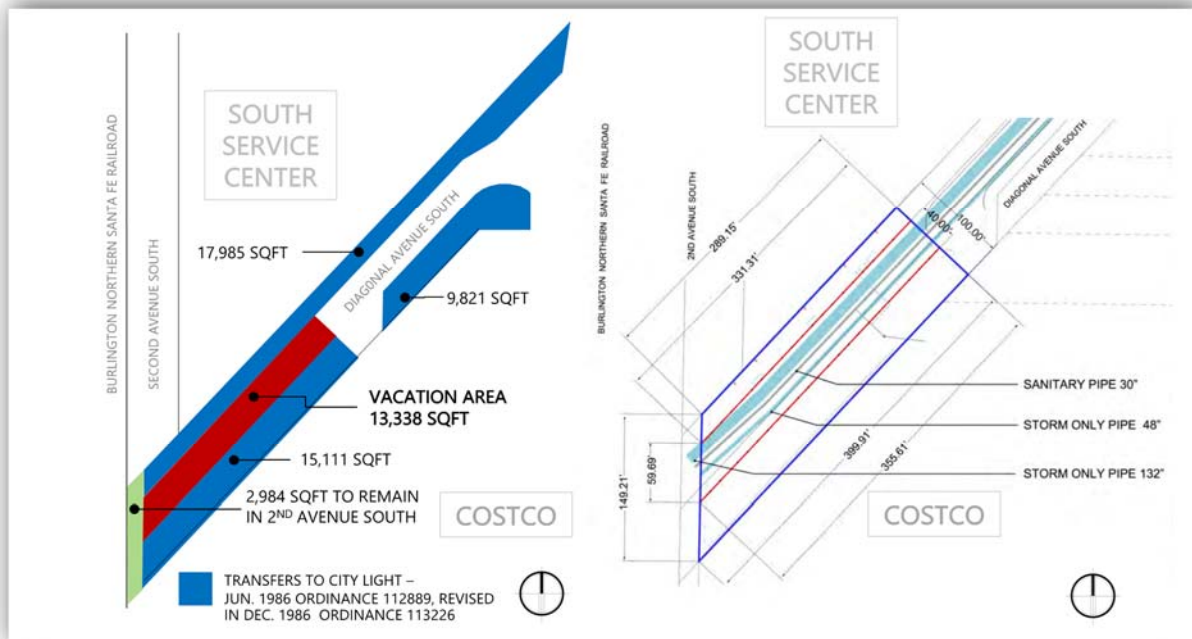


Figure 2. Vacation site details and dimensions. Underground utilities are shown.

SITE ZONING AND OVERLAY

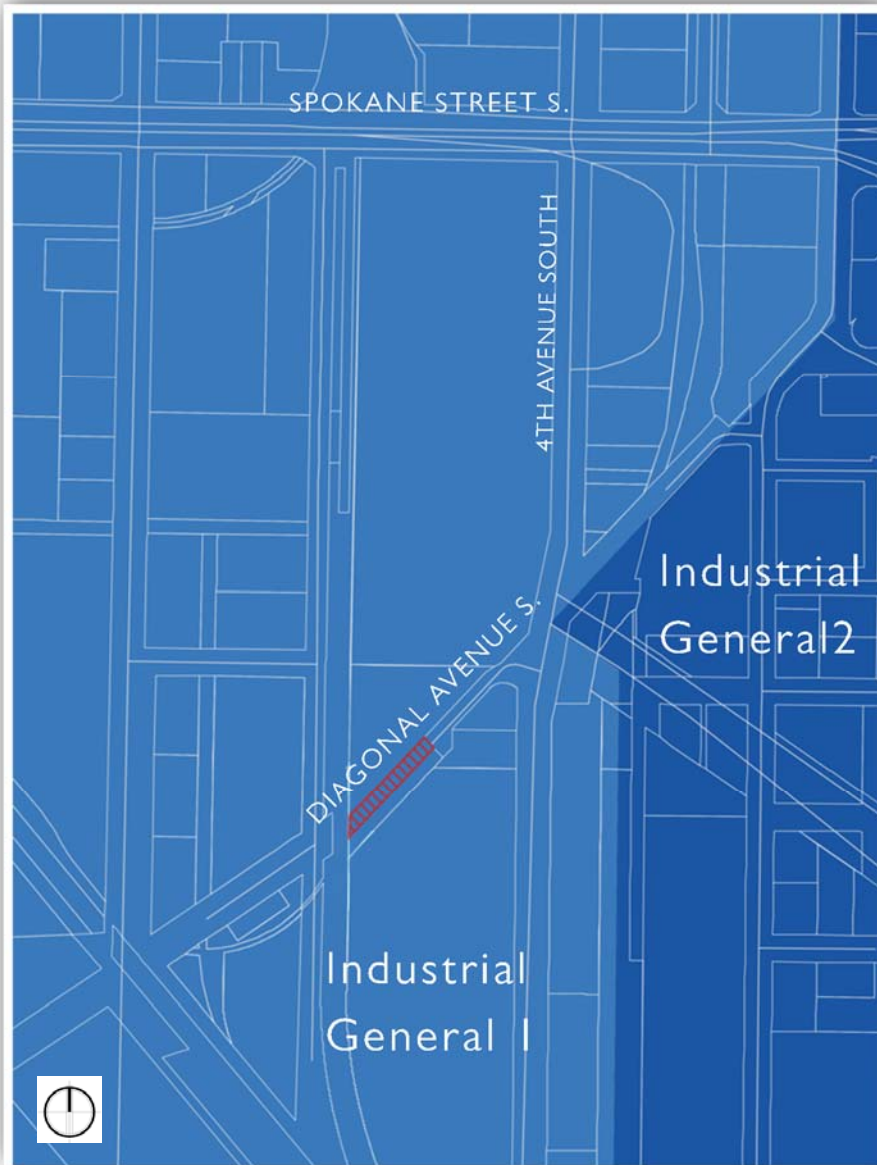


Figure 3. Industrial zoning districts.

The site lies within Seattle's Industrial General (1) zoning district. The intent of this industrial zone is to promote development of businesses that incorporate a mix of industrial and commercial activities, while accommodating a wide range of other employment activities. Of relevance to this site is that this zoning district protects rail-related industrial areas and allows utility services, which is the primary activity on City Light's property. These activities are not restricted by a maximum height limit or a maximum size of use.

II. PROJECT INFORMATION

DEVELOPMENT TEAM INFORMATION

Seattle City Light is seeking this petition. The points of contact are:

Ruth Meraz-Caron
Seattle City Light, Project Manager
Ruth.Meraz-Caron@seattle.gov
(206) 684-3094

Timothy Croll
Seattle City Light, Strategic Advisor
Timothy.Croll@seattle.gov
(206) 684-0806

BACKGROUND INFORMATION ON COMPANY/AGENCY PROPOSING THE VACATION

Seattle City Light is the public utility that provides electrical power to ratepayers in Seattle and to a few other parts of the metropolitan area. City Light has been providing electric power since 1910.

City Light manages over 127 major facilities totaling approximately 1.3M BSF, including two Service Centers, the North Service Center and the South Service Center. Built in the 1950s and 1920s respectively, City Light's North and South Service Centers form the backbone of City Light's operations and directly impact the utilities' mission to provide reliable, low-cost power to customers. Essential functions central to City Light's mission that are located in the Service Center include line trucks and dispatching; materials and equipment; shipping and receiving; staging of supplies; shops operations; and fabrication to support power generation, transmission and distribution work.

There are large inventories of transformers, cable reels, fleet line trucks, aerial lift trucks, shops machinery, and other equipment. The Service Yard is constrained and highly congested. The integration of the Diagonal Avenue South right-of-way through a street vacation offers the opportunity to accommodate growth and reconfigure the Service Yard to meet changing needs.

DESCRIPTION OF CURRENT CONDITIONS AND USES

The vacation address is 4101 Diagonal Avenue South, Seattle, Washington 98134. City Light has operated on the subject property under a street use permit from SDOT for many years. It is confined by a dated chain link fence. The property is used as an auxiliary, low-security yard for the storage of materials such as landscaping materials and equipment, and occasionally, maintenance vehicles and trucks.

The Diagonal Avenue South site is narrow and long, and a chain link fence separates it from the Service Center. It has inadequate lighting and has been subjected to theft several times, resulting in the loss of expensive equipment. The property is inefficient to access, not very secure, poorly paved, and has an inadequate drainage infrastructure.

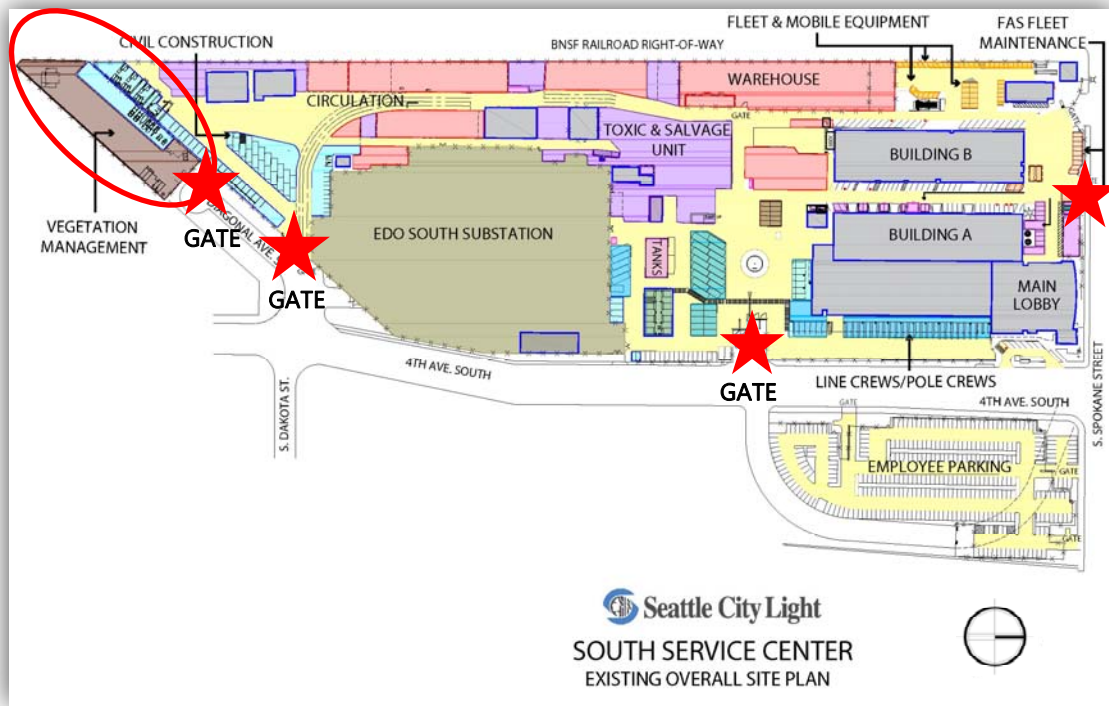


Figure 4. The South Service Center property is congested with storage, parking and other functions.

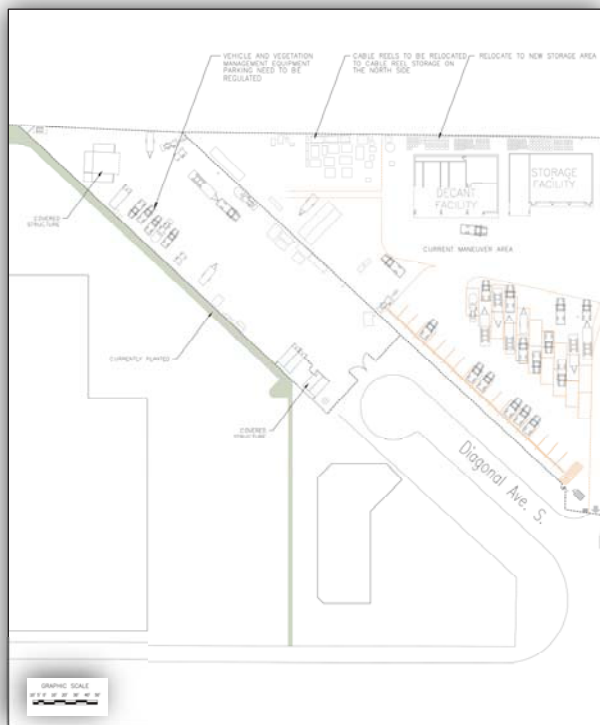


Figure 5. Existing use of the Diagonal Avenue South right-of-way.

PROJECT DESCRIPTION

City Light's need for efficient, secure storage is becoming increasingly urgent as industrial space becomes scarcer and more expensive within the city. It is seeking to make over \$1.5 million in improvements on Diagonal Avenue South. It needs to protect these investments by acquiring full ownership of the area.

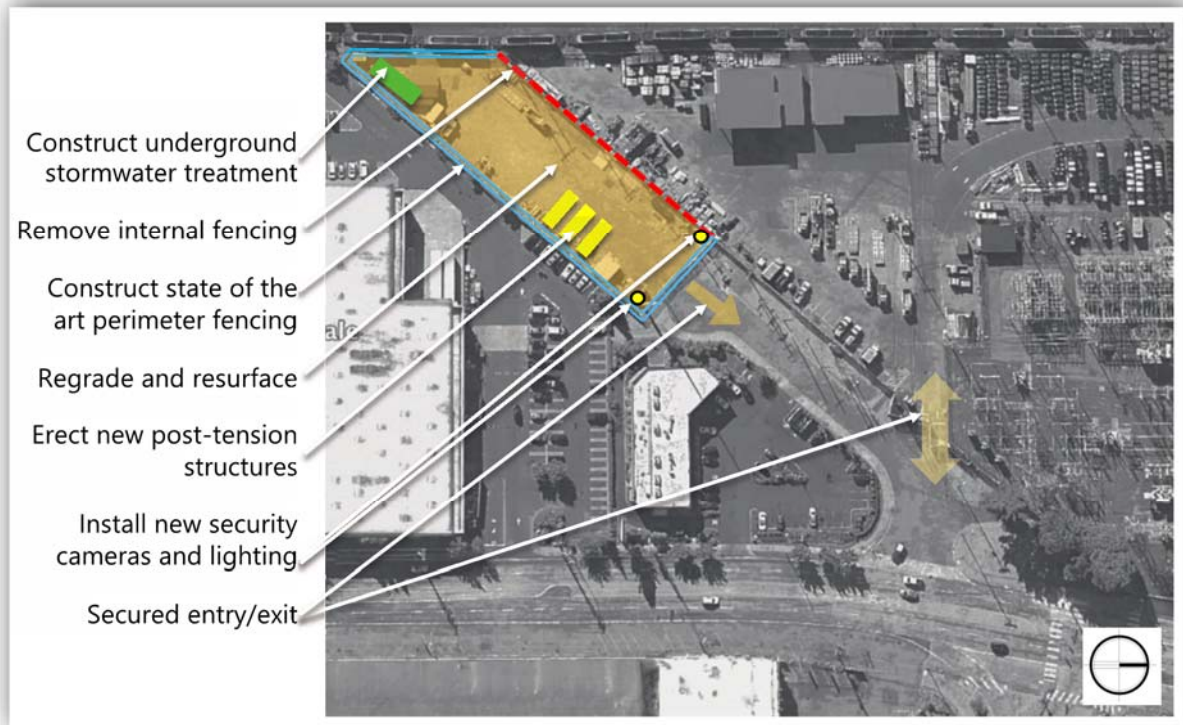


Figure 6. Plan diagram of proposed site improvements.

At this point in time, significant investment in the Diagonal Avenue South property is necessary to improve drainage and pavement, and to provide greater security for the site. City Light also plans to add a temporary tension-fabric structure to the site to provide an indoor venue for the spray coating of steel plates. Some of these improvements are necessary pursuant to a recent site inspection made by the Washington State Department of Ecology. Safety improvements will be constructed in conformance with the standards set forth in City Light's Design and Construction Guidelines for Security Facilities, adopted by City Light's Office of Internal Compliance in 2013. From City Light's perspective, the level of investment necessary is justified only if it owns the property.

The improvements proposed for the Diagonal Avenue South right-of-way include the following:

- Provide weather protection to stored materials and equipment with tension-fabric structures.
 1. Improve stormwater runoff quality into the Duwamish River.
 2. Reduce airborne particulates from unprotected material.
- Install security lighting around the perimeter of the site.
 1. Improve site security.

- Erect a new perimeter fence, per Seattle City Light's Security Standards.
 1. Improve site security.
 2. Surface regrading and repaving that will reduce flooding and freezing during heavy rain.
 3. Improve stormwater runoff quality into the Duwamish River.
 4. Improve site security.
- Remove the fence between the South Service Center and Diagonal Avenue South right-of-way
 1. Allow the property to be more efficiently used.
 2. Reduce administrative overhead.
 3. Integrate circulation with South Service Center yard.
 4. Improve safe circulation for oversized vehicles.

These improvements will allow the South Service Center to function as a single site with controlled entry. It will allow for better site utilization and public safety. With the stormwater improvements it seeks to make, City Light will operate at higher levels of sustainability. The improvements will not preclude vehicle, bike, and pedestrian use adjacent to the site.

The project is in alignment with the City's equity goals and the Race and Social Justice Initiative, as it will directly lead to improved on-site personnel safety and support the Duwamish River Clean-up through higher quality of stormwater runoff.

"VACATION" ALTERNATIVE

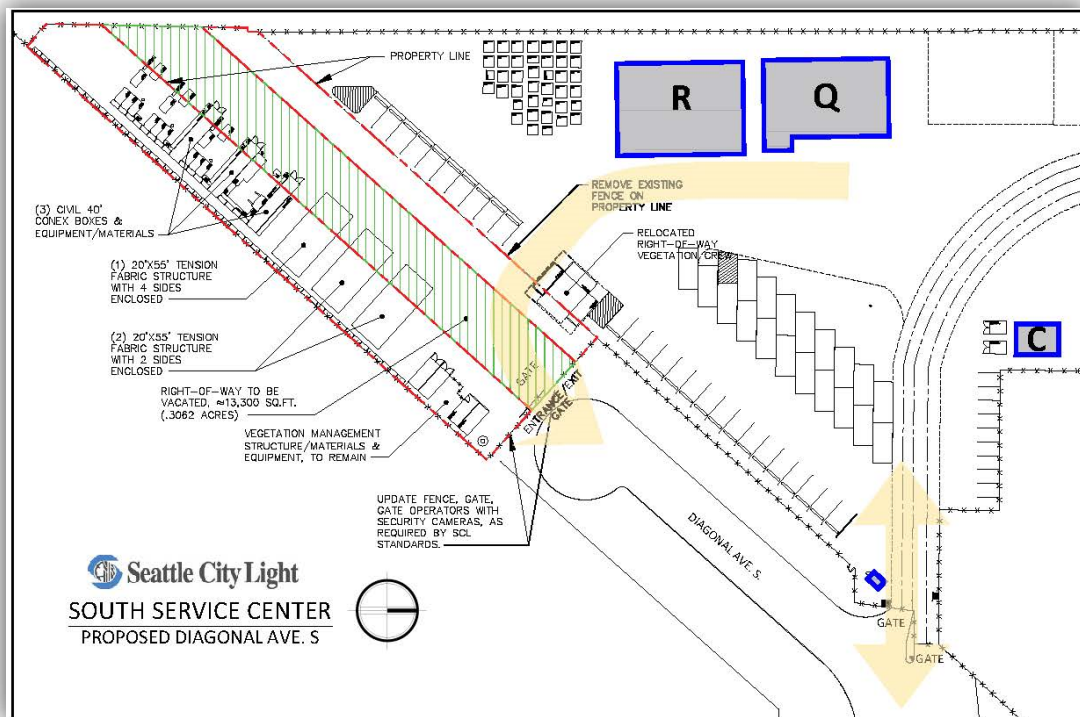


Figure 7. Removing the fence between Diagonal Avenue South and the South Service Center will improve traffic flow on the site.

PROJECT COST ESTIMATE

Property adjacent to the ROW to be vacated has been assessed at \$40/square foot. City Light is seeking to make over \$1.5 million in improvements on Diagonal Avenue South.

“NO VACATION” ALTERNATIVE

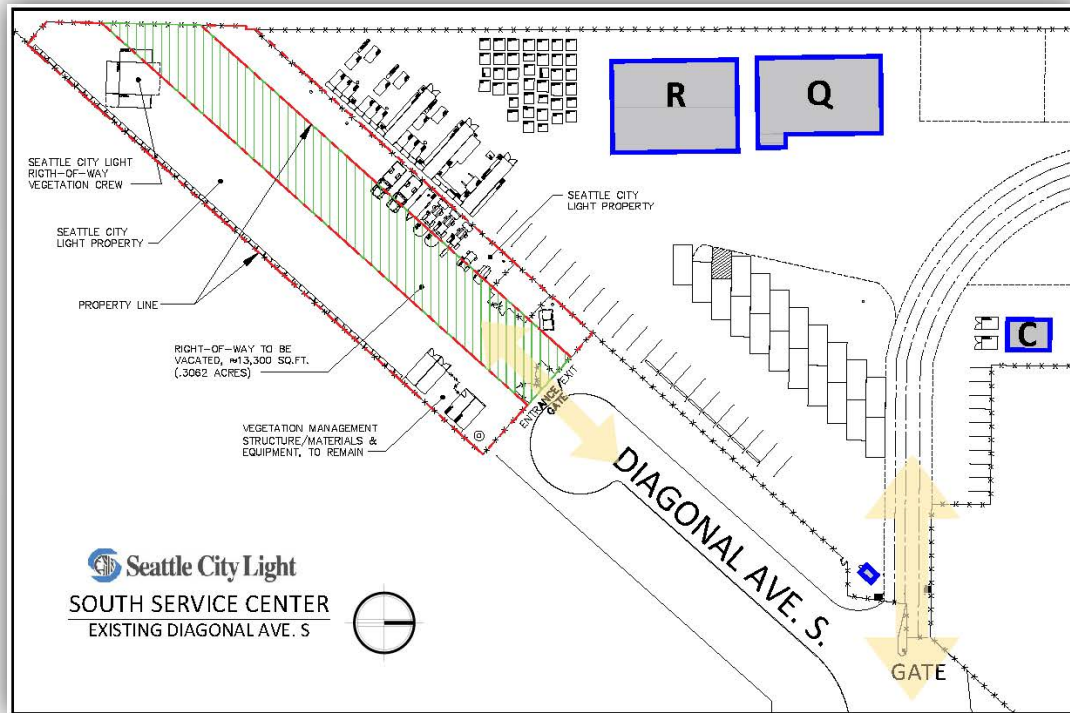


Figure 8. No vacation alternative traffic circulation.

The remaining Diagonal Avenue South right-of-way is sandwiched between City Light properties. It is not accessible from the main South Service Center yard and can be accessed during the day only from the single entry facing 4th Avenue South. The full right-of-way is surrounded by a 10'-tall chain link and wood fence. Its surface is uneven. As a result, water often pools, and occasionally freezes over during winter months. The site is used for storage of materials and equipment, and occasionally used for long term vehicle parking. The site is currently not secured in a manner consistent with City Light standards and has been subjected occasionally to theft of equipment.

The site has:

- One-way in and out access Limited use due to narrow width
- Limited use at its western edge
- Uneven surface that is dangerous for walking
- A tendency to flood during higher tides and heavy rain events
- An old and poorly secured peripheral fence
- Reported break-ins and thefts

With the “No Vacation” alternative

- Improvements will not be made to property not owned by City Light.
- No new capital improvements can be accommodated in the adjacent South Service Center since the South Service Center is fully programmed.
- City Light will maintain the status quo of current site use.
- There will be no public benefit of open space in Georgetown (see Section V).

PROPOSED DEVELOPMENT TIMELINE

Should this petition be approved by City Council, after street vacation approval, City Light will:

- Transfer ownership of public benefit property to Seattle Parks (3Q, 2020) (See Section V.).
- Proceed with Diagonal Avenue South site improvements (3Q, 2020).
- Seattle Parks develops off-leash area at flume with financial support from City Light (2020 - 2021) (See Section V.).

LAND USE INFORMATION

According to the 2019 Seattle Comprehensive Plan, the Diagonal Avenue South right-of-way and the South Service Center lie in the City’s Greater Duwamish Manufacturing/Industrial Center. This is an important area of employment and economic development in the city. Land in the Duwamish Manufacturing/Industrial Center is maintained for industrial uses, including manufacturing, assembly, storage, repair, distribution, research about or development of tangible materials and advanced technologies; as well as transportation, utilities, and commercial fishing activities.

The comprehensive plan specifically asks that the City should:

- GD-P4 Encourage site assembly that will permit expansion or new development of industrial uses.
- GD-G8 Maintain the Duwamish Manufacturing/Industrial Center as a manufacturing /industrial center promoting the growth of industrial jobs and businesses and strictly limiting incompatible commercial and residential activities.
- GD-P47 Strive to provide stormwater facilities that help increase pavement durability.
- GD-G18 Sufficient incentives exist in the industrial area so that the private sector can remedy environmental contamination and contribute to the expansion of the industrial job base.
- GD-G20 Public investments contribute to a sense of community identity and enhance public safety.
- GD-P48 Recognize crime prevention as a significant contributor to economic vitality in the Duwamish Manufacturing/Industrial Center and to the quality of life in the surrounding residential communities.

Every improvement proposed for the site helps City Light meet one of the above comprehensive plan goals.

The Seattle Design Commission will review the project and the public benefit and will advise the City Council. SDOT will review the totality of the vacation proposal and makes the recommendation to the City Council, including the important review by the Design Commission. With the vacation

approval, the current street use permit that City Light has with SDOT for many years will be retired and City Light will own the right-of-way. This will be recorded through an ordinance. Under state law (RCW 35.79.040), the Diagonal Avenue South right-of-way, once vacated, will revert to the abutting property owners, one-half to each, upon City Council approval. For Diagonal Avenue South, since City Light owns the property on either side of the vacation site and it will take full ownership of the right-of-way that is currently fenced in.

URBAN DESIGN ANALYSIS



Figure 9. Aerial view of the industrial area looking west.

The area around the South Service Center and Diagonal Avenue South is used primarily for industrial activities. There is little blocking the view from and into Diagonal Avenue South. Similarly, the view from Diagonal Avenue South is not significant in any direction. Also, the proposed development in Diagonal Avenue South is insignificant in scale and visual impact to the towers and wiring of the substation and will not block any significant view in any direction. The aesthetic of this area is definitively industrial. The temporary storage and maintenance facilities proposed for the site align with the appearance of the rest of the district. They will not create any distractions or contribute to buildings with non-conforming character.



Figure 10. . Aerial view of the industrial area looking west.

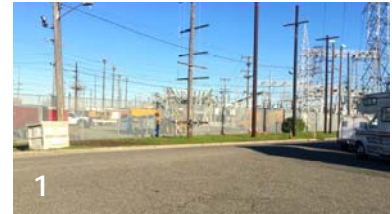


Figure 11. Aerial view of the industrial area looking east.



TRANSPORTATION

Diagonal Avenue South is designated a Minor Industrial Access Street. These are located within the Manufacturing and Industrial Centers and serve a range of existing uses such as industrial, commercial, or manufacturing. These streets are designed to accommodate the standard design vehicle, SU-30 with a 42' turning radius. This street type can have a curbless condition with large flex zones that can accommodate bioretention, parking for larger vehicles, or larger street trees.

Minor Industrial Access Streets may provide opportunities for temporary parking of trucks or staging of equipment or other materials associated with industrial uses. Therefore, the current and proposed use of Diagonal Avenue South aligns with its designated purpose.

| Diagonal Avenue South Details | |
|-------------------------------|---|
| Street Type | Minor Industrial Access |
| Arterial Classification | Not Designated |
| ROW Width - Minimum | 52' |
| Street Type Standards | More info |
| Curb Radii | 20' |
| Bicycle Master Plan | Neither Diagonal Avenue South nor 4 th Avenue South is on a bike route |
| Transit Master Plan | 4 th Avenue South and not Diagonal Avenue South is on the Frequent Transit Network |
| Freight Master Plan | 4 th Avenue South, and not Diagonal Avenue South, is a major transportation corridor for freight |
| Pedestrian Master Plan | 4 th Avenue South, and not Diagonal Avenue South, is in the moderately high area for pedestrian improvements |

Diagonal Avenue South is one of the few Minor Industrial Access Streets that are on the freight network. While it is critical to design for freight circulation on these street segments, Diagonal Avenue South is not a through-street. Freight access on Diagonal Avenue South is only for large truck egress and ingress into the South Service Center.

There is limited transit service on 4th Avenue South due to the nature of demand for transit in the Industrial Center. There is very little pedestrian activity beyond the chain link fence that is not related to the South Service Center. The low pedestrian volumes on 4th Avenue South require highly visible and controlled crossing opportunities. In general, design requirements for Minor Industrial Access Streets are that of a pedestrian zone of 6' width and limited curb cuts and driveways. Street trees, permeable pavement, landscaping, and rain gardens are encouraged in the public right-of-way of Minor Industrial Access Streets. For programming the public space in the Manufacturing and Industrial Centers, improvements such as wayfinding, vending, and public art are allowed.

Vacating the Diagonal Avenue South right-of-way will have little to no impact on either the pedestrian flow, transit use or vehicular traffic on 4th Avenue South. If the Diagonal Avenue South gate is used only for exiting traffic, the flow of freight traffic into the South Service Center could be simplified, reducing the chances of collisions.

UTILITIES

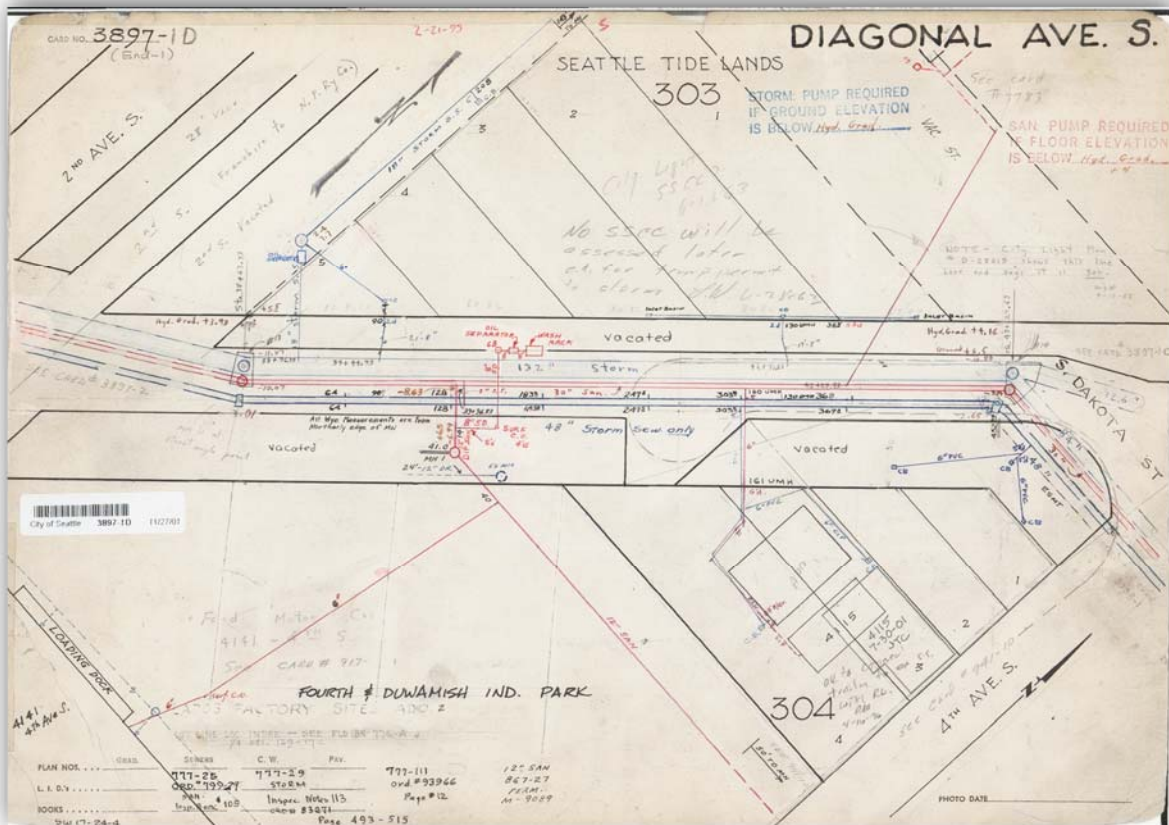


Figure 12. Storm drain and sewer map for Diagonal Avenue South.

Currently there are three major underground utility pipes within the fenced-in area of the Diagonal Avenue South right-of-way. The 132" diameter stormwater pipe handles stormwater. Another 48" diameter stormwater drain runs below while a 30" sanitary sewer collects discharges from adjoining properties and connects to a main line further west. These are between eight and eleven feet underground.

The redesign of Diagonal Avenue South takes into consideration the location of these utility pipes underground. Therefore, only temporary new structures with shallow or no underground foundations are being planned along this right-of-way. A stormwater treatment system is being planned for the runoff from Diagonal Avenue South. This is being planned for in the lowest point, which is at the southwest corner of the site. It is likely that this will feed into the 48" stormwater pipe. The stormwater system will be designed with SPU review, so as to not impact the pipes during construction or operations.

SPU's access to their infrastructure will be protected by a partial transfer of jurisdiction or by other means acceptable by SPU.

HISTORIC SITES OR BUILDINGS

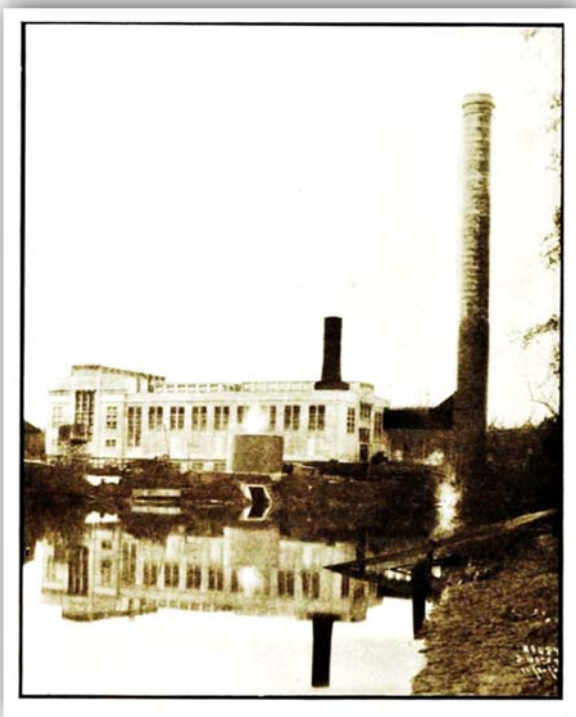


Figure 13. The historic Georgetown Steam Plant.

While the vacation proposal is not in an area of historic significance, the flume property (see Section V.) was connected in the past to the historic Georgetown Steam Plant.

COMMUNITY ENGAGEMENT PLAN

As per Council Resolution 31809 adopted in May 2018, the Department of Neighborhoods set in place the community outreach and engagement program for this Street Vacation project. As per their direction, an extensive community outreach process was conducted in 2019. This is recorded in Appendix D. CREÄ Affiliates, along with City Light communications staff, conducted a multi-pronged strategy for public outreach and engagement. The strategy corresponds to **the Public SCL Public Outreach & Engagement Strategy**, approved by the Department of Neighborhoods on 5/15/19.

This strategy entailed:

- Digital outreach
- Emails
- Website
- Survey
- Social media
- Printed outreach
- Direct mailers
- Posters
- In-person public engagement
- Delivery of door-to-door notices
- Public meetings and presentations in SODO and Georgetown
- Stakeholder interviews

The outreach methods varied in their reach into the community. Feedback during the door-to-door outreach suggests that the direct mailings to area businesses and property owners as well as emails from local organizations had the greatest reach.

Overall, community members had no major objections to the street vacation petition since the area has not been used as a right-of-way for many years and there is no interest in using it as an access across the Burlington Northern railroad tracks. With regard to the transfer of the flume property, SODO representatives maintained that, with Diagonal Avenue South being in the SODO area, some public benefits should be invested into the SODO area. In Georgetown, a couple of property owners near the flume property expressed concern about locating an off-leash area (OLA) for dogs at the

flume property due to the crime that it has attracted in the past. Others expressed their interest in the site hosting other activities as well, including a trail. Concerns about the reality of the OLA being activated in the near future were addressed by a presentation to the Georgetown Community Council (GCC) Open Space Committee. This presentation by SCL staff summarized a memo of agreement between SCL, SeattleParks and Recreation, and the Seattle Department of Transportation (see Appendix E) that details expenses being borne by each department. These funds would help prepare the property and have it fenced for use as an off-leash area for dogs as well as a possible bicycle/pedestrian trail segment.

Results of the survey (see appendix D, page 39) show that an overwhelming 83% of respondents agree that the property transfer to Seattle Parks & Recreation is a fair public benefit in exchange for SCL's Street Vacation petition for Diagonal Avenue South.

III. VACATION POLICIES (Public Trust Analysis)

This project aligns with the City's vacation policies' values. Seattle's Street Vacation Regulations require the analysis of separate issues in order to determine whether the vacation of a street will benefit the public. The City provides specific guidelines as to how those issues will be reviewed as the street vacation petition is considered.

CIRCULATION

That portion of Diagonal Avenue South that is proposed for vacation lies at the end of the street. The street is gated and not currently available for use by the public. It dead-ends at a railroad track. Because this portion of the street is not accessible for public use, vehicular circulation will not be impacted. The street vacation will not result in negative effects on the current or future needs for the City's vehicular, bicycle, or pedestrian circulation systems.

The proposed street vacation will result in no increases of traffic volume on Diagonal Avenue South or any surrounding streets. Upon review of the City's Transportation Plan, it appears that there are no goals or policies set forth in that plan that would be in conflict with this proposed action. Because the section of street proposed for vacation is a dead-end street, it is not used or relied upon for access to any other area of the city and provides access only to those properties that abut it. Other than City Light, the occasional customer from Gull properties uses the Diagonal Avenue right-of-way east of the vacation site, for exiting the property. The vacation will not impact this vehicular movement.

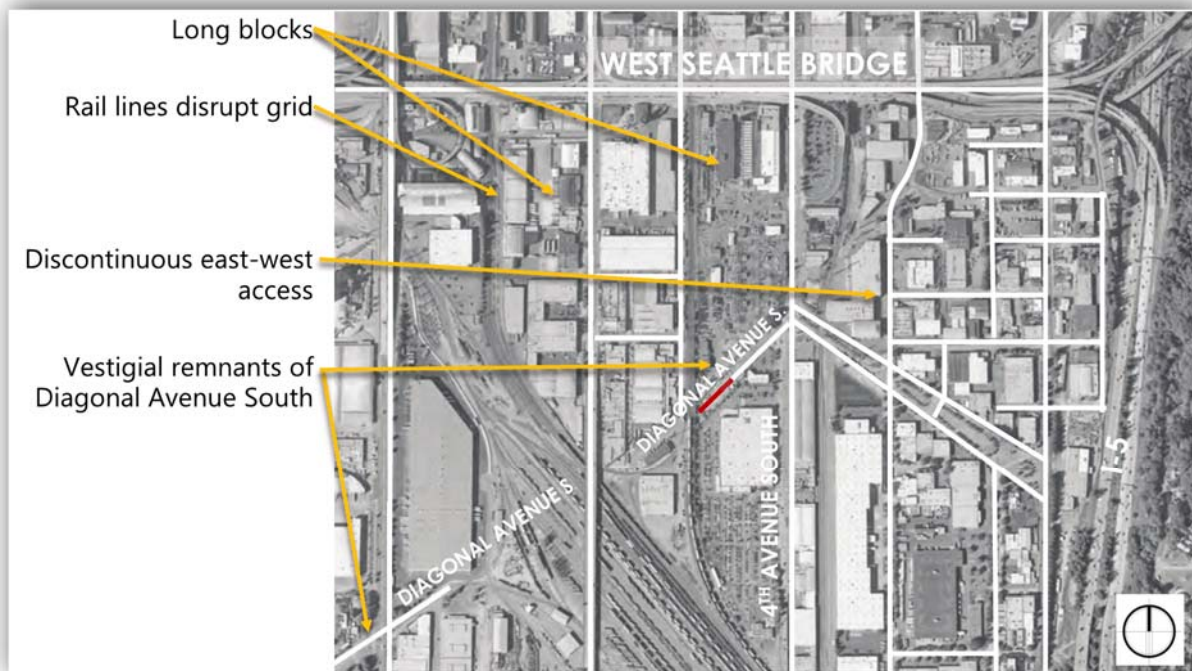


Figure 14. Circulation and block lengths around the vacation site.

ACCESS

The proposed vacation will result in the property being accessed by City Light vehicles using existing entrances located on 4th Avenue South. Access to any other property located in this vicinity will not

be impacted by this street vacation. No changes in existing traffic patterns, and no additional turning movement conflicts from vehicles entering the property from 4th Avenue South, are anticipated.

UTILITIES

The area proposed for vacation contains storm drainage and a sewer, as shown in Appendix A. Petitioners will provide a partial transfer of jurisdiction (similar to an easement) access to SPU to maintain their pipes as necessary.

FREE SPEECH

The subject property and the leased property surrounding it are restricted from public access by a gate and a fence for security purposes. The public does not have, and has not had in the past, access to use this property for free speech purposes. Other nearby properties may be available for such purposes.

In addition, as part of this street vacation and site acquisition, City Light is proposing to convey to the Seattle Parks and Recreation Department and the Seattle Department of Transportation another property that is more suitable to enable free speech. That property, approximately 46,000+ square feet in area and located on East Marginal Way in the Georgetown neighborhood, is well suited to accommodate future free speech opportunities for the public. That property, known as the flume property, is featured as a priority site in the Georgetown Open Space Vision Framework, sponsored by the Seattle Parks Foundation. The flume property is mapped and described in greater detail in Section V of this petition, "Public Benefits Analysis."

PUBLIC ASSEMBLY

For security purposes, the subject property and the leased property surrounding it are restricted from public access by a gate and a fence. This is not an area where public assembly is now permitted, nor has it been permitted in the past. Diagonal Avenue South is also not located adjacent to any public use. As part of this street vacation and site acquisition, the flume property in the Georgetown neighborhood is being proposed as a public benefit for the vacation of this portion of Diagonal Avenue South. The flume property is more suitable for public assembly. See Section V of this petition for greater detail of the flume property.

OPEN SPACE

The properties adjacent to the street proposed for vacation are used for purposes classified by the City as industrial. It is not an area that has been or would be classified as open space. The Diagonal Avenue South right-of-way does not contribute to open space. It is not used for play or recreation. It is also not an area of neighborhood focus or activity, and there are no impacts to privacy that would result from the proposed street vacation. This street is not identified or designated as open space in Seattle's Comprehensive Plan, its Land Use Code, or any other plan adopted by the City.

However, as part of this street vacation and site acquisition, City Light is proposing to convey another property that is more suitable for use as open space. There is broad public support for the acquisition of this East Marginal Way property (the flume property), and the GCC Open Space Committee has worked with City Light for years in the hopes of acquiring this property for open space amenities.

LIGHT AND AIR

The vacation of this street will have no impact on the light and air enjoyed by neighboring properties. This action will not result in any shadows being cast on any surrounding property. There

are no public spaces near this site that will be impacted in any way. Since the existing use of the property is not expected to change in any significant manner, no long-term impacts to light and air on this or nearby properties are anticipated.

VIEWS

That portion of Diagonal Avenue South proposed for vacation is level land of low elevation. It is located in an industrial area surrounded by commercial and industrial properties and railroad tracks. The property enjoys no mountain, water, or urban views. There are no designated view corridors on or near this area. There are no designated scenic routes, landmarks, skylines, or other points of civic or cultural interest visible from this property. Future uses of the subject property do not include buildings or structures that would impact views that may now be enjoyed by other properties.

In summary, no views will be impacted by the vacation of this street section.

LAND USE AND URBAN FORM

The portion of property proposed for vacation, and the land immediately abutting it, are designated in Seattle's Land Use Plan as part of a manufacturing/industrial center. The intended character of the area is and will remain manufacturing/industrial. This action will not disrupt any existing pattern of development, and will not create any inconsistencies in the development plan for the area.

The current and proposed uses of the subject property are fully consistent with the goals and policies set forth in the City's Land Use Plan. The use of the property will not change. The size, scale, and character of the existing development meet the needs of City Light as it pursues its mission to provide safe and cost-effective utilities for Seattle residents. That size, scale, and character are not expected to significantly change as a result of the street vacation.

As noted earlier, that portion of Diagonal Avenue South proposed for vacation has been closed and not available for public access for many years. Thus, since the vacation will not alter the current use or availability of the property, there are no transportation impacts anticipated by the proposed action. The Transportation Element of the Seattle Comprehensive Plan contains no concepts or prohibitions that would apply here.

The block that will be formed as a result of the proposed street vacation is fully consistent in size and character with other blocks in this manufacturing/industrial area. The property located nearest to the proposed street vacation that is not owned by City Light is a Costco big-box retail establishment. (Note: Costco does not abut the street to be vacated). While Costco shares a property boundary with City Light's property near the South Service Center, no changes in vehicular access to the Costco property would result from the proposed street vacation. There is currently a fence located on the property line separating the two properties.

The Urban Village and Neighborhood elements of the plan do not apply to this proposal. However, the conveyance of the flume property on East Marginal Way would be fully consistent with current and proposed plans for the Georgetown neighborhood.

OTHER CONSIDERATIONS

As noted earlier, the subject portion of the Diagonal Ave. S. ROW is currently being used by City Light under a street use permit. Significant improvements to the property are currently being considered, including storm drainage improvements and a fence upgrade to improve security. These improvements will require a significant financial investment by City Light, an investment that City Light is reluctant to make without owning the property in question. The vacation of the designated

portion of Diagonal Avenue South in favor of City Light as the sole abutting property owner, provide a basis for improvements that will benefit City Light, as well as the surrounding properties.

In addition, the public benefit analysis should balance what the public loses through the vacation with what the public will gain from the project. As noted earlier, there is no perceptible loss to the public as a result of the proposed vacation because the section of Diagonal Avenue South proposed for vacation has been closed to the public and not available for public use for many years.

A significant issue for consideration is that of security. There have been several documented break-ins and thefts of tools and equipment from the subject property. The proposed street vacation and property acquisition will enable City Light to significantly increase security on this site by improving fencing and other security measures.

The property to be conveyed as a part of this proposal has great potential for being useful for public benefits. This potential will be discussed in greater detail in the next section.

IV. PUBLIC BENEFIT ELEMENTS



Overview

According to the City of Seattle Street Vacation Policies adopted in 2018, “A vacation shall include a commitment to provide public benefits.” This street vacation petition’s public benefit proposal envisions City Light providing and helping to develop for community use a 46,338 sq. ft. property. This property is over three times as large as the 13,300 sq. ft. of street ROW that City Light is seeking to vacate. Property exchange as a public benefit is allowed under Sections III J 4 and IV B 3 of the new Street Vacation Policies—the provision of real estate is an appropriate public benefit.

Figure 15. An aerial view of the Flume property.

The full public benefit package is outlined in Appendix E, but includes the following property transfer:

| Property transferred to: | Size of property to be transferred in square feet | Value of the transferred property at the assessed value of \$40/ square foot | Use of the property |
|---|---|--|----------------------------|
| Seattle Parks and Recreation Dept. (SPR) | 36,626 | \$1,465,040 | Off-Leash Area |
| Seattle Department of Transportation (SDOT) | 9,712 | \$388,480 | Pedestrian / bicycle trail |
| Total | 46,338 | \$1,853,520* | -- |

*Subtracting the value of the ROW gained by City Light from the street vacation (13,300 sq. ft., \$532,00), this is a net transfer from City Light to SPR/SDOT of 33,036 sq. ft. or \$1,321,440.

In addition, as further detailed in Appendix E, City Light's public benefit package also includes the following support to SPR and SDOT for the development of the property:

- Paying for the removal and disposal of the top 6" of soil on the property (est. \$45,000.)
- Paying for 50% of the cost of the purchase and placement of the clean gravel (est. \$150,000 for SCL's share.)



Figure 16. View of the flume property from South Myrtle Street.

Support from the community

The GCC Open Space Committee held a work party and design charrette at the flume property on Earth Day 2017 with funding from the Department of Neighborhoods. As a result of that design charrette, the following recommendations were put forward by local residents:

- Make this area a safe, walkable, rollable space
- Add native trees and plants
- Provide a historic connection/narrative
- Possibly add an off-leash dog park/run area

The flume property has historic connections to the Duwamish River and the Georgetown neighborhood. The flume was previously part of a drainage system from the historic steam plant to the Duwamish River. The wooden flume was moved a while back, while the property has been vacant for many years. It has been known to attract unwanted elements who leave trash on the property. This project would activate this unused property for public benefit of green space.

The GCC Open Space Committee has been in communication with City Light for years in hopes of acquiring this property to increase open-space amenities in the neighborhood. The property is located in a problem area of the neighborhood where it is possible that community activation could help to deter crime. The property could also be part of the Georgetown-South Park Trail that is currently being designed. Overall, the community expressed strong support for both the street vacation and the proposed public benefit of property transfer.

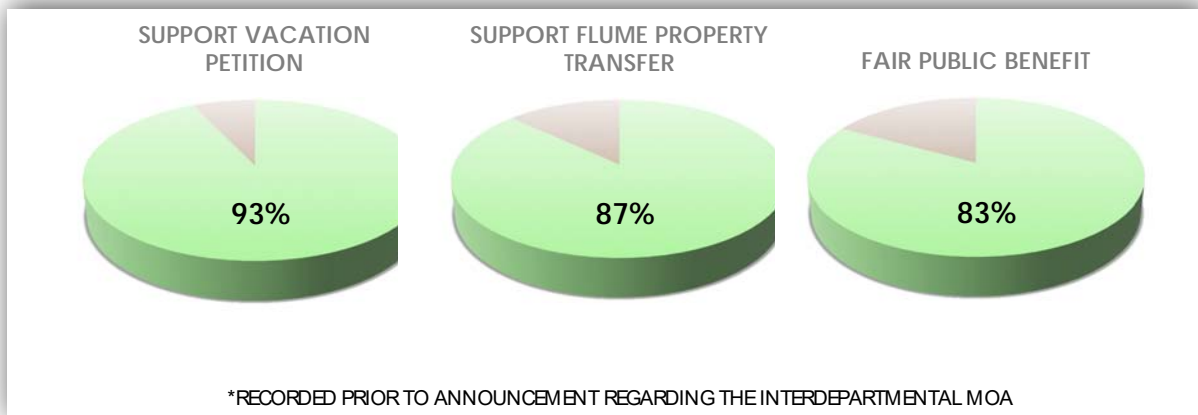


Figure 17. Community survey results (2019)

At the December 3, 2019, Seattle Design Commission Pre-design meeting, three community members testified in support of the flume property transfer. Patty Foley, of the GCC Open Space Committee, stated that Georgetown residents are looking for areas to walk and bike in an area that currently lacks open space, clean air, and trees. The flume site is one of the few open parcels in the area to create public space. With the activation of the flume property as an off-leash area, this space would create a sense of community ownership and improve site safety. Jesse Moore, also of the GCC Open Space Committee, stated that people have been using the site to walk through as an alternative to East Marginal Way. The site attracts nuisances, and community members have worked previously with City Light to clean it up. Mr. Moore then stated that both Seattle Parks and Recreation and SDOT have documented that the development of this site as a public dog park and public multiuse path is a community priority. Kate Kohler, a Georgetown resident, mentioned that feedback from the Open Space Committee's survey indicated that many people wanted either a dog park or multi-use trail. She also expressed their appreciation for City Light proactively reaching out to involve the community in the planning of the proposed public benefit.

Appropriateness of this public benefit proposal

This proposal can be compared to the criteria and considerations for public benefits from the City's Street Vacation Policies.

Comparison of Proposal with Provisions in Section IV of the Street Vacation Policies "Analysis of Public Benefits of the Vacation"

| Section of the Street Vacation Policies | Criteria / Consideration Cited in the Policies | How the Proposal Addresses the Criteria/ Considerations |
|---|---|---|
| IV.A. PUBLIC BENEFIT REQUIREMENT [general] | "The public benefit proposal should also consider the comments, ideas, and concerns voiced by the public in the early community engagement process. " | The use of the Flume property for public open space has been championed by the community before and during the early community engagement process. See also Fig. 17. |
| | "A significant public benefit shall be provided by major projects. ... Minor projects are required to provide a more moderate public benefit." | City Light's proposed use of the vacated ROW at Diagonal Ave S is minor. <ul style="list-style-type: none">• The vacated ROW measures 13,300 sq. ft., less than a third of the 46, 338 sq. ft. being provided as a public benefit.• The level of the improvements City Light is planning to make at the Diagonal Ave S. is about \$1.5 M (see Section II). This is indicative of a minor project.• City Light's net transfer of property (33,036 sq. ft., once the size of the vacated ROW is subtracted) is valued at \$1,321,440. Adding the estimated cash payments that will support the development of the property, the total value of the City Light public benefit is \$1,517,440. The value of the public benefit is equivalent to the cost of the project. This is unusually generous, relatively speaking. |
| IV.A. PUBLIC BENEFIT REQUIREMENT Several factors will be considered in identifying whether a public benefit package is sufficient, including the: | • "Traffic volumes on the street proposed to be vacated; " | The section of ROW to be vacated dead ends at the railroad, and so has zero through traffic. |
| | • "Size of project in square feet;" • "Size of the area to be vacated in square feet;" | As stated above, the vacated area is less than a third of the public benefit area that is being proposed. The full project area which includes the vacated ROW plus the |

| | | |
|--|--|---|
| | | abutting parcels of existing City Light property is 36,000 sq. ft. This is still less than the 46,338 sq. ft. of public benefit property. |
| IV.A. PUBLIC BENEFIT REQUIREMENT The following factors are not public benefits, but may be considered when reviewing the public benefit package: | <ul style="list-style-type: none"> • “Ideas resulting from the early community engagement process;” • “Neighborhood support or opposition; “ • “Broad-based community support or opposition;” | The use of the Flume property for public open space has been championed by the community before and during the early community engagement process. This support is also apparent in our survey results (see Appendix D and Fig. 17) and the community’s ongoing testimony at the Seattle Design Commission (see above.) |
| | <ul style="list-style-type: none"> • “Proposals designed to improve race and social equity,” | The proposal supports a public open space amenity benefiting Georgetown and South Park – both traditionally underserved communities. |
| | <ul style="list-style-type: none"> • “The public nature of the project (library, governmental purposes, low-income housing);” | The project at Diagonal serves the governmental purpose of City Light’s efficient operation. |
| IV.B. PUBLIC BENEFITS IDENTIFIED [general] | “Public benefit proposals may be informed by needs and ideas identified through community engagement. “ | The use of the Flume property for public open space has been championed by the community before and during the early community engagement process. See also Fig. 17. |
| IV.B. PUBLIC BENEFITS IDENTIFIED 1. Physical public benefits... | <ul style="list-style-type: none"> • “Enhancing the pedestrian or bicycle environment; “ • “Pedestrian trails ...” • “Bicycle paths...” | The trail component of the project will serve both bicycles and pedestrians. |
| | <ul style="list-style-type: none"> • “Creating or enhancing publicly-accessible plazas, open spaces, or other green spaces;” | The project will provide an open space for the community. |
| | <ul style="list-style-type: none"> • “Spaces that support City goals for race and social equity ...” | The proposal supports a public open space amenity benefiting Georgetown and South Park – both traditionally underserved communities. |
| IV.B. PUBLIC BENEFITS IDENTIFIED 3. Real Property | “The City may accept real property as a public benefit.” | The proposal is to provide real property to two City departments, in addition to other considerations. |

V. SUMMARY STATEMENT

The proposed street vacation shown in this petition will provide a number of specific benefits for the City's consideration:

- The acquisition of this property and the associated street vacation will enable City Light to utilize the South Service Center property with greater efficiency, thus providing long-range cost benefits to its customers.
- The addition of more secure fencing will provide greater safety to City Light, and to the community at large, and enable City Light to utilize the property with a higher degree of security.
- The improvements to stormwater drainage will provide benefits not only to City Light, but also to the Duwamish waterway and the general public.
- As compensation for the vacation of this portion of Diagonal Avenue South, City Light is proposing to transfer a parcel of land on East Marginal Way (the flume property) to the City's Parks and Recreation Department and Department of Transportation. The transfer of this property will provide a significant public benefit to the city. The proposed public benefit is more than proportional to the size and value of the ROW that is being vacated and is otherwise aligned with the City's adopted Street Vacation Policies.

APPENDIX A: SURVEY OF PROPOSED VACATION

APPENDIX B: SEATTLE DESIGN COMMISSION MINUTES
Predesign Meeting Minutes (12/03/2019)

APPENDIX C: LETTER OF SUPPORT FROM GULL PROPERTIES



GULL INDUSTRIES, INC. • 3404 FOURTH AVENUE SOUTH • P.O. BOX 24687 • SEATTLE, WA 98124 • (206) 624-5900 • FAX (206) 624-5412

August 8, 2019

Christoph Strouse
Communications Specialist
CREA Affiliates, LLC
3250 Airport Way South
Seattle WA 98134

Dear Christoph,

I understand that Seattle City Light is looking to acquire the right of way at 4101 Diagonal Avenue South by transferring the ownership of this property from Seattle Department of Transportation (SDOT) to Seattle City Light.

I would like to confirm that I have been informed of this project and understand the potential impacts and benefits to the community. Having reviewed this project I, having the authority as Vice President of Gull Industries, Inc. would like to state that I have no concerns and find no issue with the petition.

Sincerely,

Peter True
Vice President
Gull Industries, Inc.

APPENDIX D: COMMUNITY ENGAGEMENT PLAN DETAILS

APPENDIX E: MEMO OF AGREEMENT
BETWEEN CITY LIGHT, SEATTLE PARKS AND RECREATION, AND SEATTLE DEPARTMENT OF
TRANSPORTATION DEPARTMENTS & FLUME CONCEPT

APPENDIX F: ENLARGE FIGURES

A PORTION OF THE NW1/4 OF THE SW1/4 OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON

DIAGONAL AVENUE SOUTH - VACATION
LEGAL DESCRIPTION

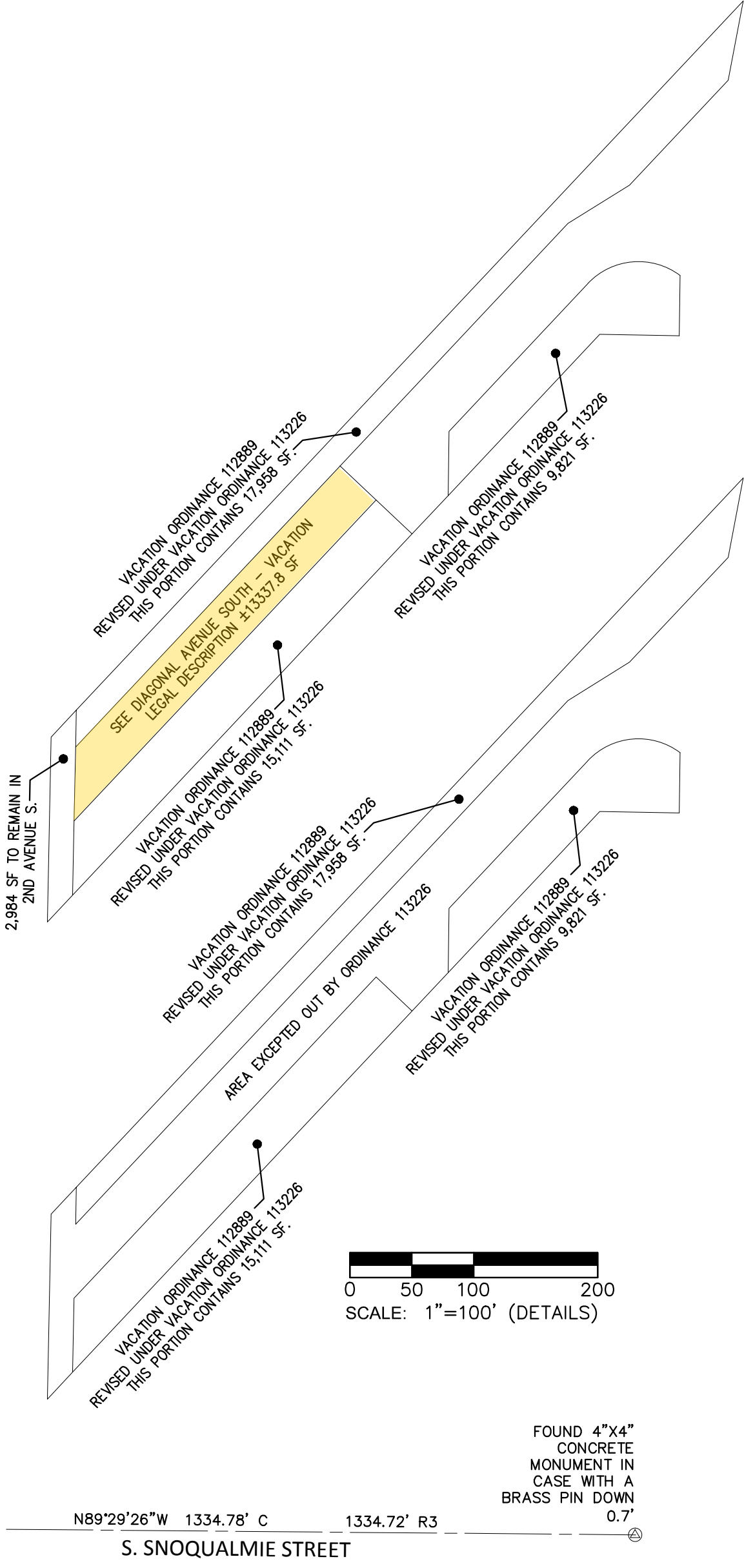
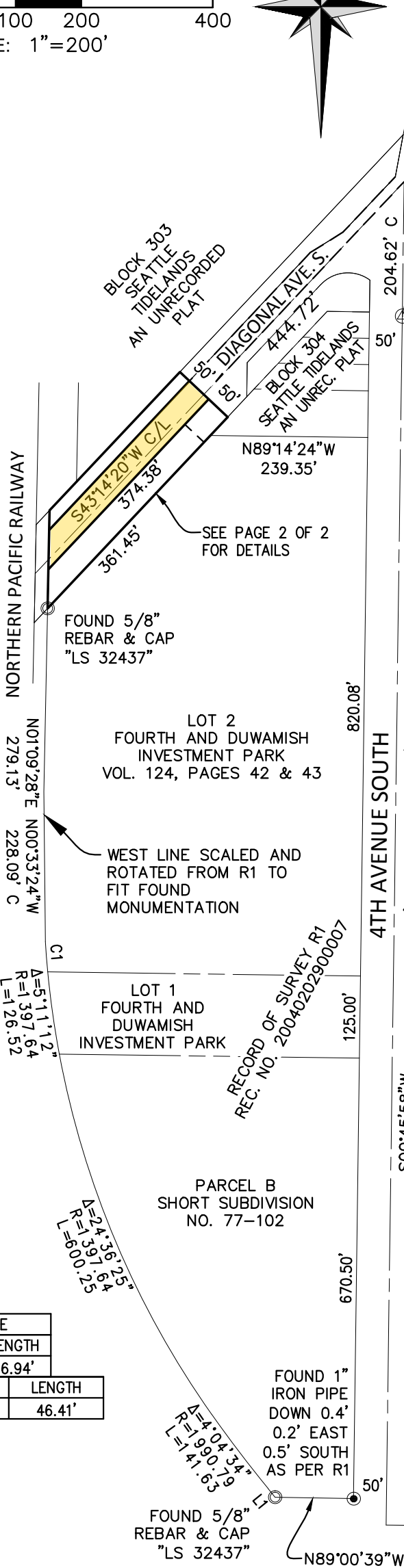
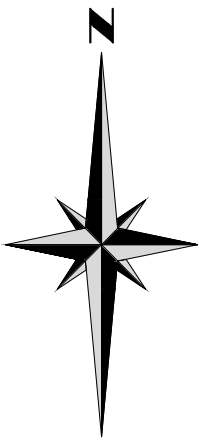
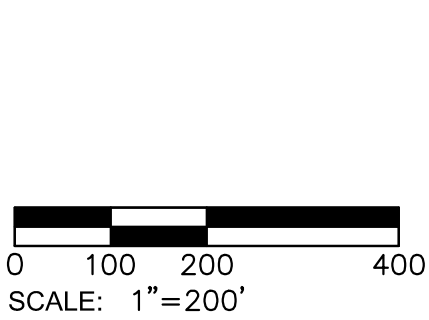
COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF THAT PORTION OF DIAGONAL AVENUE SOUTH VACATED UNDER BY CITY OF SEATTLE ORDINANCE NUMBER 112889, UNDER KING COUNTY RECORDING NUMBER 8607010965, AND AMENDED BY CITY OF SEATTLE ORDINANCE 113226, UNDER KING COUNTY RECORDING NUMBER 8701070967, SAID POINT OF COMMENCEMENT ALSO BEING THE ANGLE POINT AT THE INTERSECTION OF THE WESTERLY AND NORTHWESTERLY LINES OF LOT 2 OF THE PLAT OF FOURTH AND DUWAMISH INVESTMENT PARK, RECORDED UNDER KING COUNTY RECORDING NUMBER 8307280903;
THENCE NORTH 01°09'28" EAST ALONG THE WEST LINE OF SAID VACATED DIAGONAL AVENUE SOUTH 59.69 FEET TO A POINT AT THE NORTHWESTERLY CORNER OF THE SOUTHEASTERLY PORTION OF SAID VACATED DIAGONAL AVENUE SOUTH AND TRUE POINT OF BEGINNING;
THENCE NORTH 43°14'20" EAST ALONG THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY PORTION OF SAID VACATED DIAGONAL AVENUE SOUTH 355.61 FEET TO A POINT THAT BEARS NORTH 46°45'40" WEST AND IS 40.00 FEET DISTANT FROM A POINT ON THE SOUTHEASTERLY MARGIN OF DIAGONAL AVENUE SOUTH AND 38.41 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF LOT 4, BLOCK 304, OF THE UNRECORDED PLAT OF SEATTLE TIDE LANDS, SAID POINT ALSO BEING AN ANGLE POINT IN SAID VACATED DIAGONAL AVENUE SOUTH;
THENCE NORTH 46°45'40" WEST 40.00 FEET TO THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY PORTION OF SAID VACATED DIAGONAL AVENUE SOUTH;
THENCE SOUTH 43°14'20" WEST ALONG SAID SOUTHEASTERLY LINE 311.31 FEET TO THE SOUTHWESTERLY CORNER OF THE NORTHWESTERLY PORTION OF SAID VACATED DIAGONAL AVENUE SOUTH;
THENCE SOUTH 01°09'28" WEST 59.69 FEET TO THE TRUE POINT OF BEGINNING.

VACATION CONTAINS 13,337.8 SQUARE FEET, MORE OR LESS.

LEGEND

- FOUND MONUMENT
- FOUND IRON PIPE
- FOUND REBAR & CAP
- FOUND NAIL & WASHER "APS LS# 41024"
- FOUND TACK IN LEAD PLUG WITH WASHER "APS LS# 41024"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP "APS LS# 41024"
- C CALCULATED DISTANCE
- R# DISTANCE FROM REFERENCE

| LINE & CURVE TABLE | | | |
|--------------------|-------------|----------|--------|
| LINE | BEARING | LENGTH | |
| L1 | N39°16'51"W | 16.94' | |
| CURVE | RADIUS | DELTA | LENGTH |
| C1 | 1397.64' | 1°54'09" | 46.41' |



GENERAL NOTES

1. THE SOLE PURPOSE OF THIS SURVEY TO MARK ON THE GROUND AND DOCUMENT THE LOCATION OF A VACATION AREA OF DIAGONAL AVENUE , AS ILLUSTRATED HEREON.
2. OUR CLIENT, SEATTLE CITY LIGHT, HAS NOT FURNISHED APS SURVEY & MAPPING WITH A TITLE REPORT OF THE BOUNDARIES. A COMBINATION OF RECORD OF SURVEYS AND PLATS WERE USED IN CONCERT WITH FOUND MONUMENTATION TO DETERMINE THE BOUNDARIES SHOWN HEREON. ACTUAL OWNERSHIP STATUS MAY VARY.
3. THIS SURVEY WAS BASED ON A RTK VRS SURVEY (USING A TOPCON HYPER UNIT) IN COMBINATION WITH A CONVENTIONAL SURVEY (USING A TOPCON DR-203 TOTAL STATION - A THREE SECOND INSTRUMENT). THIS NETWORK MEETS OR EXCEEDS THE ACCURACY STANDARDS SET BY WAC 332-130-090.
4. ALL MONUMENTS WERE OCCUPIED OR OBSERVED DURING THE MONTH OF AUGUST, 2019.
5. ALL MEASURING INSTRUMENTS AND EQUIPMENT USED FOR THIS SURVEY WERE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
6. THIS SURVEY DOES NOT CONSTITUTE A SUBDIVISION OF LAND.
7. BEARINGS ARE BASED ON OBSERVATIONS USING THE WASHINGTON STATE REFERENCE NETWORK, THE WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE, EXPRESSED IN US SURVEY FEET GROUND DISTANCES.

SPECIAL SURVEY NOTE

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF SEATTLE CITY LIGHT, AND DOES NOT EXTEND TO ANY UNNAMED PARTY WITHOUT EXPRESS RECERTIFICATION BY APS SURVEY & MAPPING, AND/OR THE PROFESSIONAL LAND SURVEYOR NAMED HEREON, NAMING SAID PARTY.

REFERENCES

- R1 RECORD OF SURVEY
RECORDING NUMBER 20040202900007
- R2 RECORD OF SURVEY
RECORDING NUMBER 20081104900015
- R3 RECORD OF SURVEY
RECORDING NUMBER 8508159026
- R4 PLAT OF FOURTH AND DUWAMISH
INVESTMENT PARK
VOLUME 124, PAGES 42 & 43
RECORDING NUMBER 8307280903
- R5 SEATTLE PUBLIC UTILITIES MAP OF THE
SW 1/4 SECTION 17, T24N, R4E, W.M.
TILE 123 - PLOT DATE: 6/8/2012
- R6 CITY OF SEATTLE ORDINANCE 112889
RECORDING NUMBER 8607010965
REVISED UNDER ORDINANCE 113226
RECORDING NUMBER 8701070967

RECORDER'S CERTIFICATE

FILED FOR RECORD, THIS _____ DAY OF _____,
2019, AT _____ M., IN BOOK _____ OF SURVEYS AT PAGE _____
AT THE REQUEST OF APS SURVEY & MAPPING.

MANAGER

SUPERINTENDENT



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF SEATTLE CITY LIGHT, IN SEPTEMBER 2019.

TYLER J. SWEET, PLS

DATE

STATE OF WASHINGTON CERTIFICATE NO. _____

RECORD OF SURVEY - BOUNDARY

KING COUNTY PARCEL NO # 700670-0570
DIAGONAL AVENUE SOUTH - VACATION
FOR
SEATTLE CITY LIGHT

FIELD BY: JMC/JSG

DRAWN BY: MAGG

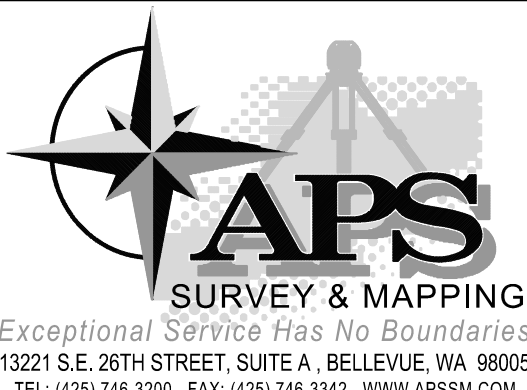
CHECKED BY: TJS

APPROVED BY: TJS

DATE SEPT. 2019

APSSM JOB NO.: 1261045

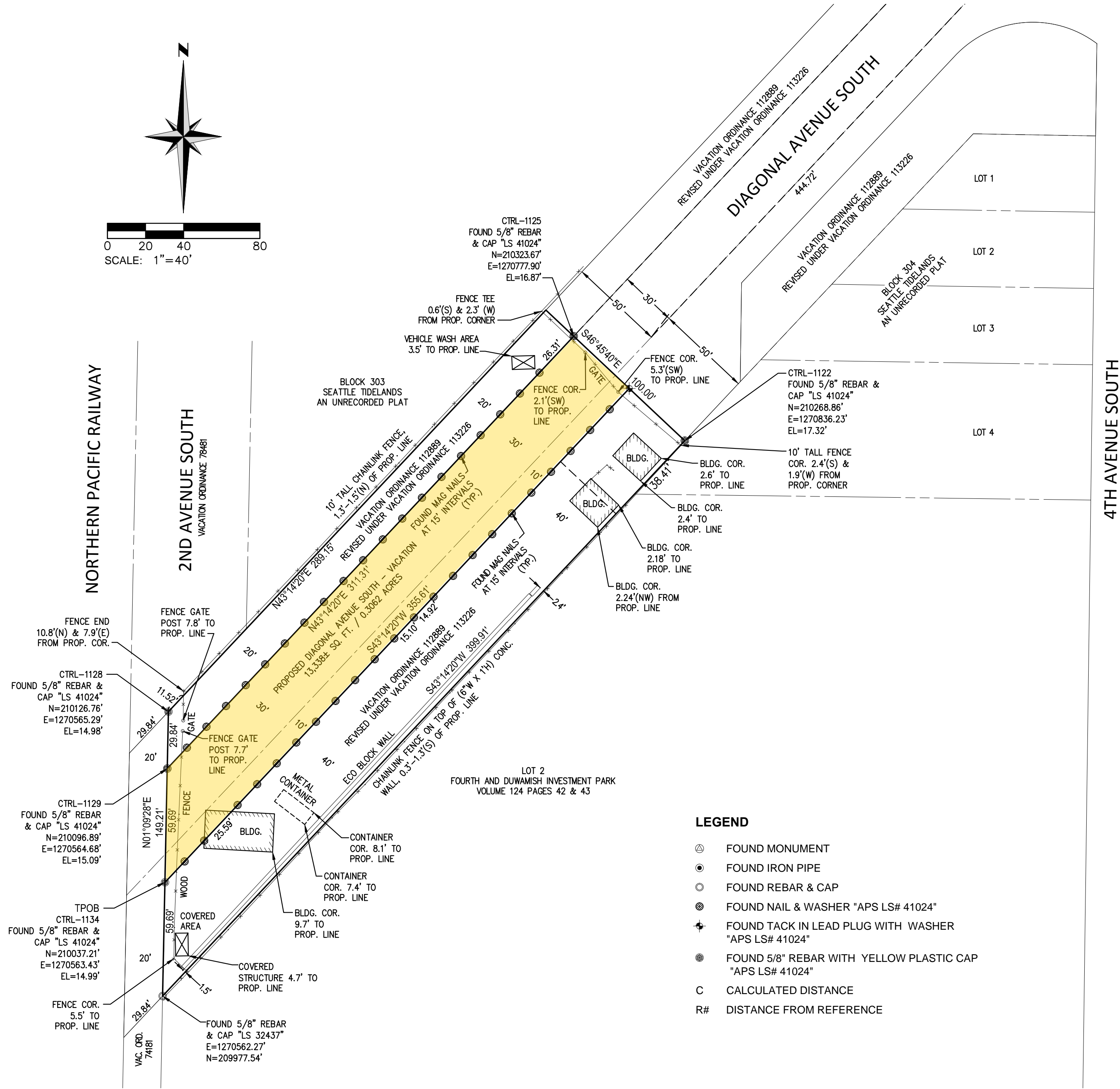
ACAD NAME: 1261045ROS.DWG



SHEET

1
OF
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A PORTION OF THE NW1/4 OF THE SW1/4 OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON



ORDINANCE 113226

THAT PORTION OF DIAGONAL AVENUE SOUTH AND OF SOUTH DAKOTA STREET DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE MARGIN OF 4TH AVENUE SOUTH AND THE SOUTH MARGIN OF SOUTH DAKOTA STREET (AKA THE NORTHEAST CORNER OF BLOCK 304, SEATTLE TIDE LANDS); THENCE WEST ALONG THE SAID SOUTH MARGIN TO THE SOUTHEASTERLY MARGIN OF DIAGONAL AVENUE SOUTH; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED MARGIN TO THE INTERSECTION THE A LINE DRAWN 20 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF VACATED 2ND AVENUE SOUTH AS ESTABLISHED BY ORDINANCE 74181; THENCE NORTH ALONG SAID PARALLEL LINE TO THE INTERSECTION WITH A LINE DRAWN 40 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY MARGIN OF DIAGONAL AVENUE SOUTH; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO THE INTERSECTION WITH A LINE CONSTRUCTED 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH MARGIN OF SOUTH DAKOTA STREET; THENCE CONTINUING NORTHEASTERLY A DISTANCE OF 14.41 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY AND EASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 56 FEET TO THE INTERSECTION WITH THE PRODUCTION NORTH OF THE WEST MARGIN OF 4TH AVENUE SOUTH; THENCE SOUTH ALONG SAID PRODUCED LINE TO THE POINT OF BEGINNING;

EXCEPT

THAT PORTION DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE SOUTHEASTERLY MARGIN OF DIAGONAL AVENUE SOUTH, DISTANT, 38.41 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF LOT 4, BLOCK 304, SEATTLE TIDE LANDS; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID SOUTHEASTERLY MARGIN TO A LINE 40 FEET NORTHWESTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY MARGIN; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE TO INTERSECT WITH THE PRODUCTION WEST OF THE NORTH LINE OF LOT 3, SAID BLOCK 304; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 3 (ALSO BEING THE WEST MARGIN OF 4TH AVENUE SOUTH) TO SAID SOUTHEASTERLY MARGIN OF DIAGONAL AVENUE SOUTH; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY MARGIN TO THE POINT OF BEGINNING;

AND

PORTION OF DIAGONAL AVENUE SOUTH AND OF THE SOUTH DAKOTA STREET DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE WESTERLY MARGIN OF 4TH AVENUE SOUTH AND NORTHWESTERLY MARGIN OF DIAGONAL AVENUE NORTH; THENCE SOUTHERLY ALONG THE PRODUCTION OF SAID WESTERLY MARGIN TO THE INTERSECTION WITH A LINE CONSTRUCTED 35 FEET SOUTH EASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY MARGIN OF DIAGONAL AVENUE SOUTH; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 116.10 FEET; THENCE S56°56'21"W A DISTANCE OF 58.52 FEET TO THE INTERSECTION OF A LINE CONSTRUCTED 20 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID NORTHWESTERLY MARGIN; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBE PARALLEL LINE TO THE INTERSECTION WITH A LINE CONSTRUCTED 20 FEET EAST OF AND PARALLEL WITH THE EAST MARGIN OF 2ND AVENUE SOUTH AS ESTABLISHED BY ORDINANCE 78481; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE TO SAID NORTHWESTERLY MARGIN OF DIAGONAL AVENUE SOUTH; THENCE NORTHEASTERLY ALONG SAID MARGIN TO THE POINT OF BEGINNING.

RECORDER'S CERTIFICATE

FILED FOR RECORD, THIS _____ DAY OF _____, 2019, AT _____ M., IN BOOK _____ OF SURVEYS AT PAGE _____ AT THE REQUEST OF APS SURVEY & MAPPING.

MANAGER

SUPERINTENDENT



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF SEATTLE CITY LIGHT, IN SEPTEMBER 2019.

TYLER J. SWEET, PLS

DATE

STATE OF WASHINGTON CERTIFICATE NO. _____

RECORD OF SURVEY - BOUNDARY

KING COUNTY PARCEL NO # 700670-0570
DIAGONAL AVENUE SOUTH - VACATION
FOR
SEATTLE CITY LIGHT

FIELD BY: JMC/JSJ

DRAWN BY: MAGG

CHECKED BY: TJS

APPROVED BY: TJS

DATE SEPT. 2019

APSSM JOB NO.: 1261045

ACAD NAME: 1261045ROS.DWG



Exceptional Service Has No Boundaries
13221 S.E. 26TH STREET, SUITE A, BELLEVUE, WA 98005
TEL: (425) 746-3200 FAX: (425) 746-3342 WWW.APSSM.COM

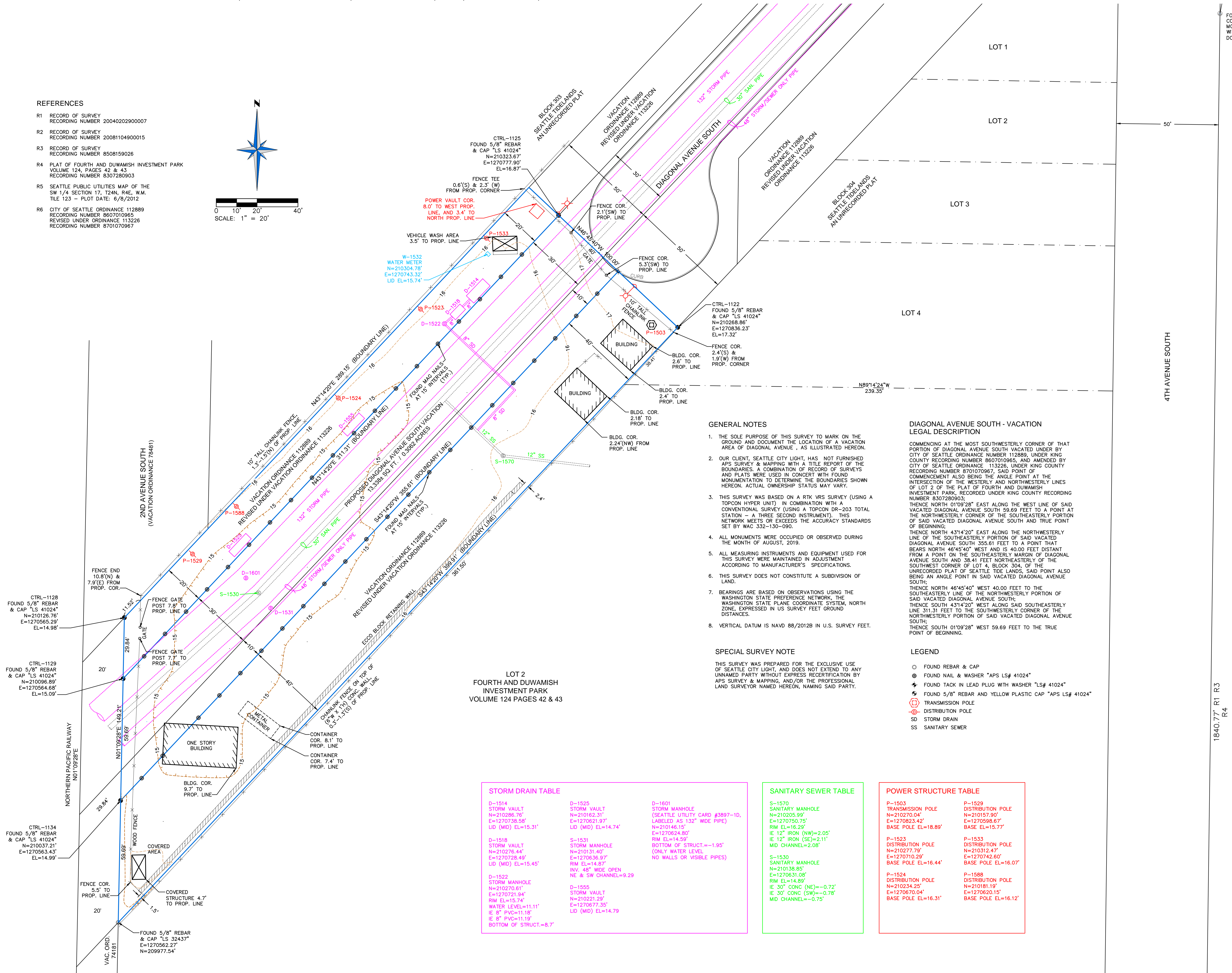
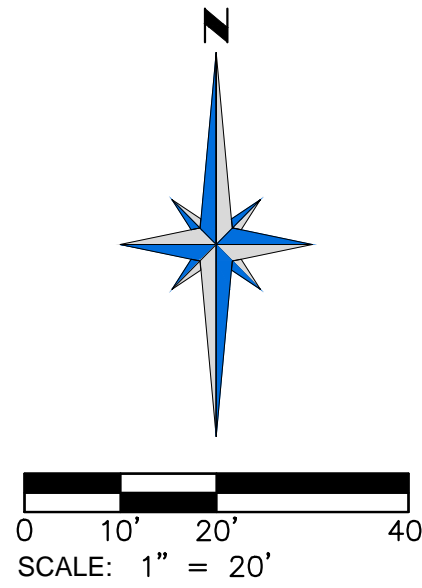
SHEET

2
OF
2

WITHIN THE PORTION OF THE NW1/4 OF THE SW1/4 OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M., KING COUNTY, WASHINGTON

REFERENCES

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RECORDING NUMBER 2004020290007
- R2 RECORD OF SURVEY
RECORDING NUMBER 20081104900015
- R3 RECORD OF SURVEY
RECORDING NUMBER 8508159026
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- R6 CITY OF SEATTLE ORDINANCE 112889
RECORDING NUMBER 8607010965
REVISED UNDER ORDINANCE 113226
RECORDING NUMBER 8701070367



GENERAL NOTES

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2. OUR CLIENT, SEATTLE CITY LIGHT, HAS NOT FURNISHED APS SURVEY & MAPPING WITH A TITLE REPORT OF THE BOUNDARIES. A COMBINATION OF RECORD OF SURVEYS AND PLATS WERE USED IN CONCERT WITH FOUND MONUMENTATION TO DETERMINE THE BOUNDARIES SHOWN HEREON. ACTUAL OWNERSHIP STATUS MAY VARY.
3. THIS SURVEY WAS BASED ON A RTK VRS SURVEY (USING A TOPCON HYPER UNIT) IN COMBINATION WITH A CONVENTIONAL SURVEY (USING A TOPCON DR-203 TOTAL STATION - A THREE SECOND INSTRUMENT). THIS NETWORK MEETS OR EXCEEDS THE ACCURACY STANDARDS SET BY WAC 332-130-090.
4. ALL MONUMENTS WERE OCCUPIED OR OBSERVED DURING THE MONTH OF AUGUST, 2019.
5. ALL MEASURING INSTRUMENTS AND EQUIPMENT USED FOR THIS SURVEY WERE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
6. THIS SURVEY DOES NOT CONSTITUTE A SUBDIVISION OF LAND.
7. BEARINGS ARE BASED ON OBSERVATIONS USING THE WASHINGTON STATE PREFERENCE NETWORK, THE WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE, EXPRESSED IN US SURVEY FEET GROUND DISTANCES.
8. VERTICAL DATUM IS NAVD 88/2012B IN U.S. SURVEY FEET.

SPECIAL SURVEY NOTE

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF SEATTLE CITY LIGHT, AND DOES NOT EXTEND TO ANY UNNAMED PARTY WITHOUT EXPRESS RECERTIFICATION BY APS SURVEY & MAPPING, AND/OR THE PROFESSIONAL LAND SURVEYOR NAMED HEREON, NAMING SAID PARTY.

DIAGONAL AVENUE SOUTH - VACATION LEGAL DESCRIPTION

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF THAT PORTION OF DIAGONAL AVENUE SOUTH VACATED UNDER BY CITY OF SEATTLE ORDINANCE NUMBER 112889, UNDER KING COUNTY RECORDING NUMBER 8607010965, AND AMENDED BY CITY OF SEATTLE ORDINANCE 113226, UNDER KING COUNTY RECORDING NUMBER 8701070967, SAID POINT OF COMMENCEMENT ALSO BEING THE ANGLE POINT AT THE INTERSECTION OF THE WESTERLY AND NORTHWESTERLY LINES OF LOT 2 OF THE PLAT OF FOURTH AND DUWAMISH INVESTMENT PARK, RECORDED UNDER KING COUNTY RECORDING NUMBER 8307280903;

THENCE NORTH 01°09'28" EAST ALONG THE WEST LINE OF SAID VACATED DIAGONAL AVENUE SOUTH 59.69 FEET TO A POINT AT THE NORTHWESTERLY CORNER OF THE SOUTHEASTERLY PORTION OF SAID VACATED DIAGONAL AVENUE SOUTH AND TRUE POINT OF BEGINNING;

THENCE NORTH 43°14'20" EAST ALONG THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY PORTION OF SAID VACATED DIAGONAL AVENUE SOUTH 355.61 FEET TO A POINT THAT BEARS NORTH 46°45'40" WEST AND IS 40.00 FEET DISTANT FROM A POINT ON THE SOUTHEASTERLY MARGIN OF DIAGONAL AVENUE SOUTH AND 38.41 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF LOT 4, BLOCK 304, OF THE UNRECORDED PLAT OF SEATTLE TIDE LANDS; SAID POINT ALSO BEING AN ANGLE POINT IN SAID VACATED DIAGONAL AVENUE SOUTH;

THENCE NORTH 46°45'40" WEST 40.00 FEET TO THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY PORTION OF SAID VACATED DIAGONAL AVENUE SOUTH;

THENCE SOUTH 43°14'20" WEST ALONG SAID SOUTHEASTERLY LINE 311.31 FEET TO THE SOUTHWESTERLY CORNER OF THE NORTHWESTERLY PORTION OF SAID VACATED DIAGONAL AVENUE SOUTH;

THENCE SOUTH 01°09'28" WEST 59.69 FEET TO THE TRUE POINT OF BEGINNING.

LEGEND

- FOUND REBAR & CAP
- FOUND NAIL & WASHER "APS LS# 41024"
- ✦ FOUND TACK IN LEAD PLUG WITH WASHER "LS# 41024"
- ✦ FOUND 5/8" REBAR AND YELLOW PLASTIC CAP "APS LS# 41024"
- ⊕ TRANSMISSION POLE
- ⊖ DISTRIBUTION POLE
- SD STORM DRAIN
- SS SANITARY SEWER

STORM DRAIN TABLE

| | | |
|---|---|--|
| D-1514 STORM VAULT N=210286.76' E=1270738.58' LID (MID) EL=15.31' | D-1525 STORM VAULT N=210162.31' E=1270621.97' LID (MID) EL=14.74' | D-1601 STORM MANHOLE (SEATTLE UTILITY CARD #3897-10, LABELED AS 132" WIDE PIPE) N=210146.15' E=1270624.80' RIM EL=14.95' BOTTOM OF STRUCT.=1.95' (ONLY WATER LEVEL OR HIGHS OR VISIBLE PIPES) |
| D-1518 STORM VAULT N=210276.44' E=1270728.40' LID (MID) EL=15.45' | S-1531 STORM MANHOLE N=210131.40' E=1270636.97' RIM EL=14.87' INV. 48" WIDE OPEN NE & SW CHANNEL=9.29 | S-1530 SANITARY MANHOLE N=210138.85' E=1270631.08' RIM EL=14.89' IE 30" CONC (NE)=0.72' IE 30" CONC (SW)=0.78' MID CHANNEL=-0.75' |
| D-1522 STORM MANHOLE N=210270.61' E=1270721.84' RIM EL=15.74' WATER LEVEL=11.11' IE 8" PVC=11.18' IE 8" PVC=11.19' BOTTOM OF STRUCT.=8.7' | D-1555 STORM VAULT N=210221.29' E=1270677.35' LID (MID) EL=14.79 | |

SANITARY SEWER TABLE

| | |
|---|--|
| S-1570 SANITARY MANHOLE N=210205.99' E=1270750.75' RIM EL=16.29' IE 12" IRON (NW)=2.05' IE 12" IRON (SE)=2.11' MID CHANNEL=2.08' | S-1530 SANITARY MANHOLE N=210138.85' E=1270631.08' RIM EL=14.89' IE 30" CONC (NE)=0.72' IE 30" CONC (SW)=0.78' MID CHANNEL=-0.75' |
|---|--|

POWER STRUCTURE TABLE

| | | | |
|---|---|---|---|
| P-1503 TRANSMISSION POLE N=210270.04' E=1270823.42' BASE POLE EL=18.89' | P-1529 DISTRIBUTION POLE N=210157.90' E=1270598.67' BASE EL=15.77' | P-1533 DISTRIBUTION POLE N=210312.47' E=1270710.29' BASE POLE EL=16.44' | P-1588 DISTRIBUTION POLE N=210181.19' E=1270620.15' BASE POLE EL=16.12' |
| P-1524 DISTRIBUTION POLE N=210277.79' E=1270710.29' BASE POLE EL=16.44' | P-1522 DISTRIBUTION POLE N=210131.40' E=1270636.97' BASE POLE EL=14.87' | | |



| | | | | | | | |
|---|-----------|------|-------|-------------|--|--------------------------------------|--------------------------|
| ONE INCH AT FULL SIZE | REVISIONS | DATE | IMAGE | DESCRIPTION | SUBJECT TOPOGRAPHIC SURVEY | SHEET 1 OF 1 | |
| | REV | DATE | IMAGE | DESCRIPTION | | | |
| | REV | DATE | IMAGE | DESCRIPTION | | | |
| | REV | DATE | IMAGE | DESCRIPTION | | | |
| DRAWN BY: CHECKED BY: APPROVED BY: | | | | | LOCATION SEATTLE, WASHINGTON | DRAWING NO. APSSM #1261045 | |
| WORK ORDER #: | | | | | TITLE KING COUNTY PARCEL NO. 700670-0570 | | SCALE 1" = 20' |
| DESCRIPTION DIAGONAL AVENUE SOUTH - VACATION SURVEY | | | | | REV. NO. | | |
| CONFIDENTIAL FOR SEATTLE CITY LIGHT USE ONLY FERC/NERC COMPLIANCE STANDARDS APPLY FOR INFORMATION OR QUESTIONS CONTACT: SCLCOMPLIANCE@SEATTLE.GOV | | | | | ENDORSEMENTS | | |
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| | | | | | DRAWN: MAGG | 08/16/2019 | |
| | | | | | CHECK: TJS | 08/16/2019 | |
| SEATTLE CITY LIGHT Power Production & Substations | | | | | CREW: JMC/JSG | 08/16/2019 | |
| | | | | | CHECK: TJS | 08/16/2019 | |
| | | | | | DATE | 08/16/2019 | |
| APPROVED FOR SEATTLE CITY LIGHT | | | | | DATE | | |

Diagonal Ave S Street Vacation

Jenny A. Durkan
Mayor

Samuel Assefa
Director, OPCD

Ben de Rubertis, Chair

Brianna Holan, Vice Chair

Justin Clark

Laura Haddad

Mark Johnson

Rick Krochalis

Amalia Leighton

Vinita Sidhu

Elaine Wine

Michael Jenkins
Director

Valerie Kinast
Strategic Advisor

Aaron Hursey
Planner

Juliet Acevedo
Administrative Staff

**Office of Planning and
Community Development
Seattle City Hall**
600 4th Avenue, 5th Floor
Seattle, WA 98124

TEL 206-684-0435
FAX 206-233-2784
seattle.gov/designcommission

Commissioners Present

Brianna Holan, Vice Chair
Justin Clark
Laura Haddad
Mark Johnson
Amalia Leighton
Vinita Sidhu
Elaine Wine

Commissioners Excused

Ben de Rubertis, Chair
Rick Krochalis

Project Description

Seattle City Light (SCL) is petitioning to vacate a segment of Diagonal Ave S between 4th Ave S and the BNSF railroad tracks in the SODO neighborhood. This segment is adjacent to SCL's South Service center and is currently used for storage under a previously approved street use permit. The project team is proposing to use the vacated ROW to make improvements to the existing South Service Center. The public benefit proposal includes providing additional open space within the Georgetown neighborhood that will integrate with the Georgetown to South Park Trail.

Meeting Summary

This was the Seattle Design Commission's (SDC) first review of the SCL – Diagonal Ave S Street Vacation project. The purpose of this meeting was to review the vacation pre-petition and CIP pre-concept design (15% design) phase for the project. After the presentation and discussion, the SDC voted, 8-0, to approve the CIP 15% design. The SDC is not required to take an action on the vacation pre-petition review but did provide recommendations to be addressed prior to the Commission's formal review of the vacation petition.

Recusals and Disclosures

None

October 3, 2019

1:00-2:30 pm

Type

Street Vacation & CIP

Phase

Vacation pre-petition & CIP 15% design

Previous Reviews

None

PresentersAnindita Mitra
CREA Affiliates LLC**Attendees**

Beverly Barnett
SDOT

Timothy Croll
SCL

Patty Foley
Georgetown Open Space Committee

Amy Gray
SDOT

David Goldberg
OPCD

Kate Kohler
Georgetown Resident

Danyal Lofti
SPR

Ruth Meraz-Caron
Resident

Jesse Moore
Georgetown Open Space Committee

Chip Nevins
SPR

Hallie O'Brien
SDOT

Lish Whitson
Seattle Central Staff



Figure 1: Project location (left) and proposed public benefit location (right)

Summary of Presentation

Anindita Mitra presented the CIP pre-concept design and vacation pre-petition for the SCL – Diagonal Ave S street vacation project. The presentation began with a brief overview of the project area and background information (*see figure 1*). SCL currently has a permit to use the ROW for the storage of equipment. The area is fenced off from the public as well as the larger SCL facility. The CIP proposal would integrate the area into the existing SCL operating area, provide weather protection for stored materials and equipment while improving stormwater runoff quality into the Duwamish River. The CIP proposal would construct an underground stormwater treatment area, remove internal fencing between the area and the existing SCL facility, and construct new security fencing around the site. The proposed covered area would be constructed out of post and canvas material. Existing underground utilities will prevent SCL from constructing a larger facility.

The proposed public benefit package for the vacation alternative includes transferring SCL's Flume property in Georgetown to Seattle Parks and Recreation (SPR) to be developed as an off-leash area (*see figure 1*). A portion of the donated site would also be integrated into the Georgetown to South Park multiuse trail.

The no vacation alternative presented would include continuing to operate and use the area as it currently does today.

Agency Comments

Beverly Barnett, SDOT, Reminded the SDC that SDOT is reviewing the project as a CIP project as the vacation petition has not been received. Beverly mentioned that SCL currently has a permit to use space, but that they are starting to see a compelling argument for the necessity of vacating this portion of the street. Beverly then reminded the SDC that they are also beginning to review the proposed public benefit and that they are still understanding City agency and community commitments for the public park proposal.

David Goldberg, OPCD, thanked different parties who spent time in figuring out their priorities. David mentioned that SCL approached other city agencies early in the process to develop the project and to partner with the community to create a public benefit. Partnering with SPR is a great way to show how collaboration on public projects should be done.

Danyal Lofti, SPR, mentioned that the previous plans have also documented the community's desire to have an off leash area in Georgetown. They stated that the proposed open space will benefit the community and that cost sharing between different departments will help make this project a reality.

Chip Nevins, SPR, stated that SPR is working with SCL on this project. Chip mentioned that the community wants more open space, off-leash areas, and bike connection in this area and that this is an opportunity to start providing those benefits. Chip then stated that SCL will convey they Flume property to SPR, will reserve space for SDOT to develop a trail and then develop an off leash area as quickly as possible. SCL will also provide some funds to help develop the site. Chip then mentioned that SPR is supportive of this project and that it is a creative way to provide open space in an area that desires it.

Hallie O'Brien, SDOT, stated that SDOT doesn't have construction funding yet for the trail but that they do have funding for the design. Hallie then mentioned that SDOT has conducted outreach this summer and have spoken with community who is supportive of the project.

Public Comments

Patty Foley, Georgetown open space committee, stated that Georgetown residents are looking for improvements to tree canopy and areas to walk and bike in an area that currently lacks open space, clean air, and trees. Patty then mentioned that they could activate this space and create a sense of ownership and safety while adding an off-leash area, which many neighbors are in favor of having. Patty also stated that the FLUM site is one of the few open parcels in the area to create public space. They then thank SCL and other departments for their proposal to include accessible open space.

Kate Kholer, Georgetown resident, stated that people do want a dog park in Georgetown. Kate then mentioned that feedback from additional community outreach indicated that many people wanted either a dog park or multi use trail. Kate then expressed their appreciation for SCL proactively reaching out to involve community in the planning of the proposed public benefit.

Jesse Moore, Georgetown open space committee, stated that they are interested in SCL making lasting investments and then voiced their support for the vacation request. Jesse then mentioned that people have been using the site to walk through as an alternative to traveling along E Marginal Way and that community members have worked with SCL to clean up the project site. Jesse then stated that both SPR and SDOT have documented the development of this site as a community priority and that this vacation proposal is an opportunity to create a public park and public multiuse path.

Summary of Discussion

The Commission organized its discussion on the CIP pre-concept design around the following issues:

- Site use
- Access

Site use

The SDC recognized that SCL currently uses the ROW and agreed the site use is reasonable given the lack of connectivity of the ROW to the street grid as well as the location of SPU infrastructure beneath the ROW.

Access

The SDC understood that the current configuration of the ROW isn't accessible to the public. As the project continues to develop, commissioners recommended the project team clarify what is required by code for improving the project site, specifically the commission asked if the project would require any pedestrian improvements. The SDC then recommended the project team review the quality and materiality of the fencing as the project continues to evolve.

The Commission organized its discussion on the vacation pre-petition around the following issues:

- Necessity of vacation
- Public trust considerations
- Public benefit considerations

Necessity of the vacation

The Commission understood the rationale for the vacation. Commissioners acknowledged the current agreement between SPU and SDOT and agreed that if SPU wants to invest in the site then they need to maintain ownership.

Public trust considerations

The SDC agreed that the current proposal accommodates access to SPU's infrastructure located below grade. The SDC encouraged that partner agencies such as SPU attend the next meeting to show that communications have occurred between the departments.

Public benefit consideration

The SDC commended the project team for providing open space in an area that does not currently include a significant amount of open space. The commission is concerned with the proposed implementation of the public benefit proposal. Specifically, commissioners are concerned with the use of all of the available funding to gravel the entire area of the Flume site, knowing that portions of the site will need to renovate for future use. The Commission strongly recommended the project team provide a design proposal for the site to create a balance between green space, off-leash area, and trail. Commissioners agreed that a design proposal would provide a realistic cost estimate for the overall project as well as a long term vision for the neighborhood to advocate for additional funding. The SDC then recommended the project team understand how partnerships between SDOT, SCL, and SPR can be used to strategically fund and maximize benefits for the Flume site.

Action

The Commission thanked the project team for their presentation on the CIP pre-concept design and vacation petition for the SCL Diagonal Ave Street Vacation. The SDC voted, 8-0, to approve CIP pre-concept design with the following recommendations:

1. Review the quality and materiality of the fencing as the project continues to evolve
2. Clarify what is required by code for street improvements abutting the project site, specifically provide information on any required pedestrian improvements

The SDC is not required to take an action on the vacation pre-petition review. At this meeting the Commission provided several recommendations to be addressed during future reviews of the public trust analysis and public benefit proposal. At this time the SDC sees justification for supporting vacation of the ROW in order to accomplish the program goals and is in support of transferring the Flume property in Georgetown for the purpose of creating public open space. The SDC recognizes that the vacation will better meet the security needs of SPU while rectifying a previous agreement made between SPU and SDOT. The Commission provided the following recommendations for the Public Trust and Public Benefit aspects of the vacation proposal:

1. Provide a site design for the long term, full development of the Flume property as a public park. Provide a construction budget estimate for full build out of a fully developed public park.
2. Understand how the partnership between SDOT, SCL, SPR can be used to strategically fund and maximize benefits for the Flume site.

APPENDIX C: LETTER OF SUPPORT FROM GULL PROPERTIES



GULL INDUSTRIES, INC. • 3404 FOURTH AVENUE SOUTH • P.O. BOX 24687 • SEATTLE, WA 98124 • (206) 624-5900 • FAX (206) 624-5412

August 8, 2019

Christoph Strouse
Communications Specialist
CREA Affiliates, LLC
3250 Airport Way South
Seattle WA 98134

Dear Christoph,

I understand that Seattle City Light is looking to acquire the right of way at 4101 Diagonal Avenue South by transferring the ownership of this property from Seattle Department of Transportation (SDOT) to Seattle City Light.

I would like to confirm that I have been informed of this project and understand the potential impacts and benefits to the community. Having reviewed this project I, having the authority as Vice President of Gull Industries, Inc. would like to state that I have no concerns and find no issue with the petition.

Sincerely,

Peter True
Vice President
Gull Industries, Inc.



Outreach Summary

Seattle City Light Street Vacation Petition for Diagonal Avenue South

September 3rd, 2019

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 - D.H.A.2. Survey Printed
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- D.H.B. Project hotline (Public Notice with hotline number)
- D.H.C.1. Website - SCL Street Vacation Spanish
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- D.M.D. Email notice of public meetings

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- I.H.A.1. Public Meeting Notes - SODO 6/10/19
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- I.H.A.3. Public Meetings 0610 and 0612 Attendance
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Public Outreach Summary

OVERVIEW

CREÄ Affiliates implemented a multi-pronged and high-impact strategy for public outreach and engagement. This outreach was conducted by CREÄ Affiliates, contracted to assist City Light with this project, in partnership with Seattle City Light Communications staff. The strategy corresponds to the City Light Public Outreach & Engagement Strategy, approved by the Department of Neighborhoods on 5/15/19. This strategy entailed the following tasks.

- Digital outreach
 - Emails
 - Website
 - Survey
 - Social media
- Printed outreach
 - Direct mailers
 - Posters
- In-person public engagement
 - Delivery of door-to-door notices
 - Public meetings and presentations in SODO and Georgetown
 - Stakeholder interviews

The outreach methods varied in their reach into the community. Feedback during the door-to-door outreach suggests that the direct mailings to area businesses and property owners as well as emails from local organizations had the greatest reach. Overall the community expressed strong support for the street vacation and the proposed public benefit. The survey alone indicates that

- 93%+ of survey respondents did not have any concerns about the vacation of the southern portion of Diagonal Ave S.
- 87% of survey respondents did not have any concerns about the transfer of the Flume property to Seattle Parks and Recreation for an Off-Leash Area (OLA) and possible trail.
- 83% of survey respondents found the transfer of the Flume property to Seattle Parks and Recreation to be a fair public benefit for the vacation of Diagonal Ave S.

With regard to the transfer of the Flume property, SODO representatives expressed their interest in some public benefits of the Diagonal Avenue South street vacation coming to the SODO community. In Georgetown, a couple of property owners near the Flume property expressed concern about locating an (OLA) for dogs at the Flume property, due to the crime that it has attracted in the past. Others expressed their interest in the site hosting other activities as well, including a trail. Concerns about delays in activating the OLA was addressed during a presentation to the Georgetown Community Council (GCC) Open Space Committee. This presentation by City Light Staff summarized a memo of understanding under development between City Light and Parks and Recreation. This MOU details expenses being taken on by both departments to clean the property and have it fenced. In addition to other funds presently available, specific funds have been dedicated for this purpose.

DIGITAL OUTREACH

HIGH IMPACT METHODS

A. SURVEY

The online survey has been the most effective electronic method for gathering community feedback and suggestions about the project. 81 people took the survey through the link provided in the Public Notice. The survey was closed on July 31, 2019. The feedback was generally positive with no major concerns about transferring ownership of Diagonal Avenue South to Seattle City Light. There were a few comments that questioned whether Seattle City Light transferring its ownership of the Flume Property on East Marginal Way South to Seattle Parks and Recreation was an adequate public benefit, and whether this should be supplemented with additional City Light funds for improving the site. Several comments recommended securing funding for the Parks project before the transfer happens.

Moreover, SODO community member comments in the survey sought benefits for the SODO community. These ranged from suggestions for more green spaces and parklets, to trails for local business employees to use. Specifically, one recommendation was for investing in upgrades to the Industrial Way Corridor—from Airport Way South to 4th Avenue South—specifically to install a walking and/or dog trail for the SODO community. The recommended trail is in the SDOT right-of-way.

There were comments that since more green space is needed in Georgetown, creating an Off-Leash Area (OLA) was desirable. Other ideas included a pocket park and supporting the walking/biking connector trail between South Park, Georgetown and SODO. A few community comments about the Flume property in Georgetown questioned whether a dog park and/or park was a good choice for this location given its proximity to the Aero Motel; the industrial traffic on Marginal Way; prior incidents with homelessness, drug use, and prostitution in and around the site; and potential soil contamination. For these reasons and more, several community members were concerned about the ability of Seattle Parks and Recreation to make this a safe and useful community asset.

Please refer to:

- Appendix D.H.A. Online Survey - Diagonal Avenue South Street Vacation;
- Appendix D.H.A.1. Survey Data ;
- Appendix D.H.A.2. Survey Printed
- Appendix D.H.A.3. Survey In-person 06-12-19 (Georgetown Public Meeting)

B. PROJECT HOTLINE

CREA secured a unique dedicated phone number for this project. Parks contact for the OLA was the project representative from that department. His regular Parks phone number was listed for the project. Only one call was received by the CREA Representative. And none by Parks Staff through the hotline numbers.

Please refer to:

- Appendix D.H.B. Project hotline (Public Notice with hotline number)

C. WEBSITE

A project-specific website was developed for the Diagonal Avenue Street Vacation project. This website has project details and had links to the online survey. The project website serves as the central resource for community members to learn about the project, previously fill out the survey, and sign up for project updates. It also has a project hotline. The pages are available in English, Spanish, Chinese, and Vietnamese as requested by DON staff. <http://www.diagonalavenue.com/>. Community members were directed to the project website through other outreach channels like emails, flyers, posters, and social media.

Please refer to:

- Appendix D.H.C.1. Website - Seattle City Light Diagonal Avenue South Project in Spanish
- Appendix D.H.C.2. Website - Seattle City Light Diagonal Avenue South Project in Vietnamese,
- Appendix D.H.C.3. Website - Seattle City Light Diagonal Avenue South Project in Chinese
- Appendix D.H.C.4. Website - Seattle City Light Diagonal Avenue South Project in English

MULTIPRONGED METHODS

A. FACEBOOK

City Light created Facebook events for the SODO and Georgetown public meetings, which CREÄ promoted to local area businesses and community groups. Publicity through this method was limited to those individuals and businesses who are already “friends” or subscribed to City Light’s feed on Facebook. CREÄ staff’s posts directly on the timeline of businesses and community groups’ Facebook pages needed the approval of the site administrator for these Facebook pages before they became publicly visible.

Additionally, the Georgetown Community Council hosted a Facebook and Nextdoor poll that showed strong community support for the Diagonal Ave S street vacation and transfer of the Flume property for use as an off-leash dog area and a walking & biking trail.

Please refer to:

- Appendix D.M.A.1. Facebook- Georgetown Public Meeting
- Appendix D.M.A.2. Facebook - SODO Public Meeting
- Appendix D.M.A.3. Other Facebook pages contacted
- Appendix D.M.A.4. Facebook & Nextdoor Poll – GCC 6-10-19

B. DIGITAL NOTICES

Details of this project was posted on the Seattle Department of Neighborhood (DON) Design Review Blog, and was included as meeting events on DON calendar.

Please refer to:

- Appendix D.M.B. DON Design Review Blog

C. EMAILS

The public meeting notice was sent via email to a list of community members in both SODO and Georgetown. Email was one of the most effective methods for outreach, particularly in SODO since the businesses located there can be difficult to reach through other methods. When CREÄ staff went door to door, a number of business owners and employees said that they had already received an email notice about the public meeting. Email had a very high impact relative to the amount of time and energy required to implement, though it did not account for many responses. The emails went out to a diverse group of residents and business owners. These emails were sent out directly by CREÄ, or through an intermediary organization such as the Georgetown Community Council, the Georgetown Merchants Association and the SODO Business Improvement Association.

Please refer to:

- Appendix B. Outreach & Communications Log
- Appendix D.M.D. Email notice of public meetings

PRINTED OUTREACH

HIGH IMPACT METHODS

A. DOOR TO DOOR DROP-OFF

Door-to-door outreach for each neighborhood of SODO and Georgetown took place on May 24 and May 31 for SODO and June 3 for Georgetown. The outreach area for SODO was established by a map provided by Seattle City Light. For Georgetown, the radius represents a roughly one-quarter-mile (approximately 500-foot) radius of the Flume Property site in Georgetown. A public meeting notice and FAQ were developed and dropped off during this activity.

Please refer to:

- Appendix P.H.A.1. Street Vacation FAQ
- Appendix P.H.A.2. Public Meeting Notice

B. POSTERS

CREA Staff posted 10 laminated posters in SODO and Georgetown each, for a total of 20 posters. The posters were distributed at businesses and major intersections of walking paths throughout each neighborhood to reach as many community members as possible. These were removed in August.

Please refer to:

- Appendix P.H.B.1. Public Notice Poster
- Appendix P.H.B.2. Poster Locations –SODO
- Appendix P.H.B.3. Poster Locations –Georgetown

C. BULK MAIL

City Light Communications Group mailed the Public Notice to 2,614 SODO and Georgetown area residents and businesses within the boundary designated by Seattle City Light.

The details are as follows:

- Single-Family: 434
- Multi-Family: 304
- Business: 1,876

D. DIRECT MAILING

Letters were sent out directly to property owners close to either the SSC property or the Flume property seeking their support of the project. Targeted letters were also sent out key organizations in the SODO area.

Please refer to:

- Appendix P.H.D.1. Mailing Boundary Map
- Appendix P.H.D.2. Letter – Costco update 0426
- Appendix P.H.D.3. Letter - King County Airport 0426
- Appendix P.H.D.4. Letter - Marine Stewardship 0426
- Appendix P.H.D.5. Letter - Pacific Asian 0426
- Appendix P.H.D.6. Letter - SODO Business Association 0426
- Appendix P.H.D.7. Letter – Gull Oil Properties
- Appendix P.H.D.8. Letter of Support COSTCO 0806

- Appendix P.H.D.9. Letter of Support Gull Oil

MULTIPRONGED METHODS

A. ADVERTISEMENTS

CREÄ Staff worked with the Georgetown Gazette to publish an ad introducing the project and announcing the meeting locations and dates.

Please refer to:

- Appendix P.M.A.Georgetown Gazette Ad Copy

B. PUBLIC NOTICES

CREÄ Staff left Public Notices with businesses, residents and community groups.

IN-PERSON OUTREACH

In-person outreach was conducted through stakeholder interviews, door-to-door community engagement, meetings with representatives from the SODO Business Improvement Association and the Georgetown Community Council's Open Space Committee, presentations at community meetings as well as through two project specific public meetings. A project hotline was also established for direct calls to CREÄ Staff and Parks Staff.

Please refer to:

- Appendix B. Outreach & Communications Log

HIGH IMPACT METHODS

A. PUBLIC MEETINGS

One person attended the SODO meeting while nine (9) people attended the Georgetown meeting. Of the 9, two were City of Seattle staff from the Department of Neighborhoods and the Seattle Department of Transportation. Feedback from these meetings are recorded in the Appendix. Of note, a representative from the SODO Business Improvement Area expressed interest in public benefits potentially coming to the SODO community as well as Georgetown. She requested support for a walking trail along Industrial Way for use by local employees. The Georgetown community was curious if Parks has funding secured to make the Flume property an OLA. They were also interested in the potential for connecting the Flume property to a series of walking and bicycling trails being developed by the Seattle Department of Transportation from South Park through Georgetown to SODO.

SODO

Public Meeting Location: Factory Luxe; Date: 6/10/19 6:00 PM – 7:30 PM Please refer to:

- Appendix I.H.A.1. Public Meeting Notes - SODO 6/10/19
- Appendix I.H.A.2. Public Meeting – SODO - Sign-In Sheet 6/10/19
- Appendix I.H.A.3. Public Meetings 0610 and 0612 Attendance
- Appendix I.H.A.4. Public Meeting - SODO PowerPoint presentation 0610

GEORGETOWN

Public Meeting Location: Georgetown Ballroom; Date: 6/12/19 6:00 PM – 7:30 PM Please refer to:

- Appendix I.H.B.1. Public Meeting Notes - Georgetown 6/12/19
- Appendix I.H.B.2. Public Meeting Georgetown Sign-In Sheet 6/12/19
- Appendix I.H.B.3. Public Meetings 0610 and 0612 Attendance
- Appendix I.H.B.4. Public Meeting PowerPoint presentation 0612

MULTIPRONGED METHODS

A. DOOR-TO-DOOR

Door-to-door outreach for each neighborhood of SODO and Georgetown took place on May 24 and May 31 for SODO and June 3 for Georgetown. The outreach area for SODO was established by a map provided by Seattle City Light. For Georgetown, the radius represents a roughly one-quarter- mile (approximately 500-foot)

radius of the Flume Property site in Georgetown. Community feedback in SODO was exclusively from businesses with employees who said they would share the flyer with their manager or the owner of the business. There was no direct feedback about the project other than from four community members who had already seen the flyer as a mailer or email in Georgetown.

SODO

Dates: 5/24/19 & 5/31/19

CREÄ Staff conducted door-to-door outreach in SODO and visited the locations identified as the target area on the map. Public Notices were left at these businesses. About half of the businesses did not come to the door and the other half were not willing to stop working and meet in-person. CREÄ staff informed the businesses that they were able to meet in person at a later date, that two public meetings were coming up, and that the project website (with the survey) was available to them if they wanted to leave comments or suggestions. Some community members stated that they had already received the public notice via mail or email. They were aware of the project. In general, community members did not have any objections to the project. The one respondent who offered direct comments said that the project didn't really affect him since "City Light is already occupying the property, so there is no real loss to the neighborhood."

Please refer to:

- Appendix B. Outreach & Communications Log
- I.M.A.1. In-Person Outreach & Engagement Map SODO (See also B. Outreach & Communications Log)
- I.M.A.2. In-Person Outreach & Engagement Map Georgetown (See also B. Outreach & Communications Log)

GEORGETOWN

Date: 6/3/19

CREÄ Staff conducted door-to-door outreach in the Georgetown neighborhood and visited the area marked on the map. Public Notices were left at these residences and businesses. The majority of structures in Georgetown were residences. However, only one community member who lived there answered the door. She said she had heard about the project via email and said, "It would benefit the community since Georgetown doesn't have many parks or off-leash dog areas." One person said she had received the flyer in the mail.

Most of the businesses either weren't there or did not answer. CREÄ Staff informed the few businesses that were available to share the upcoming public meetings and visit the website (with links to the survey) if they wanted to leave comments or suggestions. In general, community members seemed excited about the possibility of a park, off-leash dog area or trail/park combination in the Georgetown neighborhood. The one business in Georgetown that took time to talk with CREÄ Staff at length was the manager/owner of Aero Motel. The owner stated that the motel has problems with people using alcohol and drugs at all hours of the night at the Flume property, which disturbs occupants of the Aero Motel. Plus, the owner was concerned about dogs in that area. The owner also stated that they didn't think the city should do anything with the property because it was going to cause more problems for the motel. CREÄ Staff encouraged the owner to fill out the online survey because this project is adjacent to the motel, and the city would be interested in their input.

Please refer to:

- Appendix B. Outreach & Communications Log
- Appendix I.M.A.1. In-Person Outreach and Engagement Record & SODO & Georgetown
- Appendix I.M.A.3. Door to Door Outreach Limits - Georgetown

B. STAKEHOLDER INTERVIEWS/ MEETINGS

Key stakeholders in the Georgetown community were identified by DON and indicated in the communications strategy. All the stakeholders were available to meet with CREÄ Staff. They were generally supportive of the vacation request and the Flume property exchange. The representative from Equinox Studios, however, expressed reservations about using the Flume property for an OLA given the many times the police have been called to address incidents in the Flume property and in the neighboring property, the Aero motel. Parks explained that the activation of the site for community purposes , such as an OLA, will deter criminal activities from the site.

Please refer to:

- Appendix I.M.B.1. Meeting Summary GCC Open Space Committee - All City Coffee 5/14/19
- Appendix I.M.B.2. Meeting Summary - Equinox 5/20/19
- Appendix I.M.B.3. Meeting Summary Notes – Georgetown Open Space Committee 7/22/19
- Appendix I.M.B.4. Meeting Summary - GREAT 5/20/19
- Appendix I.M.B.5. Meeting Summary - SODO BIA 5/14/19

C. MEETING WITH LOCAL ORGANIZATIONS

Additional presentations were made at public meetings held by community organizations such as the Georgetown Community Council, and the Georgetown Merchants Associations. City Light and Parks Staff, along with CREÄ representatives met with the Open Space Committee of the Georgetown Community Council. CREÄ Staff met one-on-one with representatives from the SODO BIA.

Please refer to:

- Appendix I.M.C.1. Presentation Summary - Georgetown CC 5/20/19
- Appendix I.M.C.2. Presentation Summary - GMA 5/14/19

A. SCL Public Outreach & Engagement Strategy (5/15/19)

SEATTLE CITY LIGHT: Diagonal Avenue Street Vacation

Public Outreach and Engagement Strategy

Seattle City Light is seeking the vacation of a portion of Diagonal Avenue South between 2nd Avenue South and 4th Avenue South that is currently designated a public right-of-way. In addition to the water quality and safety benefits that this street vacation will allow, Seattle City Light is making a portion of its Flume Property (between East Marginal Way South and South Myrtle Street) available for public open space.

| | |
|------------------|--|
| PROPERTY ADDRESS | Vacation ROW: 4101 Diagonal Avenue South, Seattle, WA 98134 Flume Property: 7300 East Marginal Way South, Seattle, WA 98108 |
| APPLICANT | Seattle City Light |
| CONTACT PERSON | Anindita Mitra |
| EMAIL | info@crea-affiliates.com |
| TYPE OF BUILDING | Diagonal Avenue South - Street Vacation Flume Property - Public Property Transfer |
| NEIGHBORHOOD | South Downtown and Georgetown |
| IN EQUITY AREA | Yes |

| TASK | | | TYPE | DUE DATE | DOCUMENTATION |
|------------------|----|--|----------------------|-----------|--|
| DIGITAL OUTREACH | A. | Online survey - (www.surveymonkey.com/r/diagonalave) | High-Impact Method | 13-May | Survey pages in pdf; survey summary |
| | B. | Project hotline (253) 397 3887 | High-Impact Method | 10-May | Public Notice with Hotline; communications log |
| | C. | Project web site with online survey- www.diagonalavenue.com (in 4 languages) | High-Impact Method | 24-May | Website pages in pdf |
| | A. | Project included in City Light's Facebook page | Multi-Pronged Method | 14-May | Pdf of page |
| | B. | DON Design Review Blog | Multi-Pronged Method | 11-Apr | Pdf of page |
| | C. | Include meeting events on DON calendar | Multi-Pronged Method | 15-May | Pdf of page |
| | D. | Email to https://georgetowncommunitycouncil.wordpress.com/links/ | Multi-Pronged Method | 15-Apr | pdf of email |
| | E. | Email to local organizations list | Multi-Pronged Method | 15-May | pdf of email |
| | F. | GCC Email to membership | Multi-Pronged Method | 15-May | pdf of email |
| | G. | GMA Email to membership | Multi-Pronged Method | 15-May | pdf of email |
| | H. | Email to SODO Business Improvement Area list | Multi-Pronged Method | 20-May | pdf of email; Constant Contact statistics |
| | A. | Door-to-door fact sheet or flyer dropped off at businesses - SODO | High-Impact Method | May 23-28 | Map of businesses contacted |
| | B. | Door-to-door fact sheet or flyer dropped off 500 feet from property - Georgetown | High-Impact Method | May 23-28 | Map of businesses contacted |

A. SCL Public Outreach & Engagement Strategy (5/15/19)

SEATTLE CITY LIGHT: Diagonal Avenue Street Vacation

Public Outreach and Engagement Strategy

| | | | | | |
|--------------------|----|--|----------------------|--------------|--|
| PRINTED | C. | Post 10 posters in each neighborhood | High-Impact Method | May 23-28 | Pdf, Map of poster locations |
| | D. | Direct mailings to residences and businesses | High-Impact Method | 20-May | Receipt from mailing company |
| | | | | | |
| | A. | Publish in Georgetown Gazette | Multi-Pronged Method | 20-May | pdf of Advertisement |
| | B. | Publish in DON e-newsletter/hard copy | Multi-Pronged Method | 15-May | pdf of Advertisement |
| | C. | Leave Public Notice in local gathering areas | Multi-Pronged Method | May 23-28 | Pdf, Map of poster locations |
| IN-PERSON MEETINGS | A. | Hosting community meetings (scheduled for 1.5 hours) | | | |
| | | a. SODO - meeting; The Factory Luxe | High-Impact Method | 10-Jun | Sign-in Sheets, Comment Sheets, Survey Forms |
| | | b. Georgetown - meeting; Georgetown Ballroom | High-Impact Method | 12-Jun | Sign-in Sheets, Comment Sheets, Survey Forms |
| | | | | | |
| | A. | Door-to-door visits near project sites | | | |
| | | a. Meet with property owners adjacent to Flume property | Multi-Pronged Method | Apr - May 29 | Communications Log |
| | | b. Door-to-door in SODO (1 / 4 mile or so, see map) | Multi-Pronged Method | May 23-29 | Communications Log |
| | B. | Meet with local leaders | | | |
| | | a. Sam Farrazaino (Equinox) | Multi-Pronged Method | 20-May | Communications Log |
| | | b. GREAT (Andrew Schiffer) | Multi-Pronged Method | 20-May | Communications Log |
| | | c. Rodario/Kate Koehler / Patty Foley (GCC- Open Space Committee) | Multi-Pronged Method | 14-May | Communications Log |
| | | d. Erin Goodman (SODO Business Improvement Area) | Multi-Pronged Method | 14-May | Communications Log |
| | C. | Presentation at an established community organization's meeting (Minimum 20-min) | | | |
| | | a. Georgetown Community Association Council | Multi-Pronged Method | tbd | Sign-in Sheets, Comment Sheets |
| | | b. Georgetown Merchants Association | Multi-Pronged Method | 14-May | Sign-in Sheets, Comment Sheets |
| | | c. Georgetown Community Council | Multi-Pronged Method | 20-May | Sign-in Sheets, Comment Sheets |
| | | | | | |
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| | | | | | |
| | | | | | |

B. Outreach & Communications Log

Communications Log - Door to Door, Emails, Phone Calls, Social Media

| Date | Name | Contact Info | Method | Communication/Inquiry | Response/Resolution |
|----------|-----------------------------|--------------------------|--------------------------------------|--|---|
| 6/3/2019 | C/E JENSEN FAMILY LP | 1001 S MYRTLE ST | In-Person, Door to Door - Georgetown | Public_Meeting_Notice | In-person contact and Public Meeting Notice delivered |
| 6/3/2019 | KOCHINA CORPORATION | 7200 EAST MARGINAL WAY S | In-Person, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 6/3/2019 | SEATTLE CITY OF FAS | 1000 S MYRTLE ST | In-Person, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 6/3/2019 | K BRANDS LLC | 1136 S ALBRO PL | In-Person, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | K BRANDS LLC | 1128 S ALBRO PL | In-Person, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | BRADLEY JOSEPH K. | 6310 ELLIS AVE S | In-Person, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | MYLES GALE R | 6600 FLORA AVE S | In-Person, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | MORENO MARTHA ELENA+BARNHAR | 6738 FLORA AVE S | In-Person, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | KREJCI HOLLY MARIE | 6901 ELLIS AVE S | In-Person, Door to Door - | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |

| | | | | | |
|----------|----------------------------|------------------|--------------------------------------|--|---------------------------------|
| | | | Georgetown | | |
| 6/3/2019 | CLAXTON JOANNE | 6909 ELLIS AVE S | In-Person, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | MACHLEID ANDREW | 6915 ELLIS AVE S | In-Person, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | HARMON ROBERT+ANTONETTE | 6919 ELLIS A | In-Person, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | EHLERS SHERELL+CHRISTOPHER | 6921 ELLIS AVE S | In-Person, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | STEVENSON ANDREA+AHN MINAN | 6925 ELLIS A | In-Person, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | PONDER JIM | 6929 ELLIS AVE S | In-Person, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | CASSEN VICTOR | 6933 ELLIS AVE S | In-Person, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | LAKE TERRACE LLC | 7150 S MYRTLE ST | In-Person, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | KV PARTNERS LLC | 950 S MYRTLE ST | In-Person, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |

| | | | | | |
|----------|-----------------------------------|---------------------|---|--|------------------------------------|
| 6/3/2019 | KREIKEMEIER TERRY+SUE | 6942 FLORA AVE S | In-Person, Door to Door - Georgetow n | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | DAVIS MEGAN E+SACHA L | 6938 FLORA AVE S | In-Person, Door to Door - Georgetow n | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | FORMAN PAUL J | 6934 FLORA AVE S | In-Person, Door to Door - Georgetow n | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | SURESH JILLELLAMUDI | 6930 FLORA A | In-Person, Door to Door - Georgetow n | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | ROUXE GREGORY L | 6920 FLORA AVE S | In-Person, Door to Door - Georgetow n | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | BERQUIST CLINTON | 6916 FLORA A | In-Person, Door to Door - Georgetow n | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | FISHBEIN AARON MICHAEL | 6912 FLORA AVE S | In-Person, Door to Door - Georgetow n | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | SIDDIQUE MOHAMMAD S+MARGHOO | 6908 FLORA AVE S | In-Person, Door to Door - Georgetow n | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 6/3/2019 | WITTMAN JOHN P | 6900 FLORA AVE S | In-Person, Door to Door - Georgetow n | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |

| | | | | | |
|-----------|---------------------------------------|---|--------------------------------------|--|---|
| 6/3/2019 | DE HAAN SIBYL | 6739 FLORA AVE S | In-Person, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/24/2019 | Earthwise Architectural Salvage | 3447 4th Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2019 | Emerald City Trapeze Arts | 2702 6th Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | Paramount Motor | 2908 6th Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | Brake & Clutch Supply | 2930 6th Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | Franz Bakery | 2901 6th Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | Sherwin Williams | 2924 4th Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | Kroesens Uniforms | 2922 6th Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | Second Use | 3223 6th Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | Atlas Supply | 611 S Charlestown St, Seattle, WA 98108 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | The Foundry Print and Embroidery Shop | 411 S Dawson St, Seattle, WA 98108 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |

| | | | | | |
|-----------|---|--|--------------------------------|--|---|
| 5/31/2018 | Georgetown Brewing Co | 5200 Denver Ave S, Seattle, WA 98108 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | Aboeda Design | 616 S Lucile St, Seattle, WA 98108 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | Oasis Water Gardens | 404 S Brandon St, Seattle, WA 98108 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | McKinstry | 5005 3rd Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | NAPA Auto Parts - Genuine Parts Company | 187 S Hudson St, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | UFCW Local 21 | 5030 1st Ave S #200, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | Public Notice Poster | 5030 1st Ave S | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | Daniel Smith Fine Art Materials | 4150 1st Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | Botanical Designs | 690 S Dakota St, Seattle, WA 98108 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | Bader & Olson | 601 S Andover St, Seattle, WA 98108 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/24/2019 | Gauge Design Group | 3810 4th Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | Closed. Public Meeting Notice delivered. |
| 5/24/2019 | Fogland Studio | Room 12, 3814 4th Ave S, Seattle, WA 98134 | In-Person, Door to | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |

| | | | | | |
|-----------|----------------------------|---------------------------------------|--------------------------------|--|---|
| | | | Door - SODO | | |
| 5/24/2019 | Dream Home Lighting | 3828 4th Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/24/2019 | Rodda Paint | 3838 4th Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/24/2019 | Merlino Foods | 4100 4th Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | Closed. Public Meeting Notice delivered. |
| 5/24/2019 | Burger Madness | 4117 4th Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | Closed. Public Meeting Notice delivered. |
| 5/24/2019 | AsianGingerTeriyaki & Roll | 4119 4th Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/24/2019 | The Head Shop | 4121 4th Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/24/2019 | IdentoGo | 4123 4th Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/24/2019 | Charlie's Produce | 3844 1st Ave S, Seattle, WA | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | Closed. Public Meeting Notice delivered. |
| 5/24/2019 | Casacade Designs Inc | 4000 1st Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | Closed. Public Meeting Notice delivered. |
| 5/24/2019 | Crosscut Hardwoods | 4100 1st Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/24/2019 | Franks Quality Produce | 135 Diagonal Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | Closed. Public Meeting Notice delivered. |

| | | | | | |
|-----------|------------------------------|--|-----------------------------------|--|---|
| 5/24/2019 | Lantern Press | 4225 2nd Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/24/2019 | Seattle Warehousing Services | 3807 2nd Ave South, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | Closed. Public Meeting Notice delivered. |
| 5/24/2019 | Rejuvenation Hardware | 2910 1st Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/24/2019 | Westland Distillery | 2931 1st Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/24/2019 | Ghostfish Brewing | 2942 1st Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/24/2019 | Seapine Brewing | 2959 Utah Ave S, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/24/2019 | Strouse Davis Architects | 3201 1st Ave S #206, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/24/2019 | GreyPants | 3220 1st Ave S #400, Seattle, WA 98134 | In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 6/3/2019 | LAI NU | 6451 FLORA AVE S | Poster, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered & Large Poster |
| 6/3/2019 | GALLOWAY JAY W | 6603 FLORA AVE S | Poster, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered & Large Poster |
| 6/3/2019 | SHELTON PAUL G | 6448 FLORA AVE S | Poster, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered & Large Poster |

| | | | | | |
|-----------|-----------------------------|-------------------------------------|-----------------------------------|--|---|
| 6/3/2019 | FLORABOX LLC | 6901 FLORA AVE S | Poster, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered & Large Poster |
| 6/3/2019 | SEED 153 LLC | 7070 EAST MARGINAL WAY S | Poster, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered & Small Poster |
| 6/3/2019 | JULIUS HORTON BUILDING L L | 6261 13TH AVE S | Poster, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered & Large Poster |
| 6/3/2019 | Georgetown Tiny Village | 1020 S Myrtle St, Seattle, WA 98108 | Poster, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered & Small Poster |
| 6/3/2019 | Star Motel Busstop # 45820 | 5216 4th Ave S, Seattle, WA 98108 | Poster, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Large Poster posted |
| 6/3/2019 | JOHNSON JULIE L+ROGER LLOYD | 6924 FLORA AVE S | Poster, Door to Door - Georgetown | Public_Meeting_Notice_Revised_5-17-19_AM | Public Meeting Notice delivered |
| 5/24/2019 | Public Notice | 4th Ave South & S Lander | Poster, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | Posted large poster NE corner |
| 5/24/2019 | Public Notice | 1st Ave South & S Lander | Poster, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | Posted large poster NW corner |
| 5/24/2019 | Public Notice | 1st Ave S & Horton St | Poster, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | Posted large poster Southeast corner |
| 6/3/2019 | AERO MOTEL LLC | 7240 EAST MARGINAL WAY S | Poster, In-Person, Door to Door - | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered + Large Poster posted |

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|-----------|--|---|--|--|---|
| | | | Georgetown | | |
| 5/24/2019 | Starbucks Reserve SODO | 2401 Utah Ave S, Seattle, WA 98134 | Poster, In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered + Poster left |
| 5/24/2019 | Silver Platters SODO | 2930 1st Ave S, Seattle, WA 98121 | Poster, In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered |
| 5/31/2018 | Costco Wholesale | 4401 4th Ave S, Seattle, WA 98134 | Poster, In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered + Large Poster posted |
| 5/24/2019 | Starbucks | 4115 4th Ave S, Seattle, WA 98134 | Poster, In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and flyers left &. Sm Poster |
| 5/24/2019 | Derby Restaurant | 2233 6th Ave S, Seattle, WA 98134 | Poster, In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | In-person contact and Public Meeting Notice delivered + sm Poster |
| 5/24/2019 | Public Notice - Seattle City Light South | 2207, 3613 4th Ave S, Seattle, WA 98134 | Poster, In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | Poster left and left message for SCL staff about where to put posters near facility |
| 5/31/2019 | Public Notice | S Lander & 6th Ave S | Poster, In-Person, Door to Door - SODO | Public_Meeting_Notice_Revised_5-17-19_AM | Posted large poster Southeast corner |
| 5/8/2018 | Barbara Hill | barbaragraced1@gmail.com | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/19 |
| 5/8/2018 | Tom Van Bronkhorst | tom.vanbronkhorst3@seattle.gov | Digital, Email | Public_Meeting_Notice_Sent | |
| 5/8/2018 | Josh Castle | jcastle@lihi.org | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/21 |
| 5/8/2018 | John Phillips(No longer works there) | john.phillips@seattlecolleges.edu | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/22 |

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|-----------|--------------------------|---|----------------|----------------------------|------------------------------------|
| 5/8/2018 | And referred Sarah Sabay | jwphillips323@hotmail.com | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/23 |
| 5/8/2018 | Sarah Sabay | Sarah.sabay@seattlecolleges.edu | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/24 |
| 5/8/2018 | Karen Ko | karen.ko@seattle.gov | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/25 |
| 5/8/2018 | Bill Oliver | wjoliv19@wport.com | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/26 |
| 5/8/2018 | Alexandra James | alexandra.james@lihi.org | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/27 |
| 5/8/2018 | Scott Morrow | scott@nickelsville.works | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/28 |
| 5/8/2018 | Sharon Lee | sharonl@lihi.org | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/29 |
| 5/8/2018 | Emilie Shepherd | emilieshepherd43@gmail.com, 206.883.3298 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/30 |
| 5/14/2019 | Crystal Stunns | crystalstunns@gmail.com | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/31 |
| 5/14/2019 | John Bennett + Aurora | bennettproperties@comcast.net, 206.227.1990 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/32 |
| 5/14/2019 | Patti Curtis-Fogue | info@foguestudios.com | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/33 |
| 5/14/2019 | Angela Koumriqian | info@SanGennaroFestivalSeattle.org | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/34 |
| 5/14/2019 | Ruth Keating Lockwood | ruth@oxbowseattle.com, 206.615.1721 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/35 |
| 5/14/2019 | Danyal lotfi | danyal.lofti@gmail.com, 206.615.1721 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/36 |
| 5/14/2019 | Melissa Jeter Albrecht | omdotjet@live.com | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/37 |
| 5/14/2019 | Anita Woo | anita@georgetowninnseattle.com | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/38 |
| 5/14/2019 | Willie Moneda | willie@sandboxsports.net, 206.321.9861 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/39 |
| 5/14/2019 | Jason Maroney | jason@foodzcatering.com, 206.402.8377 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/40 |
| 5/14/2019 | Shelby Sewell | shelby@foodzcatering.com, 206.297.9634 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/41 |
| 5/14/2019 | Thom Geibel | thom.smartypants@gmail.com, 414.588.0745 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/42 |

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|------------|---|--|----------------|----------------------------|------------------------------------|
| 5/14/2019 | Rusty Oliver | allmetalarts@gmail.com, 206.200.9496 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/43 |
| 5/14/2019 | Aj Mohn | ajmohn@gmail.com, 206.412.7872 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/44 |
| 5/14/2019 | Michelle Thurston | chellmelt78@gmail.com, 206.940.9302 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/45 |
| 5/14/2019 | Tammy Morales | 206.396.1276 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/46 |
| 5/14/2019 | Jerry Chinn | jerrychinn@emsn.com | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/47 |
| 5/14/2019 | Patty Foley | patty_foley@hotmail.com, 206.409.9838 | Digital, Email | Public_Meeting_Notice_Sent | |
| 5/14/2019 | Jesse Moore | jesse@dvsafestreet.s.org, 206.234.4561 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/49 |
| 5/14/2019 | Kate Kohler | kkohler124@gmail.com, 412.843.5304 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/50 |
| 5/14/2019 | Rosario Maria Medina | 1rosariomaria@gmail.com, 206.778.8661 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/51 |
| 5/8/2019 | Theoria | 5511 1/2 Airport Way S, Seattle, WA 98108, (425) 354-4025 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/52 |
| 5/8/2019 | Sophie Frye Brass Library | 5933 6th Ave S, Seattle, WA 98108 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/53 |
| 5/8/2019 | Alice Stenstrom, Museum of History and Industry | alice.stenstrom@mohai.org, (206) 324-1126 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/54 |
| 5/8/2019 | Maruta Shoten | 1024 S Bailey St, Seattle, WA, (206) 767-5002 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/55 |
| 5/8/2019 | Airport Way Market | 6249 Airport Way S, Seattle, WA, (206) 767-7296 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/56 |
| 5/8/2019 | Affordable Kosher LLC | info@affordablekosher.com, 5980 1st Ave S, Seattle, WA, (206) 772-1616 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/57 |
| 05/08/2019 | Velotti Food | 135 S Brandon St, Seattle, WA, (206) 763-2545 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/58 |
| 05/08/2019 | Georgetown Community Church | emily_harman@can.salvationarmy.org, | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/59 |

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|-----------|--|--|----------------|-----------------------------|------------------------------------|
| | | 6606 Carleton Ave S | | | |
| 5/8/2019 | New Direction Missionary Church | 755 S Homer St, (206) 763-2151 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/60 |
| 5/8/2019 | Grace Church | 500 S Brandon St, Seattle, WA 98108, (206) 652-4433 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/61 |
| 5/8/2019 | School of Acrobatics and New Circus Arts | 674 S Orcas St, office@sancaseattle.org | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/62 |
| 5/8/2019 | Planet Fitness | 9000 Rainier Ave S | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/63 |
| 5/8/2019 | stephanie.ward@pfgrowth.com | (206) 257-3655 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/64 |
| 5/8/2019 | Serious About Fitness | 15205 NE 95th St, (206)818-0775 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/65 |
| 5/8/2019 | Jet City CrossFit | 1115 S Elizabeth St | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/66 |
| 5/8/2019 | Blueprint Athletic Performance | 6335 1st Ave S, (206) 371-7326 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/67 |
| 5/8/2019 | Boeing Fitness Center (2-22) | 222 16th Ave S, (206) 544-9861 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/68 |
| 5/8/2019 | Yogasmith | 5917 Airport Way S, (206) 795-0772 | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/69 |
| 5/8/2019 | Tricia Diamond, Project Admin. King County International Airport | (206)477-9617 7277 Perimeter Rd., S, tdiamond@kingcounty.gov | Digital, Email | Public_Meeting_Notice_Sent | Survey reminder email sent 7/22/70 |
| 7/22/2019 | Peter True Vice President Gull Industries, Inc. | pat@gulloil.com Office: (206) 624-5900 Cell: (206) 351-4774 Fax: (206) 624-5412 | Digital, Email | Requested Letter of Support | Letter of Support Signed 8/9/19 |
| 7/22/2019 | Rick Jerabek Corporate Counsel COSTCO WHOLESALE | 999 Lake Drive, Issaquah, WA 98027 Direct: (425) 427-3585 - Fax: (425) 313-8114 - rjerabek@costco.com | Digital, Email | Requested Letter of Support | Letter of Support Signed 8/6/20 |

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|-----------|---|---|-------------------|--|--|
| 7/22/2019 | Sandra Green Corporate Real Estate BNSF | Sandra.Green@bnsf.com Work: 817-352-3447- work Moblie 817-771-0486 Fax: 817-352-7797 | Digital, Email | Requested Letter of Support | |
| 4/24/2019 | SODO Business Association | 206-294-3285 | Digital, Phone | (Enter Communication Inquiry) | |
| 4/24/2019 | SODO Business Improvement Area | 206-294-3285 | Digital, Phone | (Enter Communication Inquiry) | |
| 4/24/2019 | Erin Goodman, Exec. Dir. | 206-981-9877 (cell), erin@sodoseattle.org | Digital, Phone | jillian celich -- checking to see if they can do an email blast for us. | |
| 4/24/2019 | Taiwanese Junior Chamber of Commerce | info@tjccs.org(undeliverable) | Digital, Phone | (Enter Communication Inquiry) | |
| 4/24/2019 | Pacific Asian Empowerment Program | 270 So. Hanford Street, Suite 204 | Digital, Phone | (Enter Communication Inquiry) | |
| 4/24/2019 | Cristina Vasconcelos, Exec. Dir. | (206) 324-0236 | Digital, Phone | NuHope Street Intl., 5825 221st Place SE, Issaquah | |
| 4/24/2019 | NuHope Street | (206) 445-1629, 2450 6th Ave S | Digital, Phone | left message | |
| 4/24/2019 | Marine Stewardship Council (MSC) | (206) 691-0188, 5030 1st Ave S | Digital, Phone | mailbox full | |
| 4/24/2019 | Dina Wright, BNSF Railway Co. | (800)795-2673, 1000 2nd Av. | Digital, Phone | BNSF real estate, contacted | |
| 4/26/2019 | Union Pacific Railway | 402 S Dawson St, Seattle, WA 98108 | Digital, Phone | left message 4/26, call returned 4/30; email sent | |
| 4/26/2019 | Aaron Galley | (888)877-7267 | Digital, Phone | apgalley@up.com | |
| 5/7/2019 | United Food Commercial Workers Assn. | 1510 N. 18th St., Mt. Vernon, WA 98273 | Digital, Phone | own MSC bldg, called in on 5/7 re MSC bldg. | |

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|------------|--|--|-----------------------------|---|--|
| 7/17/2019 | Peter True Vice President Gull Industries, Inc. | pat@gulloil.com Office: (206) 624-5900 Cell: (206) 351-4774 Fax: (206) 624-5412 | Digital, Phone | Requested meeting to discuss letter of support | Meeting scheduled and attended 7/30 11am. Outcome, support for street vacation. Will follow up with email letter of support. |
| 7/17/2019 | Sandra Green Corporate Real Estate BNSF | Sandra.Green@bnsf.com Work: 817-352-3447- work Moblie 817-771-0486 Fax: 817-352-7797 | Digital, Phone | Left message requesting Letter of Support 7/17/19 | |
| 7/30/2019 | Costco | Rick Jerabek, Corporate Counsel COSTCO WHOLESALE 999 Lake Drive, Issaquah, WA 98027 Direct: (425) 427-3585 - Fax: (425) 313-8114 - rjerabek@costco.com | Digital, Phone | Left follow up VM 7/30 from March meeting, sent email follow up to VM on 7/31 | |
| 7/17/2019 | Bobby Whelan | (206)436-0210, bwhelan@ufcw21.org | Digital, Phone | Left message 7/17/19 | |
| 05/27/2019 | Georgetown Community Discussion Group | https://www.facebook.com/groups/GeorgetownCommunity/about/ | Digital, Social Media | Attempted to post Public Meeting Event on Facebook Group | Need access from Adminstrator to post content |
| 05/27/2019 | Georgetown North | https://www.facebook.com/groups/306305049922142/ | Digital, Social Media | Attempted to post Public Meeting Event on Facebook Group | Need access from Adminstrator to post content |
| 05/27/2019 | Georgetown Seattle | https://groups.yahoo.com/neo/groups/Georgetown-Seattle/info | Digital, Social Media | Attempted to post Public Meeting Event on Facebook Group | Need access from Adminstrator to post content |
| 05/27/2019 | Georgetown Garden Walk | https://www.facebook.com/GeorgetownGardenWalk | Digital, Social Media | Attempted to post Public Meeting Event on Facebook Group | Need access from Adminstrator to post content |
| 05/27/2019 | Georgetown SouthPark P.O.C. | https://www.facebook.com/groups/114390859313629/ | Digital, Social Media | Attempted to post Public Meeting Event on Facebook Group | Need access from Adminstrator to post content |

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|------------|-------------------------|---|-----------------------|--|--|
| 05/27/2019 | Georgetown Dogs | https://www.facebook.com/groups/10150097008755556/ | Digital, Social Media | Attempted to post Public Meeting Event on Facebook Group | Need access from Administrator to post content |
| 05/27/2019 | Georgetown Parents | https://www.facebook.com/Georgetown-Parents-165245600202714/ | Digital, Social Media | Attempted to post Public Meeting Event on Facebook Group | Need access from Administrator to post content |
| 05/27/2019 | Georgetown Events Club | https://www.facebook.com/georgetowneventsclub/ | Digital, Social Media | Attempted to post Public Meeting Event on Facebook Group | Need access from Administrator to post content |
| 05/27/2019 | Seattle Design District | https://www.seattledesigndistrict.com/contact | Digital, Social Media | Attempted to post Public Meeting Event on Facebook Group | Need access from Administrator to post content |
| 05/27/2019 | SODO BIA | https://www.facebook.com/SODOBIA/ | Digital, Social Media | Attempted to post Public Meeting Event on Facebook Group | Need access from Administrator to post content |

D.H. A. Street Vacation Online Survey



Seattle City Light Diagonal Avenue South - Street Vacation Survey

Seattle City Light will be petitioning the City of Seattle to vacate an unused portion of Diagonal Avenue South in the SODO neighborhood. In exchange, the utility would transfer a piece of property in the Georgetown neighborhood to Seattle Parks and Recreation. They are exploring this property's use as an off-leash dog area, possibly with a walking and biking trail. We'd like your feedback on this proposal.

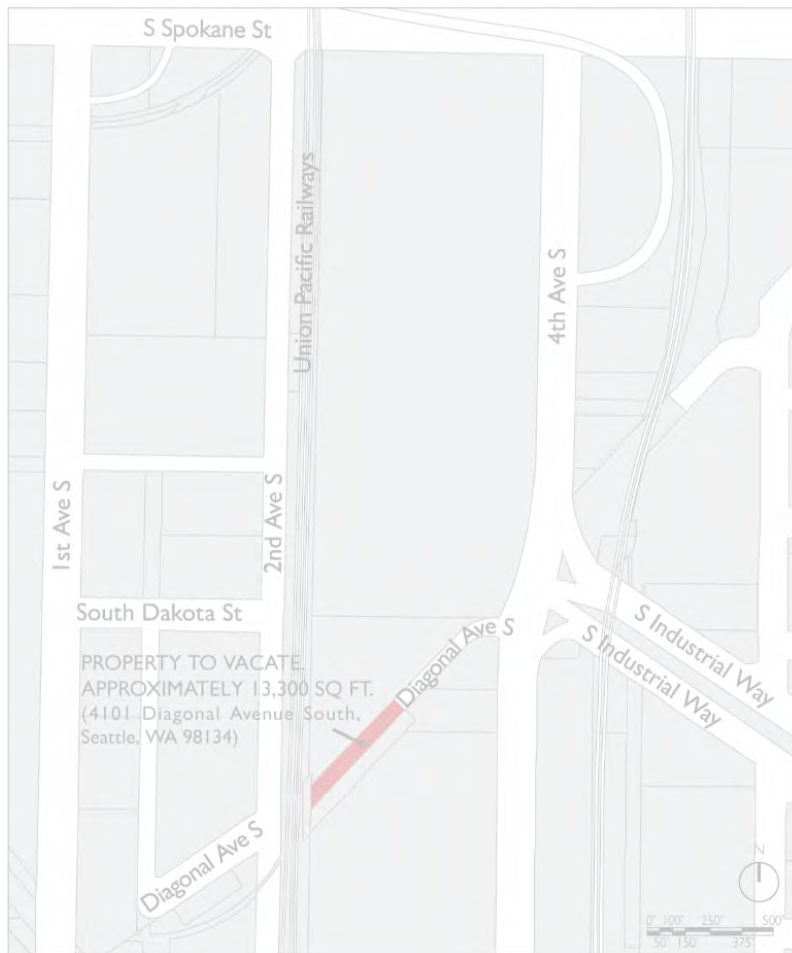
To learn more about this project, please visit diagonalavenue.com for more information.

Survey responses will be accepted until Wednesday, July 31 at 11:59 p.m.

OK

1. Do you have any concerns with Seattle City Light's street vacation petition to permanently use the southern portion of Diagonal Avenue South by transferring ownership to the utility?

D.H. A. Street Vacation Online Survey

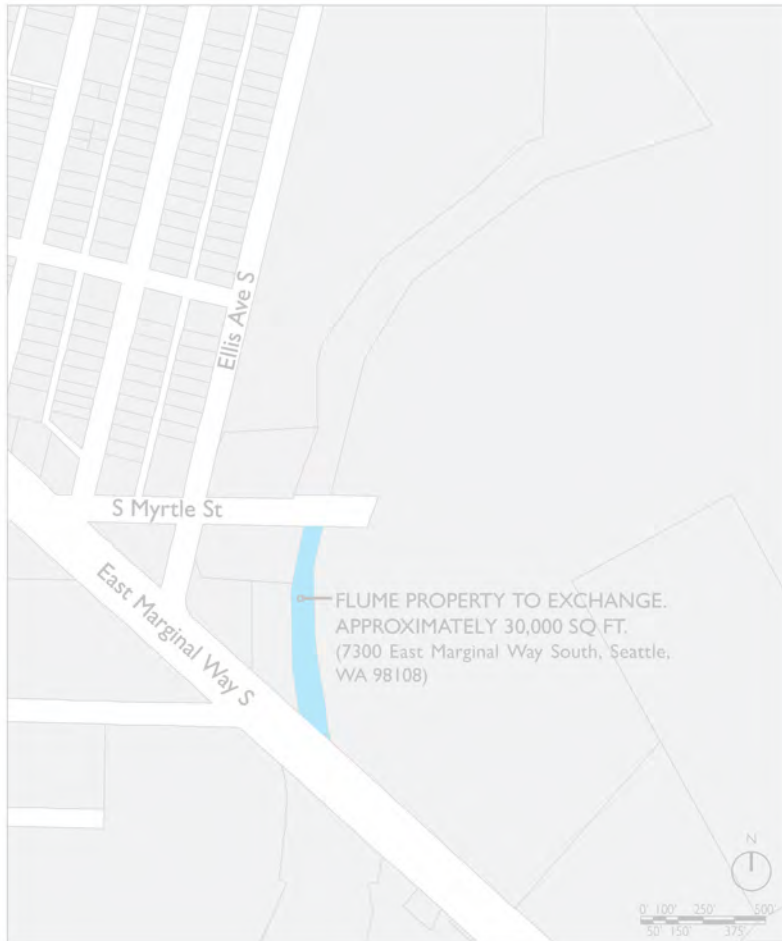


- ☐ No
- ☐ Yes (please specify):

0 of 9 answered

D.H. A. Street Vacation Online Survey

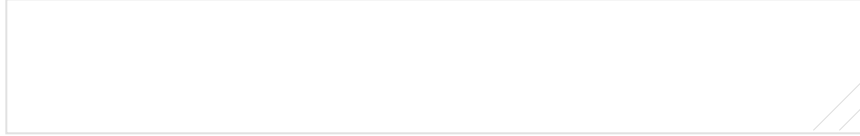
2. Do you have concerns with Seattle City Light transferring its ownership of the Flume Property on East Marginal Way South to Seattle Parks and Recreation? This would allow Seattle Parks and Recreation to consider the use of this property as an off-leash dog park, possibly with a walking and biking trail for the neighborhood.



- ☐ No
- ☐ Yes (please specify):

0 of 9 answered

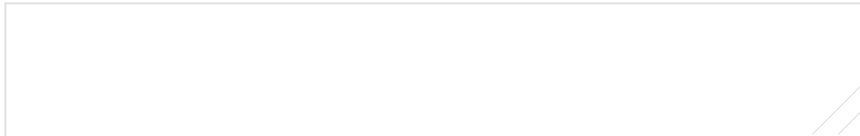
D.H. A. Street Vacation Online Survey



3. Do you agree that this property transfer to Seattle Parks and Recreation is a fair public benefit in exchange for Seattle City Light's street vacation petition on Diagonal Avenue South?

- ☐ Yes, I agree
- ☐ No, I disagree

4. Do you have additional questions or comments for us?

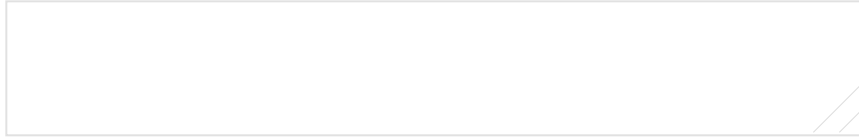


5. Do you work in SODO or Georgetown?

- ☐ I work in SODO
- ☐ I work in Georgetown
- ☐ I do not work in either area

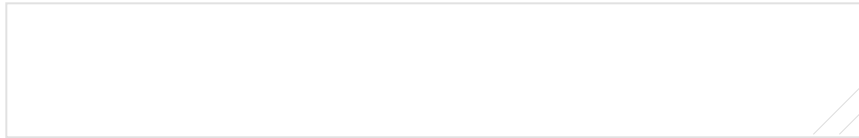
0 of 9 answered

D.H. A. Street Vacation Online Survey



6. Do you live in SODO or Georgetown?

- ☐ I live in SODO
- ☐ I live in Georgetown
- ☐ I do not live in the area
- ☐ Other (please specify)



7. What age group are you in?

- | | |
|--------------------------------|-----------------------------|
| <input type="radio"/> Under 18 | <input type="radio"/> 45-54 |
| <input type="radio"/> 18-24 | <input type="radio"/> 55-64 |
| <input type="radio"/> 25-34 | <input type="radio"/> 65+ |
| <input type="radio"/> 35-44 | |

0 of 9 answered

D.H. A. Street Vacation Online Survey

8. The fields below help us understand who we are reaching to ensure we're doing the best job at connecting with all people in our community. Your participation is voluntary.

What language do you speak at home?

What is your gender?

Do you own or rent?

What ZIP code do you live in?

What is your race/ethnicity?

9. If you would like to be added to our email distribution or mailing list, please provide your information below.

Name

Address

City/Town

State

ZIP/Postal Code

Email Address

Phone Number

0 of 9 answered

D.H. A. Street Vacation Online Survey

DONE

Powered by



See how easy it is to [create a survey](#).

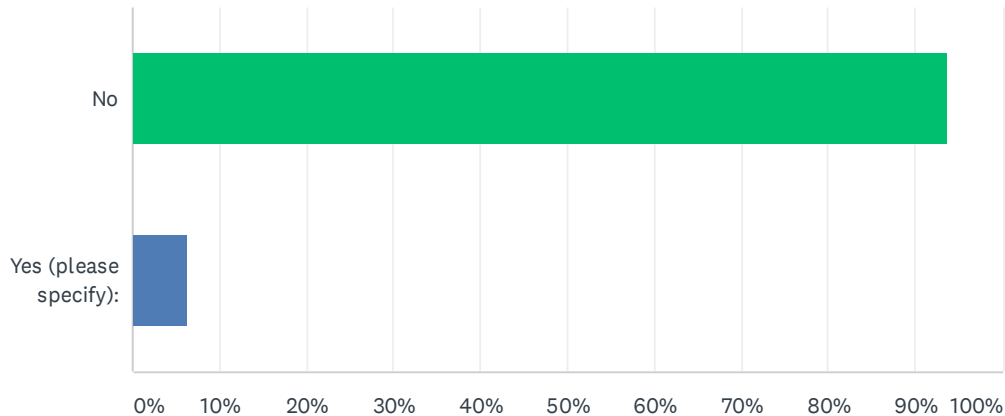
[Privacy & Cookie Policy](#)

0 of 9 answered

DHA1 Survey Data_190801

Q1 Do you have any concerns with Seattle City Light's street vacation petition to permanently use the southern portion of Diagonal Avenue South by transferring ownership to the utility?

Answered: 79 Skipped: 2



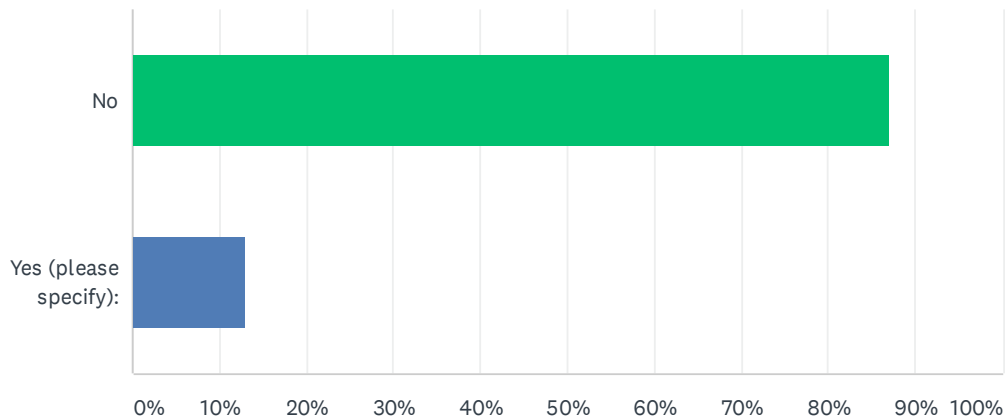
| ANSWER CHOICES | RESPONSES | |
|-----------------------|-----------|----|
| No | 93.67% | 74 |
| Yes (please specify): | 6.33% | 5 |
| TOTAL | | 79 |

| # | YES (PLEASE SPECIFY): | DATE |
|---|---|--------------------|
| 1 | SPU has a 12.5' diameter drain pipe (Diagonal Drain) that runs under Diagonal Ave S. SCL previously used this area as a soil storage area and was found during an PW contract to clean the drain that SCL was allowing stored spoils from excavations to go into the drain through a manhole cover. Diagonal Drain discharges directly into the Duwamish River. You may want to check with SPU and also SCL Environmental as the drain cleaning project was to get rid of any contamination so King County could clean contaminated soils in front of the discharge location in the Duwamish. If the property is acquired, it should not be used to store spoils without consideration of Diagonal Drain. | 7/29/2019 7:53 AM |
| 2 | How will closing off this shortcut impact 4th ave s and airport way traffic? | 7/26/2019 6:34 PM |
| 3 | Concerned about the Georgetown project getting funding for completion and if the space can be trail and dog park. | 7/26/2019 1:03 PM |
| 4 | I don't really understand exactly what you're asking here. | 6/21/2019 10:28 AM |
| 5 | I fell that the value of this land far exceeds the value of the flume property. Highest and best use is apparent. The flume has been derelict for so long, and the Diagonal property is currently in use and highly desired by City Light. Would like more investment from City Light into Flume project in addition to land transfer. | 6/12/2019 4:02 PM |

DHA1 Survey Data_190801

Q2 Do you have concerns with Seattle City Light transferring its ownership of the Flume Property on East Marginal Way South to Seattle Parks and Recreation? This would allow Seattle Parks and Recreation to consider the use of this property as an off-leash dog park, possibly with a walking and biking trail for the neighborhood.

Answered: 77 Skipped: 4



| ANSWER CHOICES | RESPONSES | |
|-----------------------|-----------|----|
| No | 87.01% | 67 |
| Yes (please specify): | 12.99% | 10 |
| TOTAL | | 77 |

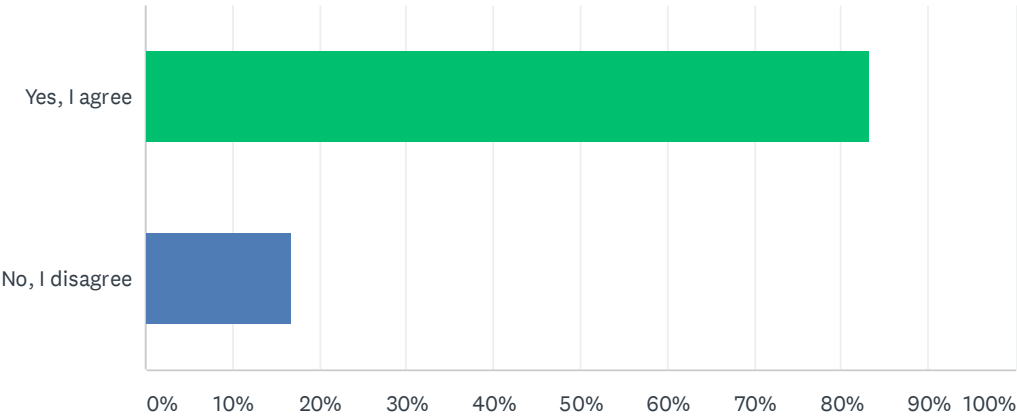
DHA1 Survey Data_190801

| # | YES (PLEASE SPECIFY): | DATE |
|----|---|--------------------|
| 1 | Contamination? | 7/24/2019 12:57 PM |
| 2 | Ownership transfer should not occur until an environmental impact study and at least concept-level study of a dog / walking path facility has been completed. It is impossible for the public to understand what the public benefit of the transfer would be without those studies being completed. | 7/24/2019 9:59 AM |
| 3 | I think an off leash dog park is a great idea! But have fears that this area will just become another place for tents & campers to live and park, ultimately making it unsafe to ever use for its purpose. | 6/20/2019 4:48 PM |
| 4 | See answer above. Would like additional investment from City Light to make this project and infrastructure possible. Fully support the use of Flume property as park/open space/dog park/trail, etc. | 6/12/2019 4:02 PM |
| 5 | Need more information about the surrounding property ownership. A narrow swath of property may be fairly useless piece of property if it's bordered by other non park like uses. | 6/11/2019 1:26 PM |
| 6 | This area is far from the vacated property. I think there is much better use for the funds within SODO particularly to link the SODO Track to Georgetown. | 6/11/2019 11:30 AM |
| 7 | This property is in a TERRIBLE location for a park, and is unsafe after 5pm. There are no businesses open after daytime 9-5 hours, all of the industries close up shop, and what is there is cheap motels with the typical traffic. That stretch of E Marginal Way is dirty and fast, and mainly services large trucks, through traffic, industrial traffic, etc. The area has no parking, and is not at all pedestrian friendly, and it is at the very edge of the neighborhood, quite far from most of it, and on the high truck traffic, seedier end- this property is behind the Aero Motel, a reasonable business in this area, but not a place to hang out. In addition, there are a lot of activities there that are on the edge of society, not surprisingly- this is outside of residential areas, and in a place where no one is there to bother you after business hours! These places are necessary, but co-opting them into parks is...a terrible idea. I'm not afraid of persons experiencing homelessness, but out behind the Aero motel there is alot more going on than just that, and done by people beyond just the homeless- prostitution, drugs, I wouldnt be surprised if human trafficking were a regular activity here. You're asking us to send our kids and pets here? Whats your security proposal? Are you just leaving that to Parks and Rec? And it's called the Flume property? How contaminated are the soils? What would be done for clean up? Transferring this property seems like a gift of a headache to parks, and no exchange at all for the neighborhood. | 6/10/2019 9:41 AM |
| 8 | We have limited green space in south Seattle. I do not feel a dog park is a good use of land with our diminishing population of insects and birds. | 6/9/2019 6:44 AM |
| 9 | 1. Activate the space to deter the ever-present camping 2. Provide green-space for area employees to walk during lunch/breaks 3. Provide safe travel for folks using the bus system to access businesses along the corridor. | 6/8/2019 8:59 AM |
| 10 | the Parks Dept will need funds to actual make this a community benefit to Georgetown - whether it be for a dog park or trail improvements, or both. We need Council to help us find funds within the City's budget. | 5/15/2019 5:06 PM |

DHA1 Survey Data_190801

Q3 Do you agree that this property transfer to Seattle Parks and Recreation is a fair public benefit in exchange for Seattle City Light’s street vacation petition on Diagonal Avenue South?

Answered: 78 Skipped: 3



| ANSWER CHOICES | RESPONSES | |
|----------------|-----------|----|
| Yes, I agree | 83.33% | 65 |
| No, I disagree | 16.67% | 13 |
| TOTAL | | 78 |

DHA1 Survey Data_190801

Q4 Do you have additional questions or comments for us?

Answered: 53 Skipped: 28

DHA1 Survey Data_190801

| # | RESPONSES | DATE |
|----|--|--------------------|
| 1 | An off leash dog park is the best choice for the space, the city needs more public space for dogs | 7/29/2019 10:04 AM |
| 2 | Nope, sounds like a great plan! | 7/29/2019 7:59 AM |
| 3 | Just the traffic impacts | 7/26/2019 6:34 PM |
| 4 | Off leash dog park please | 7/26/2019 6:08 PM |
| 5 | Thanks SCL for partnering with Seattle Parks to ensure a usable, clean, useful dog park can be opened within a year of the transfer. | 7/26/2019 2:25 PM |
| 6 | No | 7/26/2019 2:00 PM |
| 7 | Please create an off-leash dog park! | 7/26/2019 1:44 PM |
| 8 | Only agree if there is funding and commitment from departments to due engagement around what the space should be for the community and to invest in the project/property after it's swapped. | 7/26/2019 1:03 PM |
| 9 | Please put a dog park there. | 7/26/2019 1:01 PM |
| 10 | The Diagonal property isn't being used by the public already, this is a no-brainer! | 7/26/2019 8:25 AM |
| 11 | no | 7/24/2019 12:57 PM |
| 12 | As a Georgetown resident, I would be delighted to see a park in my neighborhood with an off-leash dog area with biking and walking trails. Seems like an great use of space! | 6/26/2019 9:00 AM |
| 13 | The survey says the land would be "considered for use as..." what are other things the land could be used for? | 6/26/2019 7:21 AM |
| 14 | Dog park would be amazing, we are totally in favor of it! | 6/26/2019 7:20 AM |
| 15 | Is the Plume site contaminated? Would the city clean up this property? I feel like parks should be clean and safe. | 6/24/2019 1:29 PM |
| 16 | thanks for being pragmatic and making something work for the community | 6/21/2019 10:47 AM |
| 17 | I would love the trail and dog park! This is a great plan! | 6/21/2019 10:28 AM |
| 18 | A better bike route will be a worthwhile public benefit, | 6/20/2019 8:45 PM |
| 19 | Turning the flume into a park/trail is a good idea. | 6/20/2019 2:49 PM |
| 20 | Funding for improvements to the "Flume" property in order to make it an active public space should accompany the Flume property transfer to Parks and Recreation. Without funding for improvements the property will provide no increased benefit to the local community than it is presently. | 6/20/2019 2:33 PM |
| 21 | Love the idea of a dog park! | 6/18/2019 6:50 PM |
| 22 | No additional comments at this time. | 6/18/2019 4:40 PM |
| 23 | If converted to a pocket dog park...will there be a dog limit imposed to prevent dog walkers from taking over the small premises? | 6/17/2019 7:44 PM |
| 24 | I support transfer, but want additional investment from City Light in Flume property/project. Property transfer alone is not a fair public benefit. | 6/12/2019 4:02 PM |
| 25 | This would be a great benefit to the people in SODO as there is no safe place to walk here. | 6/12/2019 1:24 PM |
| 26 | We would like a walking trail- that would serve several purposes- 1. Activate the space to deter the ever-present camping 2. Provide green-space for area employees to walk during lunch/breaks 3. Provide safe travel for folks using the bus system to access businesses along the corridor | 6/12/2019 11:21 AM |
| 27 | We would like a walking trail- that would serve several purposes- 1. Activate the space to deter the ever-present camping 2. Provide green-space for area employees to walk during lunch/breaks 3. Provide safe travel for folks using the bus system to access businesses along | 6/12/2019 10:19 AM |

DHA1 Survey Data_190801

the corridor. This used to be a safe and nice area for us to walk at lunchtime but that can't happen any longer.

| | | |
|----|--|--------------------|
| 28 | What specifically is SCL going to do to improve the water runoff to the Duwamish and to control flooding. How is it that they have used this area for so long and not done this already. | 6/11/2019 1:26 PM |
| 29 | This seems like a great win for the Georgetown area, providing some much-needed services to that neighborhood (of which I consider myself a part). I would definitely utilize the new park space, assuming i was turned into an offleash park or bike-way. | 6/11/2019 1:17 PM |
| 30 | The area you're proposing to use as park space is disconnected from the community and off of a very busy road with poor pedestrian infrastructure. I worry it wouldn't be activated and think making it habitat would be a better use of the space. | 6/11/2019 11:30 AM |
| 31 | I would like to see improvements to Industrial Way as well, for a walking trail and greenspace development. | 6/11/2019 10:42 AM |
| 32 | I do not oppose this exchange- but do feel that some of the benefit should come to SODO since that is where the street in question is. It would be fair if, in addition to the exchange, SCL invest in upgrades to the Industrial Way Corridor- from Airport Way S to 4th Ave S- specifically that they install a walking trail- that would serve several purposes- 1. Activate the space to deter the ever-present camping 2. Provide green-space for area employees to walk during lunch/breaks 3. Provide safe travel for folks using the bus system to access businesses along the corridor. With the opening of Recovery Cafe- more folks will be using the bus stops along 4th and Airport to access the facility. Currently there is not a sidewalk all the way and with the high volume of trucks a safe space to walk is critical. As the only green-space in SODO this is an essential area and activating it for area employees and visitors would be a significant public benefit to SODO. | 6/11/2019 10:17 AM |
| 33 | No | 6/10/2019 6:11 PM |
| 34 | I don't oppose Georgetown getting a dog park, but it would be good to also create benefit for SODO including: 1. Activate the space 2. Provide green-space for area employees to walk during lunch/breaks 3. Provide safe travel for folks using the bus system to access businesses along the corridor. With the opening of Recovery Cafe- more folks will be using the bus stops along 4th and Airport to access the facility. Currently there is not a sidewalk all the way and with the high volume of trucks a safe space to walk is critical. As the only green-space in SODO this is an essential area and activating it for area employees and visitors would be a significant public benefit to SODO. Thank You! | 6/10/2019 3:09 PM |
| 35 | No | 6/10/2019 10:23 AM |
| 36 | Please find a more suitable property, something more accesible to more of the neighborhood living and working in Sodo and Georgetown. Also, somethign more viable as a park. The flume property isnt acceptable for this use. | 6/10/2019 9:41 AM |
| 37 | Dog park is not a good use of land. | 6/9/2019 6:44 AM |
| 38 | In addition to the proposed exchange, we would ask that SCL invest in upgrades to the Industrial Way Corridor- from Airport Way S to 4th Ave S- specifically that they install a walking trail- that would serve several purposes- 1. Activate the space to deter the ever-present camping 2. Provide green-space for area employees to walk during lunch/breaks 3. Provide safe travel for folks using the bus system to access businesses along the corridor. With the opening of Recovery Cafe- more folks will be using the bus stops along 4th and Airport to access the facility. Currently there is not a sidewalk all the way and with the high volume of trucks, a safe space to walk is critical. As the only green-space in SODO, this is an essential area and activating it for area employees and visitors would be a significant public benefit to SODO. | 6/6/2019 9:22 AM |
| 39 | While I think the Georgetown Flume property is a decent exchange, it only seems fair to do something to benefit SoDo directly, since the street being vacated is in SoDo. Specifically, I'd like to see SCL invest in upgrades to the Industrial Way Corridor- from Airport Way S to 4th Ave S- specifically installing a walking trail and rehabbing the old, dilapidated sign at the east end of the corridor. Many people work in this area and having a small area of clean, well-maintained greenspace in SoDo would be a huge boost to the morale of the area's workforce. | 6/5/2019 5:10 PM |
| 40 | no | 6/5/2019 3:52 PM |
| 41 | Please make a walking train for pedestrians in this area. | 6/5/2019 3:36 PM |

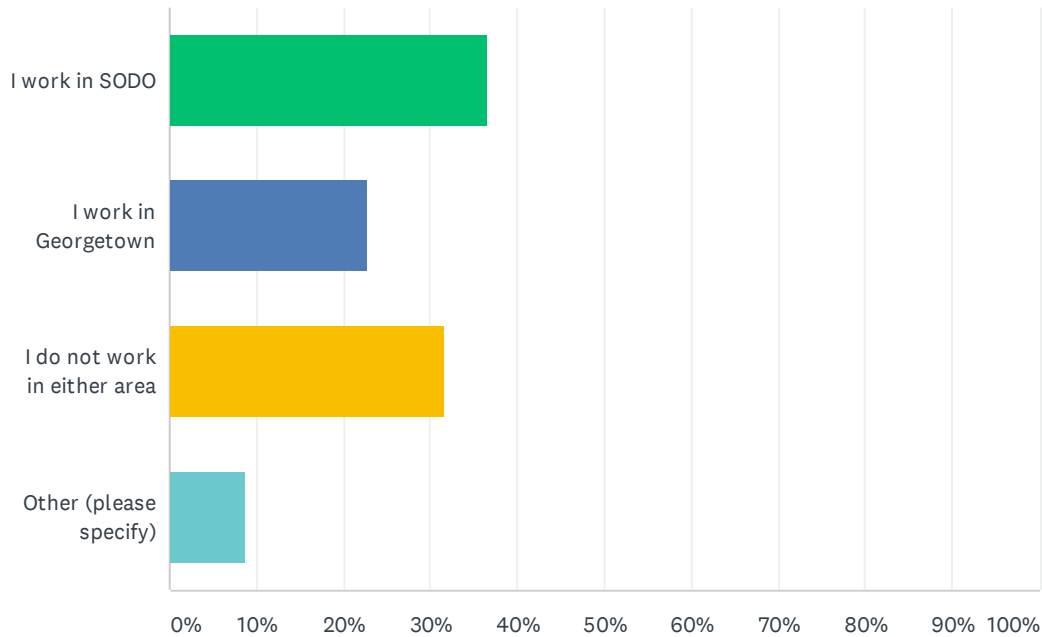
DHA1 Survey Data_190801

| | | |
|----|---|-------------------|
| 42 | I would like to see the area used to benefit Sodo Businesses and the employees that work in the area. | 6/5/2019 10:12 AM |
| 43 | I think there should be more pedestrian improvements in the area, as well as public safety. | 6/5/2019 9:58 AM |
| 44 | Please consider investing in upgrades to the Industrial Way Corridor- from Airport WY S to 4th Ave S- specifically install a walking trail- that would serve several purposes- 1. Activate the space to deter the ever-present camping 2. Provide green-space for area employees to walk during lunch/breaks 3. Provide safe travel for folks using the bus system to access businesses along the corridor. With the opening of Recovery Cafe- more folks will be using the bus stops along 4th and Airport to access the facility. Currently there is not a sidewalk all the way and with the high volume of trucks a safe space to walk is critical. As the only green-space in SODO this is an essential area and activating it for area employees and visitors would be a significant public benefit to SODO. | 6/4/2019 5:41 PM |
| 45 | I would like to add an additional public benefit for SODO, the green-space across from the site- under the power-lines- is the only swath of green in the entire SODO area. I have had multiple requests from neighboring businesses for a walking path or trail that would activate the space and give their employees somewhere to walk and enjoy some greenery in SODO. I would be happy to discuss this further and possible partnership on the project. It makes sense that some benefit come to SODO for this vacation. | 6/4/2019 4:13 PM |
| 46 | We would love to see more green space and parks in the Georgetown/SODO neighborhoods. Lots of kids and dogs in the area but only a few small parks currently. | 6/3/2019 4:46 PM |
| 47 | No | 6/2/2019 6:50 PM |
| 48 | No | 6/2/2019 2:47 PM |
| 49 | Please create the off leash park! Georgetown needs more public space. | 6/2/2019 2:19 PM |
| 50 | I am in support of more park space in Georgetown! | 5/31/2019 3:50 PM |
| 51 | This is an exciting exchange, mutually beneficial! | 5/30/2019 4:11 PM |
| 52 | Give the land to the community! | 5/30/2019 1:23 PM |
| 53 | Actually, yes BUT.... we will need some funds to make this an actual benefit. Having a park owned piece of land if not automatically a public benefit. | 5/15/2019 5:06 PM |

DHA1 Survey Data_190801

Q5 Do you work in SODO or Georgetown?

Answered: 79 Skipped: 2



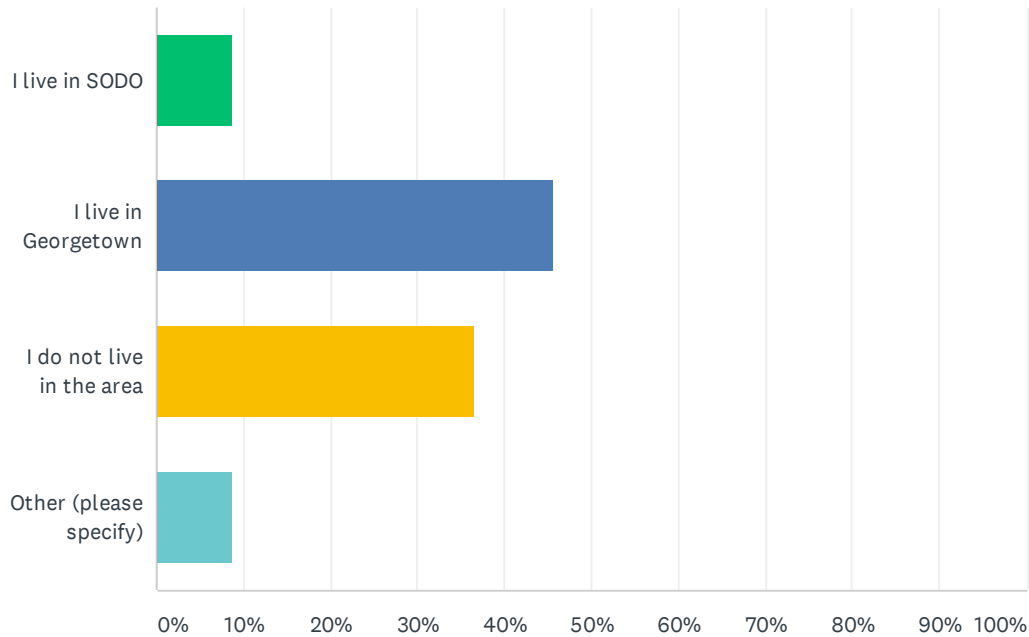
| ANSWER CHOICES | RESPONSES | |
|------------------------------|-----------|-----------|
| I work in SODO | 36.71% | 29 |
| I work in Georgetown | 22.78% | 18 |
| I do not work in either area | 31.65% | 25 |
| Other (please specify) | 8.86% | 7 |
| TOTAL | | 79 |

| # | OTHER (PLEASE SPECIFY) | DATE |
|---|--|--------------------|
| 1 | I live in Georgetown | 7/26/2019 10:05 PM |
| 2 | I work from home in georgetown | 7/26/2019 1:01 PM |
| 3 | I live on Beacon Hill and come to Georgetown and South Park for almost everything I need. | 6/21/2019 10:28 AM |
| 4 | I occasionally work in Georgetown | 6/20/2019 2:49 PM |
| 5 | I live in South Park. | 6/20/2019 2:44 PM |
| 6 | I work at Recovery Cafe that owns a space in SODO that we will begin actively operating in November. | 6/10/2019 3:09 PM |
| 7 | I work in both SoDo and Georgetown and represent a property owner with properties in both areas. | 6/5/2019 5:10 PM |

DHA1 Survey Data_190801

Q6 Do you live in SODO or Georgetown?

Answered: 79 Skipped: 2



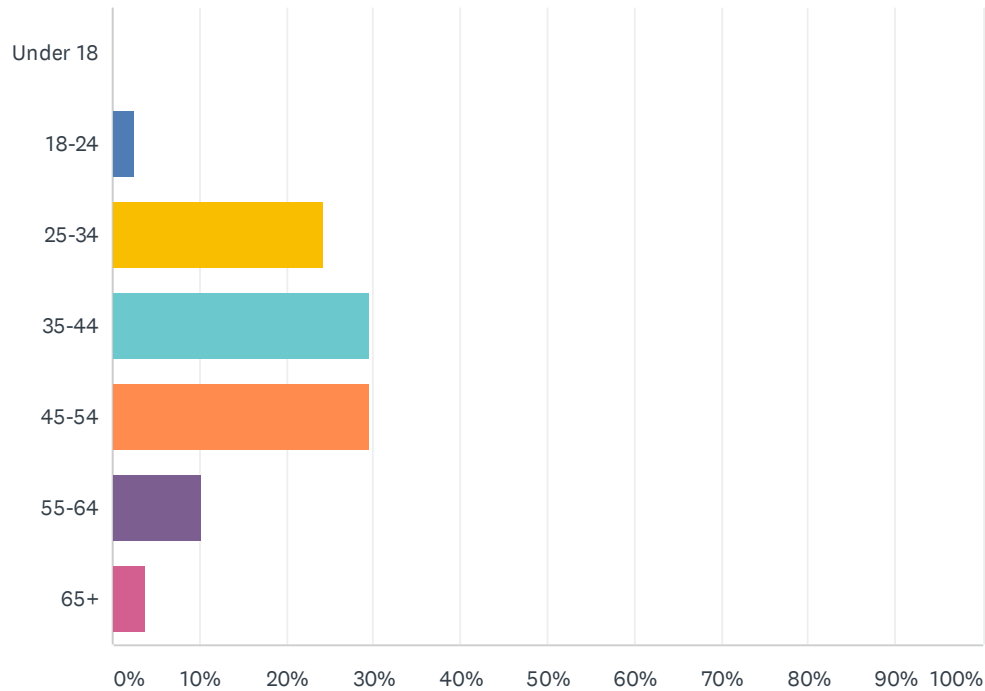
| ANSWER CHOICES | RESPONSES | |
|---------------------------|-----------|-----------|
| I live in SODO | 8.86% | 7 |
| I live in Georgetown | 45.57% | 36 |
| I do not live in the area | 36.71% | 29 |
| Other (please specify) | 8.86% | 7 |
| TOTAL | | 79 |

| # | OTHER (PLEASE SPECIFY) | DATE |
|---|---|--------------------|
| 1 | I live and work in South Park | 6/24/2019 9:11 PM |
| 2 | I live on Beacon Hill and come to Georgetown and South Park for almost everything I need | 6/21/2019 10:28 AM |
| 3 | I live in South Park and frequent Georgetown | 6/20/2019 2:46 PM |
| 4 | Live in South Park. | 6/20/2019 2:44 PM |
| 5 | I own property and a business in Georgetown. I live in South Park and call both neighborhoods home. | 6/12/2019 4:02 PM |
| 6 | I live in "Georgetown Heights", near the corner of Albion and Swift. This new park is walking distance for myself and my dog. | 6/11/2019 1:17 PM |
| 7 | I hope that one day there will be living options in SODO. | 6/8/2019 8:59 AM |

DHA1 Survey Data_190801

Q7 What age group are you in?

Answered: 78 Skipped: 3



| ANSWER CHOICES | RESPONSES | |
|----------------|-----------|----|
| Under 18 | 0.00% | 0 |
| 18-24 | 2.56% | 2 |
| 25-34 | 24.36% | 19 |
| 35-44 | 29.49% | 23 |
| 45-54 | 29.49% | 23 |
| 55-64 | 10.26% | 8 |
| 65+ | 3.85% | 3 |
| TOTAL | | 78 |

DHA1 Survey Data_190801

Q8 The fields below help us understand who we are reaching to ensure we're doing the best job at connecting with all people in our community. Your participation is voluntary.

Answered: 73 Skipped: 8

| ANSWER CHOICES | RESPONSES | |
|-------------------------------------|-----------|----|
| What language do you speak at home? | 100.00% | 73 |
| What is your gender? | 97.26% | 71 |
| Do you own or rent? | 98.63% | 72 |
| What ZIP code do you live in? | 98.63% | 72 |
| What is your race/ethnicity? | 86.30% | 63 |

DHA1 Survey Data_190801

| # | WHAT LANGUAGE DO YOU SPEAK AT HOME? | DATE |
|----|-------------------------------------|--------------------|
| 1 | English | 7/29/2019 12:02 PM |
| 2 | English | 7/29/2019 7:59 AM |
| 3 | english | 7/27/2019 8:25 PM |
| 4 | English | 7/26/2019 10:05 PM |
| 5 | English | 7/26/2019 6:34 PM |
| 6 | English | 7/26/2019 6:08 PM |
| 7 | English | 7/26/2019 6:00 PM |
| 8 | English | 7/26/2019 5:33 PM |
| 9 | English | 7/26/2019 2:25 PM |
| 10 | english | 7/26/2019 2:00 PM |
| 11 | English | 7/26/2019 1:44 PM |
| 12 | English | 7/26/2019 1:42 PM |
| 13 | English | 7/26/2019 1:01 PM |
| 14 | NDBBM | 7/26/2019 8:25 AM |
| 15 | English | 7/24/2019 12:57 PM |
| 16 | English | 7/24/2019 12:50 PM |
| 17 | English | 7/24/2019 9:59 AM |
| 18 | English | 7/24/2019 9:45 AM |
| 19 | English | 6/26/2019 9:00 AM |
| 20 | English | 6/26/2019 7:21 AM |
| 21 | English | 6/26/2019 7:20 AM |
| 22 | English | 6/24/2019 9:11 PM |
| 23 | english | 6/24/2019 1:29 PM |
| 24 | English and Spanish | 6/21/2019 10:28 AM |
| 25 | english | 6/20/2019 8:45 PM |
| 26 | English | 6/20/2019 4:48 PM |
| 27 | English | 6/20/2019 3:39 PM |
| 28 | English | 6/20/2019 2:49 PM |
| 29 | English | 6/20/2019 2:46 PM |
| 30 | English | 6/20/2019 2:44 PM |
| 31 | English | 6/20/2019 2:42 PM |
| 32 | english | 6/20/2019 2:33 PM |
| 33 | English | 6/18/2019 6:50 PM |
| 34 | English | 6/18/2019 4:40 PM |
| 35 | English | 6/17/2019 7:44 PM |
| 36 | English and Spanish | 6/12/2019 4:02 PM |
| 37 | English | 6/12/2019 1:24 PM |

DHA1 Survey Data_190801

| | | |
|----|---------------------|--------------------|
| 38 | english | 6/12/2019 11:21 AM |
| 39 | English and Italian | 6/12/2019 10:19 AM |
| 40 | Englis | 6/12/2019 8:02 AM |
| 41 | English | 6/11/2019 3:26 PM |
| 42 | english | 6/11/2019 1:26 PM |
| 43 | English | 6/11/2019 1:17 PM |
| 44 | english | 6/11/2019 12:07 PM |
| 45 | English | 6/11/2019 11:30 AM |
| 46 | English | 6/11/2019 10:42 AM |
| 47 | English | 6/11/2019 10:17 AM |
| 48 | English | 6/10/2019 6:11 PM |
| 49 | English | 6/10/2019 3:17 PM |
| 50 | english | 6/10/2019 3:09 PM |
| 51 | English | 6/10/2019 10:23 AM |
| 52 | English | 6/10/2019 9:41 AM |
| 53 | English | 6/8/2019 8:59 AM |
| 54 | english | 6/7/2019 7:56 PM |
| 55 | English | 6/6/2019 9:22 AM |
| 56 | English | 6/5/2019 5:10 PM |
| 57 | English | 6/5/2019 3:52 PM |
| 58 | English | 6/5/2019 3:36 PM |
| 59 | ENGLISH | 6/5/2019 10:12 AM |
| 60 | English | 6/5/2019 9:58 AM |
| 61 | English | 6/5/2019 7:14 AM |
| 62 | English | 6/4/2019 5:41 PM |
| 63 | English | 6/4/2019 4:13 PM |
| 64 | English | 6/3/2019 4:46 PM |
| 65 | English | 6/2/2019 6:50 PM |
| 66 | English | 6/2/2019 2:47 PM |
| 67 | English | 6/2/2019 2:19 PM |
| 68 | english | 6/1/2019 1:05 PM |
| 69 | English | 5/31/2019 3:50 PM |
| 70 | English | 5/30/2019 4:11 PM |
| 71 | Purepecha | 5/30/2019 1:23 PM |
| 72 | English | 5/30/2019 10:56 AM |
| 73 | English | 5/15/2019 5:06 PM |

DHA1 Survey Data_190801

| # | WHAT IS YOUR GENDER? | DATE |
|----|----------------------|--------------------|
| 1 | Male | 7/29/2019 12:02 PM |
| 2 | F | 7/29/2019 7:59 AM |
| 3 | male | 7/27/2019 8:25 PM |
| 4 | F | 7/26/2019 10:05 PM |
| 5 | Male | 7/26/2019 6:34 PM |
| 6 | Female | 7/26/2019 6:08 PM |
| 7 | M | 7/26/2019 6:00 PM |
| 8 | Male | 7/26/2019 5:33 PM |
| 9 | M | 7/26/2019 2:25 PM |
| 10 | female | 7/26/2019 2:00 PM |
| 11 | Female | 7/26/2019 1:44 PM |
| 12 | Male | 7/26/2019 1:42 PM |
| 13 | Female | 7/26/2019 1:01 PM |
| 14 | NDBBM | 7/26/2019 8:25 AM |
| 15 | female | 7/24/2019 12:57 PM |
| 16 | female | 7/24/2019 12:50 PM |
| 17 | female | 7/24/2019 9:45 AM |
| 18 | Female | 6/26/2019 9:00 AM |
| 19 | F | 6/26/2019 7:21 AM |
| 20 | Male | 6/26/2019 7:20 AM |
| 21 | Female | 6/24/2019 9:11 PM |
| 22 | male | 6/24/2019 1:29 PM |
| 23 | Female | 6/21/2019 10:28 AM |
| 24 | male | 6/20/2019 8:45 PM |
| 25 | Female | 6/20/2019 4:48 PM |
| 26 | Male | 6/20/2019 3:39 PM |
| 27 | M to F trans | 6/20/2019 2:49 PM |
| 28 | Female | 6/20/2019 2:46 PM |
| 29 | F | 6/20/2019 2:44 PM |
| 30 | Male | 6/20/2019 2:42 PM |
| 31 | male | 6/20/2019 2:33 PM |
| 32 | Female | 6/18/2019 6:50 PM |
| 33 | Male | 6/18/2019 4:40 PM |
| 34 | Female | 6/17/2019 7:44 PM |
| 35 | Female | 6/12/2019 1:24 PM |
| 36 | female | 6/12/2019 11:21 AM |
| 37 | m | 6/12/2019 10:19 AM |

DHA1 Survey Data_190801

| | | |
|----|---------------|--------------------|
| 38 | Female | 6/12/2019 8:02 AM |
| 39 | Female | 6/11/2019 3:26 PM |
| 40 | female | 6/11/2019 1:26 PM |
| 41 | Female | 6/11/2019 1:17 PM |
| 42 | female | 6/11/2019 12:07 PM |
| 43 | female | 6/11/2019 11:30 AM |
| 44 | female | 6/11/2019 10:42 AM |
| 45 | F | 6/11/2019 10:17 AM |
| 46 | Male | 6/10/2019 6:11 PM |
| 47 | Female | 6/10/2019 3:17 PM |
| 48 | male | 6/10/2019 3:09 PM |
| 49 | Femal | 6/10/2019 10:23 AM |
| 50 | Female | 6/10/2019 9:41 AM |
| 51 | Male | 6/8/2019 8:59 AM |
| 52 | female | 6/7/2019 7:56 PM |
| 53 | M | 6/6/2019 9:22 AM |
| 54 | Female | 6/5/2019 5:10 PM |
| 55 | F | 6/5/2019 3:52 PM |
| 56 | Half and hslf | 6/5/2019 3:36 PM |
| 57 | FEMALE | 6/5/2019 10:12 AM |
| 58 | female | 6/5/2019 9:58 AM |
| 59 | Female | 6/5/2019 7:14 AM |
| 60 | male | 6/4/2019 5:41 PM |
| 61 | Female | 6/4/2019 4:13 PM |
| 62 | Male | 6/3/2019 4:46 PM |
| 63 | Female | 6/2/2019 6:50 PM |
| 64 | Female | 6/2/2019 2:47 PM |
| 65 | Male | 6/2/2019 2:19 PM |
| 66 | female | 6/1/2019 1:05 PM |
| 67 | Female | 5/31/2019 3:50 PM |
| 68 | female | 5/30/2019 4:11 PM |
| 69 | Male | 5/30/2019 1:23 PM |
| 70 | F | 5/30/2019 10:56 AM |
| 71 | female | 5/15/2019 5:06 PM |

DHA1 Survey Data_190801

| # | DO YOU OWN OR RENT? | DATE |
|----|---------------------|--------------------|
| 1 | own | 7/29/2019 12:02 PM |
| 2 | own | 7/29/2019 7:59 AM |
| 3 | rent | 7/27/2019 8:25 PM |
| 4 | Own | 7/26/2019 10:05 PM |
| 5 | Own | 7/26/2019 6:34 PM |
| 6 | Rent | 7/26/2019 6:08 PM |
| 7 | Own | 7/26/2019 6:00 PM |
| 8 | Own | 7/26/2019 5:33 PM |
| 9 | Own | 7/26/2019 2:25 PM |
| 10 | own | 7/26/2019 2:00 PM |
| 11 | Own | 7/26/2019 1:44 PM |
| 12 | Own | 7/26/2019 1:42 PM |
| 13 | Rent | 7/26/2019 1:01 PM |
| 14 | NDBBM | 7/26/2019 8:25 AM |
| 15 | own | 7/24/2019 12:57 PM |
| 16 | rent | 7/24/2019 12:50 PM |
| 17 | Own | 7/24/2019 9:59 AM |
| 18 | own | 7/24/2019 9:45 AM |
| 19 | Own | 6/26/2019 9:00 AM |
| 20 | Own | 6/26/2019 7:21 AM |
| 21 | Own | 6/26/2019 7:20 AM |
| 22 | Own | 6/24/2019 9:11 PM |
| 23 | own | 6/24/2019 1:29 PM |
| 24 | Rent | 6/21/2019 10:28 AM |
| 25 | own | 6/20/2019 8:45 PM |
| 26 | Own | 6/20/2019 4:48 PM |
| 27 | Own | 6/20/2019 3:39 PM |
| 28 | rent | 6/20/2019 2:49 PM |
| 29 | own | 6/20/2019 2:46 PM |
| 30 | rent | 6/20/2019 2:44 PM |
| 31 | Own | 6/20/2019 2:42 PM |
| 32 | own | 6/20/2019 2:33 PM |
| 33 | Rent | 6/18/2019 6:50 PM |
| 34 | Own | 6/18/2019 4:40 PM |
| 35 | Own | 6/17/2019 7:44 PM |
| 36 | own | 6/12/2019 1:24 PM |
| 37 | own | 6/12/2019 11:21 AM |

DHA1 Survey Data_190801

| | | |
|----|------|--------------------|
| 38 | own | 6/12/2019 10:19 AM |
| 39 | Own | 6/12/2019 8:02 AM |
| 40 | Rent | 6/11/2019 3:26 PM |
| 41 | own | 6/11/2019 1:26 PM |
| 42 | Own | 6/11/2019 1:17 PM |
| 43 | own | 6/11/2019 12:07 PM |
| 44 | own | 6/11/2019 11:30 AM |
| 45 | own | 6/11/2019 10:42 AM |
| 46 | Own | 6/11/2019 10:17 AM |
| 47 | Own | 6/10/2019 6:11 PM |
| 48 | Own | 6/10/2019 3:17 PM |
| 49 | own | 6/10/2019 3:09 PM |
| 50 | Own | 6/10/2019 10:23 AM |
| 51 | Own | 6/10/2019 9:41 AM |
| 52 | Own | 6/8/2019 8:59 AM |
| 53 | rent | 6/7/2019 7:56 PM |
| 54 | rent | 6/6/2019 9:22 AM |
| 55 | Own | 6/5/2019 5:10 PM |
| 56 | rent | 6/5/2019 3:52 PM |
| 57 | Both | 6/5/2019 3:36 PM |
| 58 | OWN | 6/5/2019 10:12 AM |
| 59 | own | 6/5/2019 9:58 AM |
| 60 | Own | 6/5/2019 7:14 AM |
| 61 | own | 6/4/2019 5:41 PM |
| 62 | Own | 6/4/2019 4:13 PM |
| 63 | Rent | 6/3/2019 4:46 PM |
| 64 | Rent | 6/2/2019 6:50 PM |
| 65 | Own | 6/2/2019 2:47 PM |
| 66 | Own | 6/2/2019 2:19 PM |
| 67 | rent | 6/1/2019 1:05 PM |
| 68 | own | 5/31/2019 3:50 PM |
| 69 | own | 5/30/2019 4:11 PM |
| 70 | Own | 5/30/2019 1:23 PM |
| 71 | Own | 5/30/2019 10:56 AM |
| 72 | own | 5/15/2019 5:06 PM |

DHA1 Survey Data_190801

| # | WHAT ZIP CODE DO YOU LIVE IN? | DATE |
|----|-------------------------------|--------------------|
| 1 | 98126 | 7/29/2019 12:02 PM |
| 2 | 98115 | 7/29/2019 7:59 AM |
| 3 | 98155 | 7/27/2019 8:25 PM |
| 4 | 98108 | 7/26/2019 10:05 PM |
| 5 | 98029 | 7/26/2019 6:34 PM |
| 6 | 98108 | 7/26/2019 6:08 PM |
| 7 | 98108 | 7/26/2019 6:00 PM |
| 8 | 98108 | 7/26/2019 5:33 PM |
| 9 | 98108 | 7/26/2019 2:25 PM |
| 10 | 98087 | 7/26/2019 2:00 PM |
| 11 | 98108 | 7/26/2019 1:44 PM |
| 12 | 98108 | 7/26/2019 1:42 PM |
| 13 | 98108 | 7/26/2019 1:01 PM |
| 14 | NDBBM | 7/26/2019 8:25 AM |
| 15 | 98108 | 7/24/2019 12:57 PM |
| 16 | 98134 | 7/24/2019 12:50 PM |
| 17 | 98108 | 7/24/2019 9:59 AM |
| 18 | 98108 | 7/24/2019 9:45 AM |
| 19 | 98108 | 6/26/2019 9:00 AM |
| 20 | 98108 | 6/26/2019 7:21 AM |
| 21 | 98108 | 6/26/2019 7:20 AM |
| 22 | 98108 | 6/24/2019 9:11 PM |
| 23 | 98108 | 6/24/2019 1:29 PM |
| 24 | 98116 | 6/20/2019 8:45 PM |
| 25 | 98155 | 6/20/2019 4:48 PM |
| 26 | 98108 | 6/20/2019 3:39 PM |
| 27 | 98108 | 6/20/2019 2:49 PM |
| 28 | 98108 | 6/20/2019 2:46 PM |
| 29 | 98108 | 6/20/2019 2:44 PM |
| 30 | 98108 | 6/20/2019 2:42 PM |
| 31 | 98108 | 6/20/2019 2:33 PM |
| 32 | 98134 | 6/18/2019 6:50 PM |
| 33 | 98108 | 6/18/2019 4:40 PM |
| 34 | 98108-2758 | 6/17/2019 7:44 PM |
| 35 | 98108 | 6/12/2019 4:02 PM |
| 36 | 98008 | 6/12/2019 1:24 PM |
| 37 | 98014 | 6/12/2019 11:21 AM |

DHA1 Survey Data_190801

| | | |
|----|-------|--------------------|
| 38 | 98922 | 6/12/2019 10:19 AM |
| 39 | 98133 | 6/12/2019 8:02 AM |
| 40 | 98108 | 6/11/2019 3:26 PM |
| 41 | 98115 | 6/11/2019 1:26 PM |
| 42 | 98108 | 6/11/2019 1:17 PM |
| 43 | 98108 | 6/11/2019 12:07 PM |
| 44 | 98108 | 6/11/2019 11:30 AM |
| 45 | 98108 | 6/11/2019 10:42 AM |
| 46 | 98108 | 6/11/2019 10:17 AM |
| 47 | 98108 | 6/10/2019 6:11 PM |
| 48 | 98198 | 6/10/2019 3:17 PM |
| 49 | 98103 | 6/10/2019 3:09 PM |
| 50 | 98136 | 6/10/2019 10:23 AM |
| 51 | 98108 | 6/10/2019 9:41 AM |
| 52 | 98116 | 6/8/2019 8:59 AM |
| 53 | 98108 | 6/7/2019 7:56 PM |
| 54 | 98121 | 6/6/2019 9:22 AM |
| 55 | 98033 | 6/5/2019 5:10 PM |
| 56 | 98102 | 6/5/2019 3:52 PM |
| 57 | 98134 | 6/5/2019 3:36 PM |
| 58 | 98103 | 6/5/2019 10:12 AM |
| 59 | 98115 | 6/5/2019 9:58 AM |
| 60 | 98042 | 6/5/2019 7:14 AM |
| 61 | 98136 | 6/4/2019 5:41 PM |
| 62 | 98118 | 6/4/2019 4:13 PM |
| 63 | 98108 | 6/3/2019 4:46 PM |
| 64 | 98108 | 6/2/2019 6:50 PM |
| 65 | 98108 | 6/2/2019 2:47 PM |
| 66 | 98108 | 6/2/2019 2:19 PM |
| 67 | 98108 | 6/1/2019 1:05 PM |
| 68 | 09108 | 5/31/2019 3:50 PM |
| 69 | 98108 | 5/30/2019 4:11 PM |
| 70 | 98108 | 5/30/2019 1:23 PM |
| 71 | 98106 | 5/30/2019 10:56 AM |
| 72 | 98108 | 5/15/2019 5:06 PM |

DHA1 Survey Data_190801

| # | WHAT IS YOUR RACE/ETHNICITY? | DATE |
|----|------------------------------|--------------------|
| 1 | Gringo | 7/29/2019 12:02 PM |
| 2 | white | 7/29/2019 7:59 AM |
| 3 | white | 7/27/2019 8:25 PM |
| 4 | Seattle | 7/26/2019 10:05 PM |
| 5 | Issaquah | 7/26/2019 6:34 PM |
| 6 | White | 7/26/2019 6:08 PM |
| 7 | White | 7/26/2019 6:00 PM |
| 8 | White | 7/26/2019 5:33 PM |
| 9 | Caucasian | 7/26/2019 2:25 PM |
| 10 | white | 7/26/2019 2:00 PM |
| 11 | Asian | 7/26/2019 1:44 PM |
| 12 | White | 7/26/2019 1:42 PM |
| 13 | Caucasian | 7/26/2019 1:01 PM |
| 14 | NDBBM | 7/26/2019 8:25 AM |
| 15 | Caucasian | 7/24/2019 12:57 PM |
| 16 | white | 7/24/2019 12:50 PM |
| 17 | white | 7/24/2019 9:45 AM |
| 18 | Caucasian | 6/26/2019 9:00 AM |
| 19 | White | 6/26/2019 7:20 AM |
| 20 | Caucasian | 6/24/2019 9:11 PM |
| 21 | white | 6/24/2019 1:29 PM |
| 22 | Mixed race | 6/21/2019 10:28 AM |
| 23 | white | 6/20/2019 8:45 PM |
| 24 | Caucasian | 6/20/2019 4:48 PM |
| 25 | White/Native American | 6/20/2019 2:49 PM |
| 26 | white | 6/20/2019 2:46 PM |
| 27 | White | 6/20/2019 2:44 PM |
| 28 | African American | 6/20/2019 2:42 PM |
| 29 | caucasian | 6/20/2019 2:33 PM |
| 30 | Black | 6/18/2019 6:50 PM |
| 31 | Caucasian | 6/18/2019 4:40 PM |
| 32 | white | 6/12/2019 1:24 PM |
| 33 | caucasian | 6/12/2019 11:21 AM |
| 34 | white | 6/12/2019 10:19 AM |
| 35 | Caucasian | 6/12/2019 8:02 AM |
| 36 | caucasian | 6/11/2019 1:26 PM |
| 37 | white | 6/11/2019 1:17 PM |

DHA1 Survey Data_190801

| | | |
|----|------------------|--------------------|
| 38 | caucasian | 6/11/2019 12:07 PM |
| 39 | white | 6/11/2019 11:30 AM |
| 40 | white | 6/11/2019 10:42 AM |
| 41 | caucasian | 6/11/2019 10:17 AM |
| 42 | Caucasian | 6/10/2019 6:11 PM |
| 43 | white | 6/10/2019 3:09 PM |
| 44 | Caucasian | 6/10/2019 10:23 AM |
| 45 | White/Causcasian | 6/10/2019 9:41 AM |
| 46 | White | 6/8/2019 8:59 AM |
| 47 | white | 6/7/2019 7:56 PM |
| 48 | white | 6/6/2019 9:22 AM |
| 49 | White | 6/5/2019 5:10 PM |
| 50 | white | 6/5/2019 3:52 PM |
| 51 | Bleached | 6/5/2019 3:36 PM |
| 52 | white | 6/5/2019 9:58 AM |
| 53 | Caucasian | 6/5/2019 7:14 AM |
| 54 | white | 6/4/2019 5:41 PM |
| 55 | White | 6/4/2019 4:13 PM |
| 56 | White | 6/3/2019 4:46 PM |
| 57 | Caucasian | 6/2/2019 6:50 PM |
| 58 | Biracial | 6/2/2019 2:47 PM |
| 59 | Caucasian | 6/2/2019 2:19 PM |
| 60 | Seattle | 5/31/2019 3:50 PM |
| 61 | caucasian | 5/30/2019 4:11 PM |
| 62 | Seattle | 5/30/2019 1:23 PM |
| 63 | white | 5/15/2019 5:06 PM |

DHA1 Survey Data_190801

Q9 If you would like to be added to our email distribution or mailing list,
please provide your information below.

Answered: 24 Skipped: 57

| ANSWER CHOICES | RESPONSES | |
|-----------------|-----------|----|
| Name | 83.33% | 20 |
| Company | 0.00% | 0 |
| Address | 70.83% | 17 |
| Address 2 | 0.00% | 0 |
| City/Town | 70.83% | 17 |
| State | 75.00% | 18 |
| ZIP/Postal Code | 75.00% | 18 |
| Country | 0.00% | 0 |
| Email Address | 87.50% | 21 |
| Phone Number | 50.00% | 12 |

DHA1 Survey Data_190801

| # | NAME | DATE |
|----|----------------------------------|--------------------|
| 1 | Clare A Sayas | 7/26/2019 10:05 PM |
| 2 | Lawrence Solomon | 7/26/2019 6:34 PM |
| 3 | Jessica McComas | 7/26/2019 6:08 PM |
| 4 | Sara | 7/24/2019 12:50 PM |
| 5 | Patrick Hansen-Lund | 7/24/2019 9:59 AM |
| 6 | Sean | 6/26/2019 7:20 AM |
| 7 | Kevin Byers | 6/24/2019 1:29 PM |
| 8 | Bridgid Persephone Newman-Henson | 6/20/2019 2:49 PM |
| 9 | Marissa Birchman | 6/20/2019 2:46 PM |
| 10 | Jessica Hanson | 6/17/2019 7:44 PM |
| 11 | Ella Dorband | 6/11/2019 1:17 PM |
| 12 | Janet Neuhauser | 6/11/2019 12:07 PM |
| 13 | Dacon Hayes | 6/10/2019 3:17 PM |
| 14 | S. Jordan Lee | 6/9/2019 6:44 AM |
| 15 | Regina Menssen | 6/5/2019 5:10 PM |
| 16 | Darby DuComb | 6/5/2019 9:58 AM |
| 17 | ERIN GOODMAN | 6/4/2019 4:13 PM |
| 18 | Kyle Kretschman | 6/2/2019 2:19 PM |
| 19 | Amanda B Slepiski | 5/30/2019 4:11 PM |
| 20 | Patty Foley | 5/15/2019 5:06 PM |
| # | COMPANY | DATE |
| | There are no responses. | |

DHA1 Survey Data_190801

| # | ADDRESS | DATE |
|----|--|--------------------|
| 1 | 775 South Homer Street | 7/26/2019 10:05 PM |
| 2 | 1543 NE Iris Street | 7/26/2019 6:34 PM |
| 3 | 6601 Carleton Avenue South, Unit B | 7/26/2019 6:08 PM |
| 4 | 836 S Orcas Street | 7/24/2019 9:59 AM |
| 5 | 6311 Ellis Ave S | 6/26/2019 7:20 AM |
| 6 | 6733 Flora Ave S | 6/24/2019 1:29 PM |
| 7 | Seattle | 6/20/2019 8:45 PM |
| 8 | 6321 Corgiat Dr S STE B | 6/20/2019 2:49 PM |
| 9 | 912 S Warsaw St | 6/17/2019 7:44 PM |
| 10 | 5911 18TH AVE S | 6/11/2019 1:17 PM |
| 11 | 707 South Snoqualmie Street, Studio 1C | 6/11/2019 12:07 PM |
| 12 | Po box 80471 | 6/9/2019 6:44 AM |
| 13 | 66 S. Hanford St. | 6/5/2019 9:58 AM |
| 14 | 270 S HANFORD ST STE 112 | 6/4/2019 4:13 PM |
| 15 | 6652 Corson Ave S Unit B | 6/2/2019 2:19 PM |
| 16 | 6715 Ellis Ave S | 5/30/2019 4:11 PM |
| 17 | 6415 Flora Ave S | 5/15/2019 5:06 PM |
| # | ADDRESS 2 | DATE |

There are no responses.

| # | CITY/TOWN | DATE |
|----|-----------|--------------------|
| 1 | Seattle | 7/26/2019 10:05 PM |
| 2 | Issaquah | 7/26/2019 6:34 PM |
| 3 | Seattle | 7/26/2019 6:08 PM |
| 4 | Seattle | 7/24/2019 12:50 PM |
| 5 | Seattle | 7/24/2019 9:59 AM |
| 6 | Seattle | 6/26/2019 7:20 AM |
| 7 | Seattle | 6/24/2019 1:29 PM |
| 8 | Seattle | 6/20/2019 2:49 PM |
| 9 | Seattle | 6/17/2019 7:44 PM |
| 10 | Seattle | 6/11/2019 1:17 PM |
| 11 | Seattle | 6/11/2019 12:07 PM |
| 12 | Seattle | 6/9/2019 6:44 AM |
| 13 | Seattle | 6/5/2019 9:58 AM |
| 14 | SEATTLE | 6/4/2019 4:13 PM |
| 15 | Seattle | 6/2/2019 2:19 PM |
| 16 | Seattle | 5/30/2019 4:11 PM |
| 17 | Seattle | 5/15/2019 5:06 PM |

DHA1 Survey Data_190801

| # | STATE | DATE |
|----|-------|--------------------|
| 1 | WA | 7/26/2019 10:05 PM |
| 2 | WA | 7/26/2019 6:34 PM |
| 3 | WA | 7/26/2019 6:08 PM |
| 4 | WA | 7/24/2019 12:50 PM |
| 5 | WA | 7/24/2019 9:59 AM |
| 6 | WA | 6/26/2019 7:20 AM |
| 7 | WA | 6/24/2019 1:29 PM |
| 8 | WA | 6/20/2019 2:49 PM |
| 9 | WA | 6/17/2019 7:44 PM |
| 10 | WA | 6/11/2019 1:17 PM |
| 11 | WA | 6/11/2019 12:07 PM |
| 12 | WA | 6/9/2019 6:44 AM |
| 13 | WA | 6/5/2019 5:10 PM |
| 14 | WA | 6/5/2019 9:58 AM |
| 15 | WA | 6/4/2019 4:13 PM |
| 16 | WA | 6/2/2019 2:19 PM |
| 17 | WA | 5/30/2019 4:11 PM |
| 18 | WA | 5/15/2019 5:06 PM |

| # | ZIP/POSTAL CODE | DATE |
|----|-----------------|--------------------|
| 1 | 98108 | 7/26/2019 10:05 PM |
| 2 | 98029 | 7/26/2019 6:34 PM |
| 3 | 98108 | 7/26/2019 6:08 PM |
| 4 | 98134 | 7/24/2019 12:50 PM |
| 5 | 98108 | 7/24/2019 9:59 AM |
| 6 | 98108 | 6/26/2019 7:20 AM |
| 7 | 98108 | 6/24/2019 1:29 PM |
| 8 | 98108 | 6/20/2019 2:49 PM |
| 9 | 98108-2758 | 6/17/2019 7:44 PM |
| 10 | 98108 | 6/11/2019 1:17 PM |
| 11 | 98108 | 6/11/2019 12:07 PM |
| 12 | 98108 | 6/9/2019 6:44 AM |
| 13 | 98134 | 6/5/2019 9:58 AM |
| 14 | 98134 | 6/4/2019 4:13 PM |
| 15 | 98108 | 6/2/2019 2:47 PM |
| 16 | 98108 | 6/2/2019 2:19 PM |
| 17 | 98108 | 5/30/2019 4:11 PM |
| 18 | 98108 | 5/15/2019 5:06 PM |

DHA1 Survey Data_190801

| # | COUNTRY | DATE |
|---|---------|------|
|---|---------|------|

There are no responses.

| # | EMAIL ADDRESS | DATE |
|----|-----------------------------|--------------------|
| 1 | clare.sayas@gmail.com | 7/26/2019 10:05 PM |
| 2 | solomon@pacificplumbing.com | 7/26/2019 6:34 PM |
| 3 | sara@designbysml.com | 7/24/2019 12:50 PM |
| 4 | phansenlund@gmail.com | 7/24/2019 9:59 AM |
| 5 | seanholt11@gmail.com | 6/26/2019 7:20 AM |
| 6 | kevinbyers@gmail.com | 6/24/2019 1:29 PM |
| 7 | bridgidpnh@gmail.com | 6/20/2019 2:49 PM |
| 8 | mbirchman@gmail.com | 6/20/2019 2:46 PM |
| 9 | davalean@yahoo.com | 6/17/2019 7:44 PM |
| 10 | kritty@q.com | 6/11/2019 1:26 PM |
| 11 | ella.dorband@gmail.com | 6/11/2019 1:17 PM |
| 12 | janet.neuhauser@gmail.com | 6/11/2019 12:07 PM |
| 13 | dacon.hayes@plymouthinc.com | 6/10/2019 3:17 PM |
| 14 | seannaj@gmail.com | 6/9/2019 6:44 AM |
| 15 | rosiecoe@yahoo.com | 6/7/2019 7:56 PM |
| 16 | rmenssen@prologis.com | 6/5/2019 5:10 PM |
| 17 | dnd@soslaw.com | 6/5/2019 9:58 AM |
| 18 | ERIN@SODOSEATTLE.ORG | 6/4/2019 4:13 PM |
| 19 | kyle_kretsch@hotmail.com | 6/2/2019 2:19 PM |
| 20 | aslepski@gmail.com | 5/30/2019 4:11 PM |
| 21 | patty_foley@hotmail.com | 5/15/2019 5:06 PM |

| # | PHONE NUMBER | DATE |
|----|--------------|--------------------|
| 1 | 8185176093 | 7/26/2019 10:05 PM |
| 2 | 2069195596 | 7/26/2019 6:34 PM |
| 3 | 2068492690 | 7/26/2019 6:08 PM |
| 4 | 8585810754 | 7/24/2019 9:59 AM |
| 5 | 2065954775 | 6/20/2019 2:49 PM |
| 6 | 2066178963 | 6/17/2019 7:44 PM |
| 7 | 2672669723 | 6/11/2019 1:17 PM |
| 8 | 2063810579 | 6/11/2019 12:07 PM |
| 9 | 2064147612 | 6/5/2019 5:10 PM |
| 10 | 206-268-3391 | 6/5/2019 9:58 AM |
| 11 | 2069819877 | 6/4/2019 4:13 PM |
| 12 | 206-409-9838 | 5/15/2019 5:06 PM |



Seattle City Light will be petitioning the City of Seattle to vacate an unused portion of Diagonal Avenue South in the SODO neighborhood. In exchange, the utility would transfer a piece of property in the Georgetown neighborhood to Seattle Parks and Recreation. They are exploring this property's use as an off-leash dog area, possibly with a walking and biking trail. **We'd like your feedback on this proposal.**

Please answer the following survey questions to provide your input on this petition.

To learn more about this project, please visit www.diagonalavenue.com for more information.

1. Do you have any concerns with Seattle City Light's street vacation petition to permanently use the southern portion of Diagonal Avenue South by transferring ownership to the utility?

☐ No

☐ Yes (please specify): _____

2. Do you have concerns with Seattle City Light transferring its ownership of the Flume Property on East Marginal Way South to Seattle Parks and Recreation? This would allow Seattle Parks and Recreation to consider the use of this property as an off-leash dog park, possibly with a walking and biking trail for the neighborhood.

☐ No

☐ Yes (please specify): _____

3. Do you agree that this property transfer to Seattle Parks and Recreation is a fair public benefit in exchange for Seattle City Light's street vacation petition on Diagonal Avenue South?

☐ Yes, I agree

☐ No, I disagree

4. Do you have additional questions or comments for us?

☐ No

☐ Yes (please specify): _____

5. Do you work in SODO or Georgetown?

- ☐ I work in SODO
- ☐ I work in Georgetown
- ☐ I do not work in either area
- ☐ Other (please specify): _____
- _____

6. Do you live in SODO or Georgetown?

- ☐ I live in SODO
- ☐ I live in Georgetown
- ☐ I do not live in the area
- ☐ Other (please specify): _____
- _____

7. What age group are you in?

- | | |
|-----------------------------------|--------------------------------|
| <input type="checkbox"/> Under 18 | <input type="checkbox"/> 45-54 |
| <input type="checkbox"/> 18-24 | <input type="checkbox"/> 55-64 |
| <input type="checkbox"/> 25-34 | <input type="checkbox"/> 65+ |
| <input type="checkbox"/> 35-44 | |

8. The fields below help us understand who we are reaching to ensure we're doing the best job at connecting with all people in our community. Your participation is voluntary.

What language do you speak at home? _____

What is your gender? _____

Do you own or rent? _____

What ZIP code do you live in? _____

What is your race/ethnicity? _____

9. If you would like to be added to our email distribution or mailing list, please provide your information below.

Name: _____

Address: _____

City/Town: _____ State: _____ ZIP/Postal Code: _____

Email Address: _____

Phone Number: _____



Seattle City Light

DIAGONAL AVENUE SOUTH STREET VACATION SURVEY

Seattle City Light will be petitioning the City of Seattle to vacate an unused portion of Diagonal Avenue South in the SODO neighborhood. In exchange, the utility would transfer a piece of property in the Georgetown neighborhood to Seattle Parks and Recreation. They are exploring this property's use as an off-leash dog area, possibly with a walking and biking trail. **We'd like your feedback on this proposal.**

Please answer the following survey questions to provide your input on this petition.

To learn more about this project, please visit www.diagonalavenue.com for more information.

1. Do you have any concerns with Seattle City Light's street vacation petition to permanently use the southern portion of Diagonal Avenue South by transferring ownership to the utility?

☒ No

☐ Yes (please specify):

2. Do you have concerns with Seattle City Light transferring its ownership of the Flume Property on East Marginal Way South to Seattle Parks and Recreation? This would allow Seattle Parks and Recreation to consider the use of this property as an off-leash dog park, possibly with a walking and biking trail for the neighborhood.

☐ No

☒ Yes (please specify): Seattle Parks & Recreation should have

a fully planned and paid-for project for approval in advance of any potential transfer.

3. Do you agree that this property transfer to Seattle Parks and Recreation is a fair public benefit in exchange for Seattle City Light's street vacation petition on Diagonal Avenue South?

☒ Yes, I agree

☐ No, I disagree

→ only if there is a plan. If it sits vacant, then NO.

4. Do you have additional questions or comments for us?

☐ No

☒ Yes (please specify): Doesn't this transfer "require" an

approved plan in place prior to transfer?

5. Do you work in SODO or Georgetown?

☐ I work in SODO

☐ I work in Georgetown

☒ I do not work in either area

☐ Other (please specify): _____

6. Do you live in SODO or Georgetown?

☐ I live in SODO

☒ I live in Georgetown

☐ I do not live in the area

☐ Other (please specify): _____

7. What age group are you in?

☐ Under 18

☐ 45-54

☐ 18-24

☐ 55-64

☐ 25-34

☐ 65+

☒ 35-44

8. The fields below help us understand who we are reaching to ensure we're doing the best job at connecting with all people in our community. Your participation is voluntary.

What language do you speak at home? English

What is your gender? Male

Do you own or rent? Own

What ZIP code do you live in? 98108

What is your race/ethnicity? White

9. If you would like to be added to our email distribution or mailing list, please provide your information below.

Name: Dane Hofbauer

Address: 6240 J Corson Ave S

City/Town: Seattle State: WA ZIP/Postal Code: 98108

Email Address: dhofbauer@gmail.com

Phone Number: 206-778-4125



Seattle City Light

DIAGONAL AVENUE SOUTH STREET VACATION SURVEY

Seattle City Light will be petitioning the City of Seattle to vacate an unused portion of Diagonal Avenue South in the SODO neighborhood. In exchange, the utility would transfer a piece of property in the Georgetown neighborhood to Seattle Parks and Recreation. They are exploring this property's use as an off-leash dog area, possibly with a walking and biking trail. **We'd like your feedback on this proposal.**

Please answer the following survey questions to provide your input on this petition.

To learn more about this project, please visit www.diagonalavenue.com for more information.

1. Do you have any concerns with Seattle City Light's street vacation petition to permanently use the southern portion of Diagonal Avenue South by transferring ownership to the utility?

☒ No

☐ Yes (please specify):

2. Do you have concerns with Seattle City Light transferring its ownership of the Flume Property on East Marginal Way South to Seattle Parks and Recreation? This would allow Seattle Parks and Recreation to consider the use of this property as an off-leash dog park, possibly with a walking and biking trail for the neighborhood.

☒ No

☐ Yes (please specify):

3. Do you agree that this property transfer to Seattle Parks and Recreation is a fair public benefit in exchange for Seattle City Light's street vacation petition on Diagonal Avenue South?

☐ Yes, I agree

☒ No, I disagree

4. Do you have additional questions or comments for us?

☐ No

☒ Yes (please specify):

I believe it is not a public benefit unless there are funds to develop the land into something that benefits the neighborhood

5. Do you work in SODO or Georgetown?

☐ I work in SODO

☐ I work in Georgetown

☒ I do not work in either area

☐ Other (please specify): _____

6. Do you live in SODO or Georgetown?

☐ I live in SODO

☒ I live in Georgetown

☐ I do not live in the area

☐ Other (please specify): _____

7. What age group are you in?

☐ Under 18

☐ 45-54

☐ 18-24

☐ 55-64

☒ 25-34

☐ 65+

☐ 35-44

8. The fields below help us understand who we are reaching to ensure we're doing the best job at connecting with all people in our community. Your participation is voluntary.

What language do you speak at home? English

What is your gender? Female

Do you own or rent? Own

What ZIP code do you live in? 98108

What is your race/ethnicity? white

9. If you would like to be added to our email distribution or mailing list, please provide your information below.

Name: _____

Address: _____

City/Town: _____ State: _____ ZIP/Postal Code: _____

Email Address: _____

Phone Number: _____



Seattle City Light

DIAGONAL AVENUE SOUTH STREET VACATION SURVEY

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1. Do you have any concerns with Seattle City Light's street vacation petition to permanently use the southern portion of Diagonal Avenue South by transferring ownership to the utility?

☒ No

☐ Yes (please specify):

2. Do you have concerns with Seattle City Light transferring its ownership of the Flume Property on East Marginal Way South to Seattle Parks and Recreation? This would allow Seattle Parks and Recreation to consider the use of this property as an off-leash dog park, possibly with a walking and biking trail for the neighborhood.

☐ No

☒ Yes (please specify): I like the idea of a park / trail but am concerned that it will not be developed for a long time. Also, A Dog Park is something the community would like, but I'm not sure this is the best location. I would like a Dog Park to be considered but am uncertain if this is really should be part of this discussion. I really would like a trail to be part of the conversation especially since there is a separate track of work to connect Georgetown to South Park.

3. Do you agree that this property transfer to Seattle Parks and Recreation is a fair public benefit in exchange for Seattle City Light's street vacation petition on Diagonal Avenue South?

☐ Yes, I agree

☐ No, I disagree

☒ Uncertain

4. Do you have additional questions or comments for us?

☐ No

☐ Yes (please specify):

5. Do you work in SODO or Georgetown?

☐ I work in SODO

☐ I work in Georgetown

☒ I do not work in either area

☐ Other (please specify): _____

6. Do you live in SODO or Georgetown?

☐ I live in SODO

☒ I live in Georgetown

☐ I do not live in the area

☐ Other (please specify): _____

7. What age group are you in?

☐ Under 18

☒ 45-54

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☐ 55-64

☐ 25-34

☐ 65+

☐ 35-44

8. The fields below help us understand who we are reaching to ensure we're doing the best job at connecting with all people in our community. Your participation is voluntary.

What language do you speak at home? English

What is your gender? Female

Do you own or rent? Own

What ZIP code do you live in? 98108

What is your race/ethnicity? Filipino

9. If you would like to be added to our email distribution or mailing list, please provide your information below.

Name: Heather Carney

Address: 6136 Corson Ave S.

City/Town: Seattle

State: WA

ZIP/Postal Code: 98108

Email Address: heather.j.carney@gmail.com

Phone Number: 425-736-8874

DHB Public_Meeting_Notice with hotline



Seattle City Light

SODO/GEORGETOWN PUBLIC MEETING NOTICE

TRANSLATION SERVICES AVAILABLE AT (253) 397-3887

• Información en español • 中文資訊 • Thông tin bằng tiếng Việt

PROJECT OVERVIEW

Seattle City Light has petitioned the City of Seattle to vacate an unused portion of Diagonal Avenue South in the SODO neighborhood. In exchange, the utility is proposing to transfer a piece of property in the Georgetown neighborhood to Seattle Parks and Recreation. They are exploring this property's use as an off-leash dog area. **Please see the maps on the back of this flier for more information.**



PUBLIC MEETINGS

As part of this petition, City Light will be hosting two public meetings to provide details about this proposal and how it will affect the SODO/Georgetown area. Public comments will be collected at both meetings. Light refreshments will be provided.

SODO Public Meeting

June 10, 2019, 6:00-7:30 p.m.

The Factory Luxe
3100 Airport Way South
Seattle, WA 98134

Georgetown Public Meeting

June 12, 2019, 6:00-7:30 p.m.

Georgetown Ballroom
5623 Airport Way South
Seattle, WA 98108

If you are unable to attend, comments can be submitted via phone or email. You can also take an online survey to provide your input (www.surveymonkey.com/r/diagonalave). *Please be advised that any information collected through this process may become public.*

CONTACT US

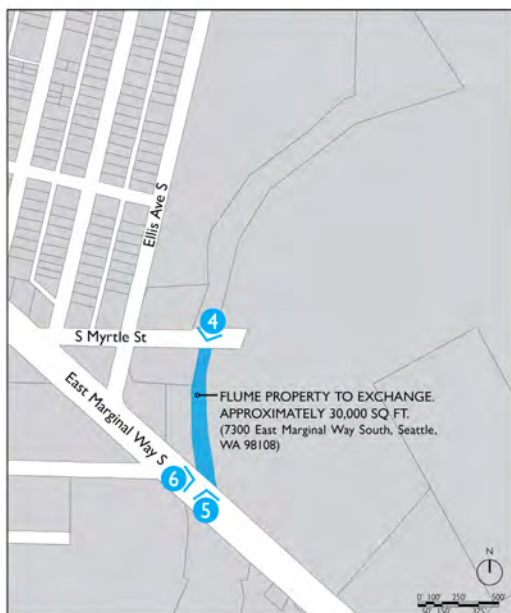
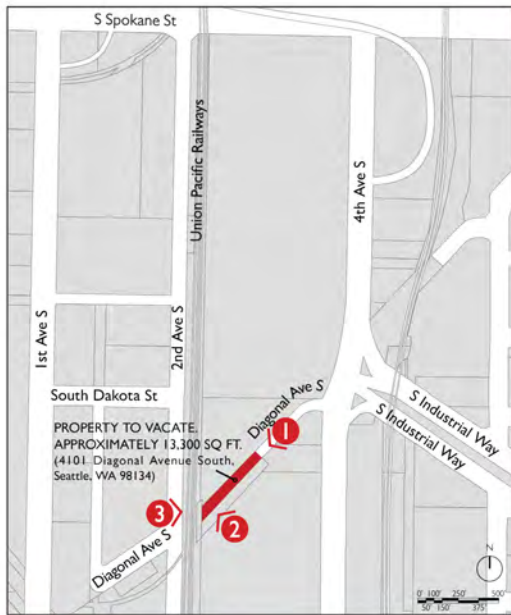
For questions about the street vacation petition, please contact:

Anindita Mitra
Seattle City Light (Project Representative)
info@crea-affiliates.com
(253) 397-3887
www.diagonalavenue.com

For questions about off-leash areas, please contact:

Danyal Lotfi
Seattle Parks and Recreation
danyal.lotfi@seattle.gov
(206) 615-1721
seattle.gov/parks/find/dog-off-leash-areas

PROJECT MAP



1



2



4



5





Seattle City Light

DIAGONAL AVENUE SOUTH
STREET VACATION PETITION

Petición de liberación de calle: Diagonal Avenue South

Proyecto de Seattle City Light



Seattle City Light solicita al Seattle Department of Transportation (SDOT, Departamento de

Transporte de Seattle) que cierre permanentemente el acceso público a la parte sur de Diagonal Avenue South entre 4th Avenue South y las vías de Union Pacific Railroad. Actualmente, esto se encuentra dentro de la propiedad cercada de Seattle City Light y se ha utilizado para almacenamiento bajo un permiso de uso de calle.

Poseer esta propiedad permitirá a City Light mejorar esta zona para mejorar la seguridad y los resultados ambientales, como por ejemplo:

1. Reducir los daños causados por las inundaciones durante los meses de invierno
2. Dirigir el agua de lluvia hacia el río Duwamish

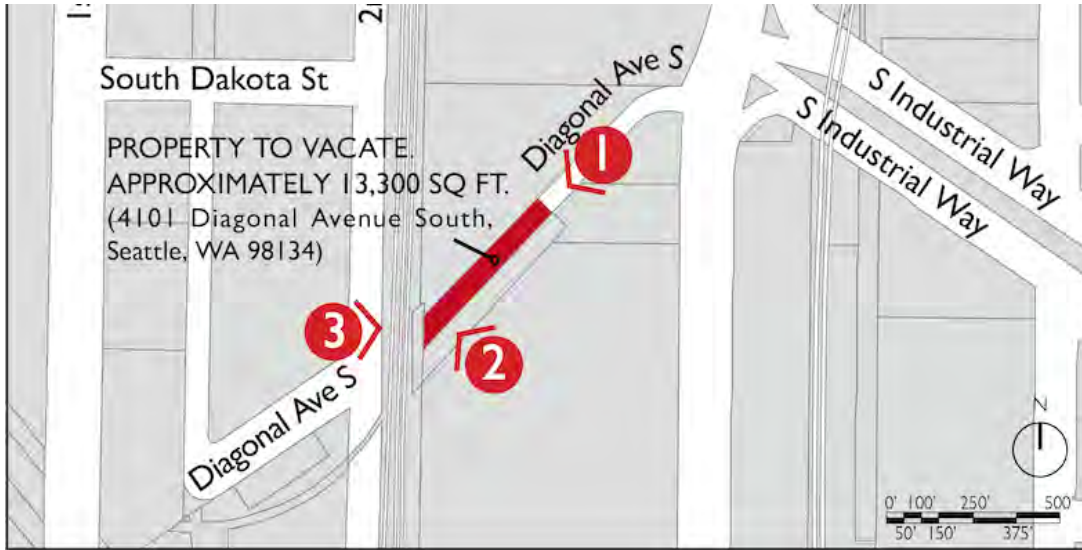
D.H.C.1. Website SCL Vacation Spanish

2. Dirigir el agua de lluvia hacia el río Duwamish
3. Mejorar la seguridad del sitio
4. Utilizar la propiedad más eficientemente

El rediseño de esta propiedad no modificará el uso de calles adyacentes ni la vida del vecindario.



D.H.C.1. Website SCL Vacation Spanish



El intercambio de propiedad está sujeto a la revisión de la Seattle Design Commission y del Seattle Department of Transportation. Debe ser aprobado por el ayuntamiento de Seattle.

Beneficio público

En caso de que City Light busque obtener derechos de paso para este tramo de la calle, será necesario identificar un beneficio público para los residentes de Seattle que compense esta adquisición. City Light transferirá una propiedad desocupada en East Marginal Way South a Seattle Parks and Recreation (Departamento de Parques y Recreaciones de Seattle), también referido como Parks. La propiedad desocupada de Georgetown es el doble del tamaño de la propiedad de Diagonal Avenue South. Parks está considerando el potencial que tiene esta área de usarse como parque para pasear sin correa a los perros, posiblemente con un sendero para caminar y andar en bicicleta.



Petición de liberación de calle: Diagonal
Avenue South Preguntas frecuentes

D.H.C.1. Website SCL Vacation Spanish

¿QUÉ ES UNA LIBERACIÓN DE CALLE?

Una *liberación de calle* se refiere al proceso en el que el dueño de una propiedad (en este caso, Seattle City Light) solicita al ayuntamiento de Seattle que adquiera el derecho de paso de una calle adyacente para un uso que no sea una vía pública. La responsabilidad de tomar estas decisiones está asignada al ayuntamiento. Este considerará los comentarios públicos que se recopilen antes o en una audiencia pública antes de tomar una decisión formal sobre la petición.

¿POR QUÉ SEATTLE CITY LIGHT ESTÁ BUSCANDO UNA LIBERACIÓN DE CALLE?

Durante varios años, Seattle City Light ha operado continuamente esta porción de 13 300 pies cuadrados (1235,61 metros cuadrados) de Diagonal Avenue South bajo un permiso de uso para vía pública. Bajo este permiso, la empresa de servicios públicos ha restringido el acceso público a esta parte de Diagonal Avenue South.

Con el fin de realizar mejoras de seguridad, operativas y ambientales, City Light está buscando la propiedad de esta sección de Diagonal Avenue South, que está rodeada por la propiedad del servicio público South Service Center.

¿CUÁL SERÁ EL IMPACTO PARA EL BARRIO?

La parte cerrada de Diagonal Avenue South (objeto de esta petición de liberación de calle) ha estado en uso industrial. El acceso a 2nd Avenue South actualmente está restringido por las vías del ferrocarril directamente al oeste de la propiedad de City Light. No se espera que la transferencia de la posesión de la propiedad del Seattle Department of Transportation (SDOT, Departamento de Transporte de Seattle) a Seattle City Light tenga algún impacto en las propiedades circundantes o en los patrones de circulación del vecindario.

¿CÓMO FUNCIONA EL PROCESO DE UNA PETICIÓN DE LIBERACIÓN DE CALLE?

La petición es regida por las políticas de liberación de calle del ayuntamiento de Seattle que se adoptaron en 2018. La petición de liberación de calle es revisada por el SDOT, que mantiene los derechos de la ciudad a todos los derechos de paso públicos. El SDOT trabaja con la Seattle Design Commission (SDC) para asegurarse de que el proceso de liberación de calle sea equitativo y no afecte a la comunidad. El Department of Neighborhoods (DON, Departamento de Barrios) revisa y aprueba la estrategia de difusión para todas las propuestas de liberación de calle. Después de que se haya implementado la estrategia de divulgación pública, el SDOT y la SDC revisan la petición antes de enviarla al ayuntamiento para su aprobación.

¿CÓMO UNA LIBERACIÓN DE CALLE BENEFICIA A LOS RESIDENTES DE SEATTLE?

El solicitante, Seattle City Light debe proporcionar un beneficio compensatorio a los residentes de Seattle por transferir la propiedad fuera del derecho de paso público. El beneficio puede

D.H.C.1. Website SCL Vacation Spanish

de Seattle por transferir la propiedad fuera del dominio de paso público. El beneficio puede tomar muchas formas. En este caso, City Light transferiría 30 000 pies cuadrados (2787 metros cuadrados) de su propiedad en el vecindario de Georgetown al Seattle Parks and Recreation (Departamento de Parques y Recreación de Seattle). La comunidad de Georgetown reconoce el potencial de esta propiedad para convertirse en un espacio comunitario. Seattle Parks and Recreation está analizando poder usarlo como una área para pasear sin correa a los perros, posiblemente con un sendero para caminar y andar en bicicleta.

¿CÓMO PUEDO OBTENER INFORMACIÓN ACTUAL SOBRE ESTA PETICIÓN DE LIBERACIÓN DE CALLE?

Como parte de esta petición, City Light organizará dos reuniones públicas para proporcionar detalles sobre esta propuesta y cómo afectará esto al área de SODO/Georgetown. Se recolectarán los comentarios del público en general en ambas reuniones.

Regístrese aquí para las actualizaciones de proyectos

INFORMACIÓN DE CONTACTO

Si tiene preguntas sobre la petición de liberación de calle, póngase en contacto con:

Anindita Mitra (Representante de Proyecto)

info@crea-affiliates.com

(253) 397-3887

Facebook: [Seattle City Light](#)

Twitter: [@seacitylight](#)

Si tiene preguntas sobre áreas para pasear sin correa a los perros, póngase en contacto con:

Danyal Lotfi, Seattle Parks and Recreation

danyal.lotfi@seattle.gov

(206) 615-1721

RECURSOS ADICIONALES

[Políticas de liberación de calle, ciudad de Seattle](#)

[Proceso de la liberación de calle, Seattle Department of Transportation \(SDOT\)](#)

[Reglamentación 2018 del directorio](#)

[Seattle Department of Construction and Inspections \(SDCI, Departamento de Construcción e Inspección de Seattle\)](#) [Seattle Department of Neighborhoods \(DON\)](#)

**Seattle City Light****DIAGONAL AVENUE SOUTH
STREET VACATION PETITION**

Kiến Nghị về Đoạn Đường Trống – Diagonal Avenue South

Dự Án của Seattle City Light

Seattle City Light đang yêu cầu Seattle Department of Transportation (SDOT, Sở Giao Thông Thành Phố Seattle) hạn chế vĩnh viễn việc đi lại của công chúng tại phần phía nam của Diagonal Avenue South giữa 4th Avenue South và đường ray Union Pacific Railroad. Phần đường này hiện đang nằm trong khuôn viên tài sản có rào chắn của City Light và hiện được sử dụng để lưu trữ đồ theo Giấy Phép Sử Dụng Đường Phố.

Việc sở hữu tài sản này sẽ cho phép City Light nâng cấp khu vực này nhằm đảm bảo vấn đề an toàn và môi trường tốt hơn:

1. Giảm thiệt hại do lũ lụt trong những tháng mùa đông.
2. Xử lý dòng chảy nước mưa vào sông Duwamish;
3. Cải thiện an ninh tại cơ sở; và
4. Sử dụng tài sản hiệu quả hơn.

Việc thiết kế lại tài sản này sẽ không gây ra bất kỳ thay đổi nào đối với việc sử dụng các tuyến phố lân cận hoặc các đặc điểm của khu phố.

Việc chuyển giao cơ sở này phải được Seattle Design Commission (SDC, Hội Đồng Thiết Kế Seattle) và Seattle Department of Transportation xem xét. Và phải được Seattle City Council (Hội Đồng Thành Phố Seattle) phê duyệt.

Lợi Ích Cho Cộng Đồng

Nếu City Light theo đuổi việc xin đoạn đường trống của tuyến đường này, cơ quan này sẽ cần phải xác định các lợi ích công cộng đem lại cho cư dân Seattle để bù đắp cho việc thu nhận này. City Light sẽ chuyển giao một tài sản trống tại East Marginal Way South cho Seattle Parks and Recreation (Cơ Quan Công Viên và Giải Trí Seattle) (Cơ Quan Công Viên). Cơ sở Georgetown bỏ trống có diện tích gấp đôi đoạn đường xin kiến nghị của Diagonal Avenue South. Cơ Quan Công Viên đang khám phá tiềm năng sử dụng khu vực này làm công viên cho chó chạy thả rông, có thể với đường mòn kết nối cho người đi bộ/đi xe đạp dành cho công chúng.

Kiến Nghị về Đoạn Đường Trống – Diagonal Avenue South Các Câu Hỏi Thường Gặp

ĐỊNH NGHĨA ĐOẠN ĐƯỜNG TRỐNG?

Đoạn đường trống là quy trình mà chủ sở hữu tài sản (trong trường hợp này là Seattle City Light) kiến nghị với Hội Đồng Thành Phố Seattle để có được quyền sử dụng đoạn đường liền kề cho mục đích sử dụng không phải là đường công cộng. Hội Đồng Thành Phố có trách nhiệm đưa ra các quyết định như thế này. Hội Đồng Thành Phố sẽ tham khảo ý kiến của người dân đã được thu thập trước hoặc trong phiên điều trần công cộng trước khi đưa ra quyết định chính thức về kiến nghị này.

TẠI SAO SEATTLE CITY LIGHT TÌM KIẾM ĐOẠN ĐƯỜNG TRỐNG?

Từ vài năm nay, Seattle City Light khai thác liên tục phần diện tích 13,300 foot vuông tại tuyến đường Diagonal Avenue South thông qua giấy phép sử dụng các tuyến phố. Thông qua giấy

DHC2 Website SCL Vacation Vietnamese

phép này, cơ quan tiện ích đã giới hạn quyền đi lại của công chúng với đoạn đường này của tuyến phố Diagonal Avenue South.

Để đảm bảo an toàn, các cải thiện về khai thác và môi trường, City Light đang tìm kiếm việc sở hữu đoạn đường này của tuyến phố Diagonal Avenue South, hiện đang được bao quanh bởi phần tài sản South Service Center (Trung Tâm Dịch Vụ Phía Nam) của cơ quan tiện ích.

KHU DÂN CƯ LÂN CẬN SẼ BỊ ẢNH HƯỞNG NHƯ THẾ NÀO?

Đoạn đường bị đóng này của Diagonal Avenue South (phụ thuộc vào kiến nghị đoạn đường trống này) đã được sử dụng cho mục đích công nghiệp. Việc đi lại vào 2nd Avenue South hiện đang bị hạn chế bởi các đường ray xe lửa nằm ngay phía tây khu đất của City Light. Việc chuyển nhượng quyền sở hữu từ Seattle Department of Transportation (SDOT, Sở Giao Thông Seattle) cho Seattle City Light được kỳ vọng không gây bất kỳ ảnh hưởng nào tới các tài sản xung quanh hoặc luồng giao thông đi lại của dân cư.

QUY TRÌNH XIN ĐOẠN ĐƯỜNG TRỐNG ĐƯỢC THỰC HIỆN NHƯ THẾ NÀO?

Kiến nghị này bị chi phối bởi các Chính Sách Đoạn Đường Trống của Hội Đồng Thành Phố Seattle đã được thông qua năm 2018. Kiến nghị xin đoạn đường trống được SDOT xem xét, cơ quan này duy trì các quyền của thành phố đối với tất cả các quyền sử dụng hợp pháp công cộng đường phố. SDOT phối hợp với Seattle Design Commission (SDC) nhằm đảm bảo thủ tục giải quyết việc xin đoạn đường trống được thực hiện nghiêm minh và không gây ảnh hưởng tới cộng đồng. Department of Neighborhoods (DON, Ban Phụ Trách Khu Dân Cư) xem xét và phê duyệt chiến lược tiếp cận với tất cả các đơn xin đoạn đường trống. Sau khi đã triển khai chiến lược tiếp cận công chúng, SDOT và SDC sẽ xem xét đơn kiến nghị và chuyển cho Hội Đồng Thành Phố phê duyệt.

DỰ ÁN ĐEM LẠI NHỮNG LỢI ÍCH GÌ CHO NGƯỜI DÂN SEATTLE?

Đơn vị kiến nghị, Seattle City Light, phải thực hiện bồi thường cho cư dân Seattle khi chuyển đổi tài sản không còn thuộc quyền sử dụng tuyến phố hợp pháp của người dân. Quyền lợi bồi thường có thể được cung cấp dưới nhiều hình thức. Trong trường hợp này, City Light sẽ chuyển nhượng quyền sở hữu một tài sản 30,000 foot vuông tại khu dân cư Georgetown cho Seattle Parks and Recreation (Cơ Quan Công Viên và Giải Trí Seattle). Cộng đồng Georgetown luôn ghi nhận tiềm năng của tài sản này trong việc trở thành một tiện nghi của cộng đồng. Seattle Parks and Recreation đang khám phá tiềm năng sử dụng tài sản này thành khu vực

DHC2 Website SCL Vacation Vietnamese

thả chó chạy rộng, có thể với đường mòn dành cho người đi xe đạp và đi bộ.

TÔI CÓ THỂ NHẬN THÔNG TIN HIỆN TẠI VỀ KIẾN NGHỊ ĐOẠN ĐƯỜNG TRỐNG NÀY Ở ĐÂU?

Là một phần của đơn kiến nghị này, City Light sẽ tổ chức hai cuộc họp dành cho công chúng nhằm cung cấp các thông tin chi tiết về dự án và cách dự án sẽ ảnh hưởng đến khu vực SODO/ Georgetown. Các ý kiến đóng góp của công chúng sẽ được thu thập tại cả hai cuộc họp.

Đăng ký ở đây để cập nhật dự án

THÔNG TIN LIÊN HỆ

Đối với các câu hỏi về kiến nghị xin đoạn đường trống, vui lòng liên hệ:

Anindita Mitra, Seattle City Light (Đại Diện Dự Án)

info@crea-affiliates.com

(253) 397-3887

Facebook: [Seattle City Light](#)

Twitter: [@seacitylight](#)

Đối với các câu hỏi về khu vực thả chó chạy rộng, vui lòng liên hệ:

Danyal Lotfi, Seattle Parks and Recreation

danyal.lotfi@seattle.gov

(206) 615-1721

CÁC NGUỒN THÔNG TIN BỔ SUNG

[Các Chính Sách Đoạn Đường Trống Năm 2018, Thành Phố Seattle](#)

[Quy Trình Xin Đoạn Đường Trống, Seattle Department of Transportation \(SDOT\)](#)

[2018 Directors' Rule](#)

[Seattle Department of Construction and Inspections \(SDCI, Sở Xây Dựng và Thanh Tra Seattle\)](#)

[Seattle Department of Neighborhoods \(DON\)](#)





Seattle City Light

DIAGONAL AVENUE SOUTH
STREET VACATION PETITION

土地产权变更申请 – Diagonal Avenue South Seattle City Light（西雅图电力公司）项目

Seattle City Light正在向Seattle Department of Transportation（SDOT，西雅图交通局）申请永久向公众关闭Diagonal Avenue South在4th Avenue South和Union Pacific Railroad铁道之间南路段的通行。该路段目前位于City Light围栏围起的地产内并在一项街道使用许可下作为储存功能使用。

拥有该地产将使City Light可以升级该区域以获得安全性和环境上的改善：

1. 减少冬季月份雪水泛滥造成的水灾损害；
2. 处理流入Duwamish河流的雨水
3. 改善场地的安全性；以及
4. 更加高效地使用该地产。

该地产的重新设计将不会造成对邻近街道和邻里区状态的改变。

该地产置换须经过Seattle Design Commission（西雅图设计委员会）和Seattle Department of Transportation的审核。置换必须经西雅图市议会批准。

公众权益

如果City Light寻求此段街道用地产权变更，则需要为西雅图居民的公众权益做出补偿，以抵消此路段的获取。City Light计划将其所有的位于East Marginal Way South的空闲地产置换给Seattle Parks and Recreation（Parks，西雅图公园与休闲局）。该位于Georgetown的空地面积约为Diagonal Avenue South地产的两倍。Parks正在考虑将该区域发展为犬只活动的公园，可能包含供公众使用的步行和骑行的连接小道。

土地产权变更申请 – Diagonal Avenue South 常见问题

什么是产权变更？

土地产权变更是指地产所有者（此处为Seattle City Light）向西雅图市议会申请获得毗邻街道的使用权，使其不再作为公共道路使用。做出这些决定的责任属于市议会。市议会将在考虑公共会议上以及之前所收集的公众评论后对此申请做出正式决定。

为什么Seattle City Light要寻求道路产权变更？

若干年来，Seattle City Light一直在一项街道使用许可下使用Diagonal Avenue South此段面积为13,300平方英尺的区域。在此许可下，该公共设施限制了公众对Diagonal Avenue South该段道路的通行和使用。

为了确保安全性、可行性和环境上的改善，City Light寻求获得Diagonal Avenue South该路段的所有权。该路段处在公共设施South Service Center（南服务中心）的地产之间。

周边区域会受到什么影响？

Diagonal Avenue South的封闭路段（即此申请道路产权变更的路段）已被用作工业用途。该路段与2nd Avenue South之间的交通目前被City Light所属地产西侧的铁路阻断。因此，将该地产的所有权由Seattle Department of Transportation（SDOT，西雅图交通局）转交给Seattle City Light预计不会对周边的地产或邻里交通状况造成影响。

道路产权变更的过程是怎样的？

该申请受到2018年开始实施的西雅图市议会道路产权变更政策管辖。道路产权变更的申请将由

DHC3 Website SCL Vacation Chinese

SDOT审查以确保城市公共道路使用的权利。SDOT将与Seattle Design Commission (SDC) 合作，以确保道路产权变更的过程是公正的且不会对社区造成影响。Department of Neighborhoods (DON, 西雅图邻里局) 将审查和批准所有道路产权变更的公共宣传方案。在公共宣传方案得到实施后，该申请将由SDOT和SDC审阅后递交给市议会进行批准。

该道路产权变更对西雅图居民有何补偿？

Seattle City Light作为申请者必须为占据公共道路使用权向西雅图居民提供相应的补偿。补偿可以是多种形式。在本次情况下，City Light将向Seattle Parks and Recreation (西雅图公园与休闲局) 转让一块位于Georgetown周边的面积为30,000平方英尺的地产所有权。Georgetown社区认为这块地产有可能建设成服务社区的公共设施。Seattle Parks and Recreation正在考虑将该地产发展为犬只自由活动的区域，可能包含步行和骑行的小道。

如何获取关于该道路产权变更申请的最新信息？

作为该申请过程的一部分，City Light将举行两次公众会议来提供关于此项目的细节和此方案对SODO/Georgetown区域可能产生的影响。两次公众会议都会收集公众评论。

[在此处注册项目更新](#)

联系信息

如有关于该道路产权变更申请的问题，请联系：

Anindita Mitra (项目代表)

info@crea-affiliates.com

(253) 397-3887

Facebook: [Seattle City Light](#)

Twitter: [@seacitylight](#)

如有关于犬只自由活动区的问题，请联系：

Danyal Lotfi, Seattle Parks and Recreation

danyal.lotfi@seattle.gov

(206) 615-1721

更多资源

[2018 西雅图街道产权变更政策](#)

[Seattle Department of Transportation \(SDOT\) 街道产权变更程序](#)

[2018 Directors’ Rule](#)

[Seattle Department of Construction and Inspections （SDCI，西雅图建设与监察局）](#)

[Seattle Department of Neighborhoods \(DON\)](#)



Seattle City Light

**DIAGONAL AVENUE SOUTH
STREET VACATION PETITION**

Seattle City Light – Diagonal Avenue South



Seattle City Light is requesting the Seattle Department of Transportation (SDOT) to permanently close public access to the southern portion of Diagonal Avenue South between 4th Avenue South and the Union Pacific Railroad tracks. This currently lies within City Light's fenced-in property and has been used for storage under a Street Use Permit.

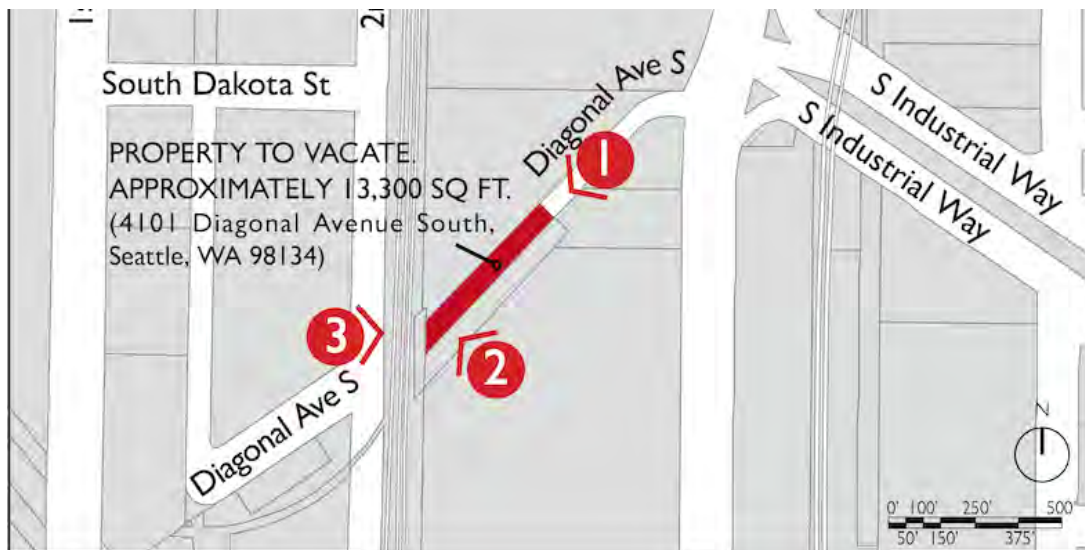
Owning this property will allow City Light to upgrade this area for better safety and environmental outcomes:

1. Reduce water damage from flooding during winter months.
2. Treat stormwater runoff into the Duwamish River;
3. Improve site security; and
4. Use the property more efficiently.

The redesign of this property will not result in any changes to the use of adjacent streets or neighborhood character.



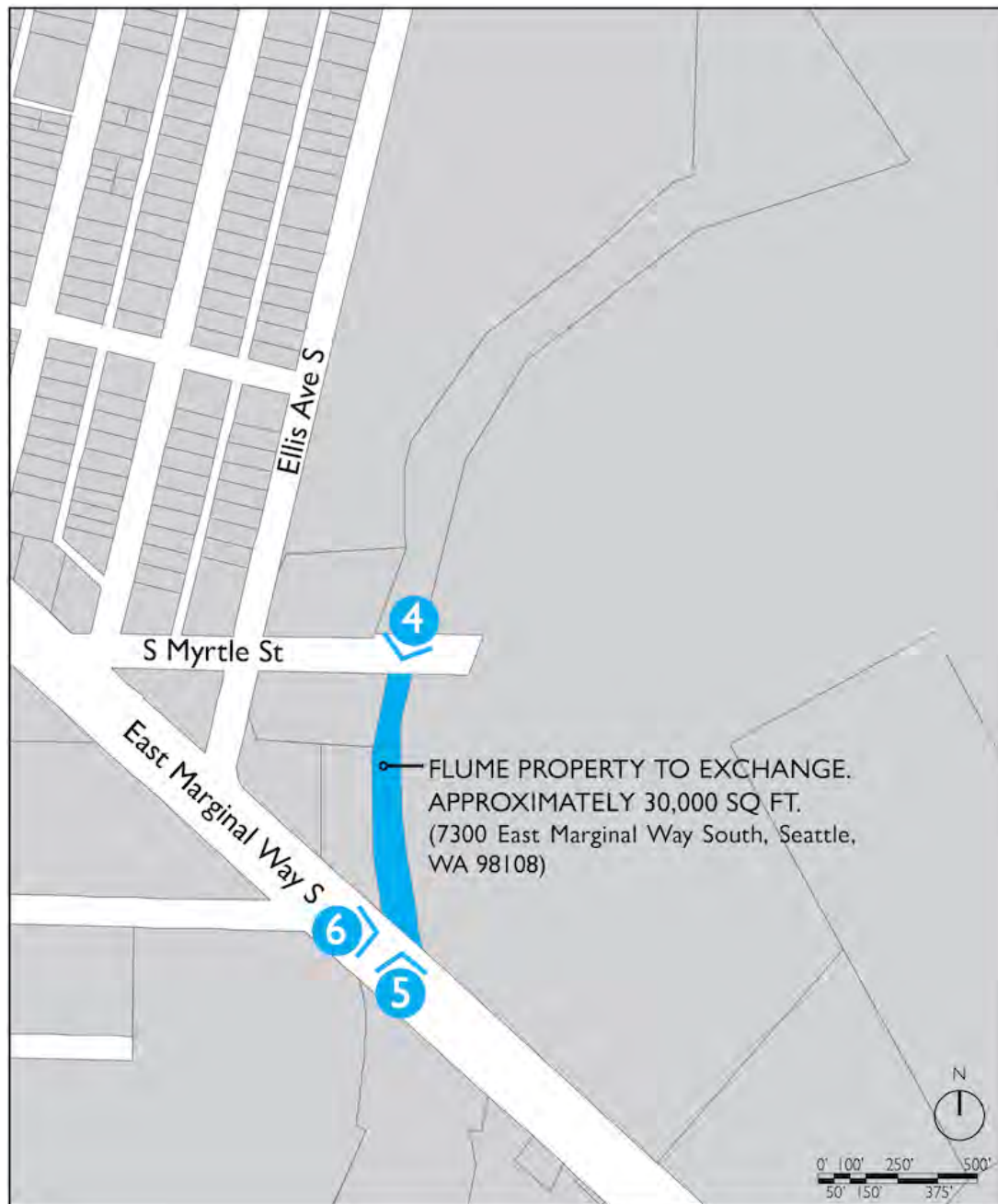
DHC4 Website SCL Vacation English (1)



The property exchange is subject to the review of the Seattle Design Commission and the Seattle Department of Transportation. It must be approved by the Seattle City Council.

Public Benefit

Should City Light pursue a street vacation for this section of the road, it will be required to identify a public benefit for Seattle residents to offset this acquisition. City Light would transfer a vacant property on East Marginal Way South to Seattle Parks and Recreation (Parks). The vacant Georgetown property is double the size of the Diagonal Avenue South property. Parks is exploring the potential of using this area for an off-leash dog park, possibly with a public walking/biking connector trail.



Frequently Asked Questions

WHAT IS A STREET VACATION?

DHC4 Website SCL Vacation English (1)

A *street vacation* refers to the process where a property owner (in this case, Seattle City Light) petitions Seattle City Council to acquire adjacent street right-of-way for use other than as a public roadway. The responsibility for making these decisions is assigned to the City Council. The City Council will consider public comments that were collected prior to or at a public hearing before making a formal decision about the petition.

WHY IS SEATTLE CITY LIGHT CONSIDERING A STREET VACATION?

For several years, Seattle City Light has continuously operated this 13,300-square-foot portion of Diagonal Avenue South under a street use permit. Under this permit, the utility has restricted public access to this portion of Diagonal Avenue South. In order to make safety, operational and environmental improvements, City Light is considering taking ownership of this section of Diagonal Avenue South, which is surrounded by the utility's South Service Center property.

HOW WILL THE NEIGHBORHOOD BE IMPACTED?

The closed portion of Diagonal Avenue South (subject of this vacation petition) has been in industrial use. Access to 2nd Avenue South is currently restricted by the railroad tracks directly west of the City Light property. Transferring the ownership of this property from the Seattle Department of Transportation (SDOT) to Seattle City Light is not expected to have any impact on surrounding properties or neighborhood circulation patterns.

HOW DOES THE STREET VACATION PROCESS WORK?

The petition is governed by the Seattle City Council Street Vacation Policies that were adopted in 2018. The petition for a street vacation is reviewed by SDOT which maintains the city's rights to all public rights-of-way. SDOT works with the Seattle Design Commission (SDC) to make sure the street vacation process is equitable and does not impact the community. The Department of Neighborhoods (DON) reviews and approves the outreach strategy for all street vacation proposals. After the public outreach strategy has been implemented, the petition is reviewed by SDOT and the SDC before it is forwarded to the City Council for approval.

HOW DOES THE STREET VACATION BENEFIT SEATTLE RESIDENTS?

The petitioner, Seattle City Light must provide an offsetting benefit to Seattle residents for transferring property out of the public right-of-way. The benefit can take many forms. In this case, City Light would transfer ownership of a 30,000-square-foot property in the Georgetown neighborhood to Seattle Parks and Recreation. The Georgetown community recognizes this property's potential to become a community amenity. Seattle Parks and Recreation is exploring the potential to use this as an off-leash dog park, possibly with a walking and biking trail.

HOW CAN I GET CURRENT INFORMATION ABOUT THIS VACATION PETITION?

As part of this petition, City Light will host two public meetings to provide details about this proposal and how this will affect the SODO/Georgetown area. Public comments will be collected at both meetings. Please check back on this site for project news and updates.

[Sign up here for Project Updates](#)

DHC4 Website SCL Vacation English (1)

CONTACT INFORMATION

For questions about the street vacation petition, please contact:

Name: Anindita Mitra, Seattle City Light's Project Representative

Email: info@crea-affiliates.com

Phone: (253) 397-3887

Facebook: [Seattle City Light](#)

Twitter: [@seacitylight](#)

For questions about off-leash areas, please contact:

Name: Danyal Lotfi, Seattle Parks and Recreation

Email: danyal.lotfi@seattle.gov

Phone: (206) 615-1721

ADDITIONAL RESOURCES

[2018 Street Vacation Policies, City of Seattle](#)

[Street Vacation Process, Seattle Department of Transportation, City of Seattle](#)

[2018 Directors' Rule, Seattle Department of Construction and Inspections \(SDCI\), Seattle Department of Neighborhoods \(DON\)](#)

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JUN
12

Georgetown Public Meeting Re: Diagonal Ave Street Vacation

Public · Hosted by [Seattle City Light](#)

Going

Wednesday, June 12, 2019 at 6 PM – 7:30 PM
about 3 weeks ago

Georgetown Ballroom
5623 Airport Way S, Seattle, Washington 98108

[Show Map](#)[About](#)[Discussion](#)

Details

Seattle City Light is seeking to improve a portion of Diagonal Avenue South in the SODO neighborhood. While this portion of the roadway lies within City Light's fenced-in property, it is owned by the Seattle Department of

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Candidate Survivor 2019

Wed, Aug 21 at Neumos
5 friends are going
[Interested](#) · [Going](#)



Nitzer Ebb

Wed, Sep 25 at Neumos
3 friends are going
[Interested](#) · [Going](#)



Boy Harsher with SPELLING...

Thu, Oct 3 at The Crocodile
2 friends are going
[Interested](#) · [Going](#)



Lights for Liberty (moved to C...

Friday at Counterbalance Park
4,057 guests
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Ancestral Waters: Screening ...

Tomorrow at Southside Commons
Kathy Lawhon is going
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Ferris Bueller at Marymoor Pa...

6:30 PM at Movies at Marymoor...
27,296 guests
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One or many approaches that City Light is considering before it makes this investment is to petition SDOT to vacate this section of the street from public access and use. To offset this acquisition, the utility is considering transferring a piece of property in the Georgetown neighborhood to Seattle Parks and Recreation. They are exploring this property's potential use as an off-leash area for dogs, possibly with a walking and biking trail.

As part of this petition, City Light will be hosting two public meetings to provide details about this proposal and how it will affect the

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Seattle City Light — Added an album
May 29, 2019

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Seattle City Light
Public Utility Company · Seattle, Washington
Seattle City Light is a publicly owned utility dedicated to exceeding our customers' expectations in producing and delivering environmentally responsible, safe, low cost and reliable power. We are committed to delivering the best customer service

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JUL 10 Miller Community Center Open House
Wed 4 PM · Seattle, Washington

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Apprenticeship Open House

Interested

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JUN
10

SODO Public Meeting Re: Diagonal Ave. S Street Vacation

Public · Hosted by [Seattle City Light](#)

Interested

Going

Monday, June 10, 2019 at 6 PM – 7:30 PM
about 4 weeks ago

The Factory Luxe
3100 Airport Way S, Seattle, Washington 98134

Show Map

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Discussion

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One or many approaches that City Light is considering before it makes this investment is to petition SDOT to vacate this section of the street from public access and use. To offset this acquisition, the utility is considering transferring a piece of property in the Georgetown neighborhood to Seattle Parks and Recreation. They are exploring this property's potential use as an off-leash area for dogs, possibly with a walking and biking trail.

As part of this petition, City Light will be hosting two public meetings to provide details about this proposal and how it will affect the

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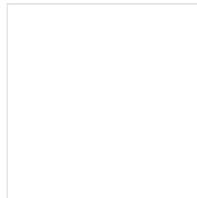
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May 29, 2019

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10****Miller Community Center Open House**

Wed 4 PM · Seattle, Washington

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4,057 guests

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Tomorrow at Southside Commons

Kathy Lawhon is going

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Digital, Social Media

Facebook Groups Contacted

Summary

Seattle City Light (SCL) hosted a Facebook event page for the SODO and Georgetown public meetings. Promotion through this method was limited to those individuals and businesses who were already “friends” with Seattle City Light on Facebook or to Facebook groups that allowed SCL or CREÄ to post on their timeline. CREÄ Affiliates staff attempted to post on the timeline of businesses and community groups’ Facebook pages, however the site administrator for these Facebook pages needed to approve the post before they became publicly visible. Follow up to these sites on 6/14/19 revealed that none of the groups listed below accepted the attempted post by CREÄ Affiliates on 5/27/19.

Groups Contacted

| Date | Group | Website |
|------------|--|---|
| 05/27/2019 | Georgetown Community Discussion Group | https://www.facebook.com/groups/GeorgetownCommunity/about/ |
| 05/27/2019 | Georgetown North | https://www.facebook.com/groups/306305049922142/ |
| 05/27/2019 | Georgetown Seattle | https://groups.yahoo.com/neo/groups/Georgetown-Seattle/info |
| 05/27/2019 | Georgetown Garden Walk | https://www.facebook.com/GeorgetownGardenWalk |
| 05/27/2019 | Georgetown SouthPark P.O.C (Georgetown South Park People of Color) | https://www.facebook.com/groups/114390859313629/ |
| 05/27/2019 | Georgetown Dogs | https://www.facebook.com/groups/1015009700875556/ |
| 05/27/2019 | Georgetown Parents | https://www.facebook.com/Georgetown-Parents-165245600202714/ |
| 05/27/2019 | Georgetown Events Club | https://www.facebook.com/georgetowneventsclub/ |
| 05/27/2019 | Seattle Design District | https://www.seattledesigndistrict.com/contact |
| 05/27/2019 | SODO BIA | https://www.facebook.com/SODOBIA/ |

DMA4 Facebook & Nextdoor Poll Results 06/19

Flume Survey Results
from Facebook & Nextdoor poll
6/10/2019

| Name | OLA | Trail | Both | Other | Notes |
|-----------------------|-----|-------|------|-------|---------------------------------------|
| Jesse Moore | | | 1 | | |
| Rosario Medina | | 1 | 1 | | |
| LaDele Sines | 1 | | 1 | | |
| Clint Berquist | | | 1 | | |
| Angie Walls | | | 1 | | |
| Matt Pearsall | | | 1 | | |
| Melissa Schreader | | | 1 | | |
| Dane Hofbauer | | | 1 | | |
| Victor Facundo | | | 1 | | |
| Kerri Egan | 1 | | 1 | | |
| Greg Ramirez | | 1 | | | |
| Jim Hill | | 1 | | | |
| Kathy Nyland | | 1 | | | |
| Jordan Lee | | 1 | | 1 | NW Natives garden for insects & birds |
| Wiley Youngblood | 1 | | | | |
| Kristen Taylor | | 1 | | | |
| Bill Ringler | | | | 1 | putt putt golf course |
| Grace Cobbins | 1 | | | | |
| Jim Kjelland | | | 1 | | |
| Jess Bacon | 1 | | | | |
| Kaitlin Lingburg | 1 | | | | |
| Tim Keber | 1 | | 1 | | |
| Rita Bonita | 1 | | | | |
| Hannah Craswell | 1 | | | | |
| Angielena Chamberlain | 1 | | | | |
| Patty Foley | | | 1 | | |
| Amy Amaryllis | | 1 | | | |
| Andy Bookwalter | | | 1 | | |
| Barbara Hill | | | 1 | | |

DMA4 Facebook & Nextdoor Poll Results 06/19

| | | | | | |
|--------------------------|-----------|-----------|-----------|----------|--------------------------------------|
| Aley Thompson | | | 1 | | |
| Kathleen Dowd | | | 1 | | |
| Durin Gleaves | 1 | | 1 | | |
| Debbie Pessein | | 1 | | | |
| Greg Rehm | | 1 | | | |
| Scott Sinclair Hall | 1 | | | | |
| Kate Kohler | 1 | | | | |
| K Steimer | | | | 1 | community art |
| Janet Neuhauser | | | 1 | | |
| Laura Wright | | | 1 | | |
| Marc Galt | 1 | | | | |
| Holly Wick Eyes Err | | | 1 | | |
| Daniel Roberts | 1 | | | | |
| Hattie Rhodes | 1 | | | | |
| Megan Davis | | 1 | | | |
| Gale Myles | | | 1 | | |
| Ed Ball | 1 | | | | |
| Yukari Romano | | 1 | | | |
| Kyshee Hoover Rizzo | | | 1 | | |
| Rebecca Martinez Roberts | | | 1 | | |
| Jon B Dove | | | 1 | | |
| Dawna Holloway | | | | 1 | wildlife habitat w/ native plantings |
| | | | | | |
| | 17 | 11 | 25 | 4 | |

Early Outreach for Design Review Projects Blog

Department of Neighborhoods

SODO/Georgetown Street Vacation

April 11, 2019 by [dearlyoutreach](#)

Project Address: Vacation ROW: 4101 Diagonal Avenue South, Seattle, WA 98134; Flume Property: 7300 East Marginal Way South, Seattle, WA 98108

Brief Description: Seattle City Light is seeking the vacation of a portion of Diagonal Avenue South between 2nd Avenue South and 4th Avenue South that is currently designated a public right-of-way. In addition to the water quality and safety benefits that this street vacation will allow, Seattle City Light is making a portion of its Flume Property (between East Marginal Way South and South Myrtle Street) available for public open space.

Developer/Applicant: Seattle City Light

Contact Person: Anindita Mitra

Contact Information: info@crea-affiliates.com

Type of building: Diagonal Avenue Street Vacation; and Flume Property – Public Property Transfer

Neighborhood: South Downtown (SODO) and Georgetown

In Equity area: Yes

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D.M.C. Email notice of public meetings

Subject: Seale City Light t: SODO/Georgetown Public Meengs in June 2019
Date: Wednesday, May 29, 2019 at 3:58:22 PM Pacific Daylight Time
From: Michael Davolio
To: 'Anindita Mitra'
Attachments: image003.png, image004.png, image005.png, image002.png

Seattle City Light is seeking to improve a portion of Diagonal Avenue South in the SODO neighborhood. While this portion of the roadway lies within City Light's fenced-in property, it is owned by the Seattle Department of Transportation (SDOT). One of many approaches that City Light is considering before it makes this investment is to petition SDOT to vacate this section of the street from public access and use. To offset this acquisition, the utility is considering transferring a piece of property in the Georgetown neighborhood to Seattle Parks and Recreation. They are exploring this property's potential use as an off-leash area for dogs, possibly with a walking and biking trail.

As part of this petition, City Light will be hosting two public meetings to provide details about this proposal and how it will affect the SODO/Georgetown area. Public comments will be collected at both meetings. Light refreshments will be provided.

SODO Public Meeting

June 10, 2019, 6:00-7:30 p.m.

The Factory Luxe - 3100 Airport Way South Seattle, WA 98134

Georgetown Public Meeting

June 12, 2019, 6:00-7:30 p.m.

Georgetown Ballroom - 5623 Airport Way South Seattle, WA 98108

If you are unable to attend, comments can be submitted via phone or email. You can also take an online survey to provide your input (www.surveymonkey.com/r/diagonalave). Please be advised that any information collected through this process may become public.

For questions about the street vacation petition, please contact:

Anindita Mitra
Seattle City Light (Project Representative)
info@crea-affiliates.com
(253) 397-3887
www.diagonalavenue.com

For questions about off-leash areas, please contact:

Danyal Lotfi
Seattle Parks and Recreation
danyal.lotfi@seattle.gov
(206) 615-1721
www.seattle.gov/parks/find/dog-off-leash-areas

D.M.C. Email notice of public meetings

MICHAEL DAVOLIO, AICP

Project Manager

O: 206.297.3045 #642

M: 206.486.3540

E: mdavolio@crea-affiliates.com

3250 Airport Way South, Seattle, WA 98134



Street Vacation Petition – Diagonal Avenue South Frequently Asked Questions

WHAT IS A STREET VACATION?

A *street vacation* refers to the process where a property owner (in this case, Seattle City Light) petitions Seattle City Council to acquire adjacent street right-of-way for use other than as a public roadway. The responsibility for making these decisions is assigned to the City Council. The City Council will consider public comments that were collected prior to or at a public hearing before making a formal decision about the petition.

WHY IS SEATTLE CITY LIGHT SEEKING A STREET VACATION?

For several years, Seattle City Light has continuously operated this 13,300-square-foot portion of Diagonal Avenue South under a street use permit. Under this permit, the utility has restricted public access to this portion of Diagonal Avenue South.

In order to make safety, operational and environmental improvements, City Light is seeking ownership of this section of Diagonal Avenue South, which is surrounded by the utility's South Service Center property.

HOW WILL THE NEIGHBORHOOD BE IMPACTED?

The closed portion of Diagonal Avenue South (subject of this vacation petition) has been in industrial use. Access to 2nd Avenue South is currently restricted by the railroad tracks directly west of the City Light property. Transferring the ownership of this property from the Seattle Department of Transportation (SDOT) to Seattle City Light is not expected to have any impact on surrounding properties or neighborhood circulation patterns.

HOW DOES THE STREET VACATION PROCESS WORK?

The petition is governed by the Seattle City Council Street Vacation Policies that were adopted in 2018. The petition for a street vacation is reviewed by SDOT which maintains the city's rights to all public rights-of-way. SDOT works with the Seattle Design Commission (SDC) to make sure the street vacation process is equitable and does not impact the community. The Department of Neighborhoods (DON) reviews and approves the outreach strategy for all street vacation proposals. After the public outreach strategy has been implemented, the petition is reviewed by SDOT and the SDC before it is forwarded to the City Council for approval.



HOW DOES THE STREET VACATION BENEFIT SEATTLE RESIDENTS?

The petitioner, Seattle City Light must provide an offsetting benefit to Seattle residents for transferring property out of the public right-of-way. The benefit can take many forms. In this case, City Light would transfer ownership of a 30,000-square-foot property in the Georgetown neighborhood to Seattle Parks and Recreation. The Georgetown community recognizes this property's potential to become a community amenity. Seattle Parks and Recreation is exploring the potential to use this as an off-leash dog area, possibly with a walking and biking trail.

HOW CAN I GET CURRENT INFORMATION ABOUT THIS VACATION PETITION?

As part of this petition, City Light will host two public meetings to provide details about this proposal and how this will affect the SODO/Georgetown area. Public comments will be collected at both meetings.

SODO Public Meeting

June 10, 2019, 6:00-7:30 p.m.
The Factory Luxe
3100 Airport Way South
Seattle, WA 98134

Georgetown Public Meeting

June 12, 2019, 6:00-7:30 p.m.
Georgetown Ballroom
5623 Airport Way South
Seattle, WA 98108

If you are unable to attend, questions and comments can be submitted via phone or email. You can also take an online survey to provide your input (www.surveymonkey.com/r/diagonalave). *Please be advised that any information collected through this process may become public.*

For questions about the street vacation petition, please contact:

Anindita Mitra
Seattle City Light (Project Representative)
info@crea-affiliates.com
(253) 397-3887
www.diagonalavenue.com
Facebook: Seattle City Light
Twitter: @seacitylight

For questions about off-leash areas, please contact:

Danyal Lotfi
Seattle Parks and Recreation
danyal.lotfi@seattle.gov
seattle.gov/parks/find/dog-off-leash-areas
(206) 615-1721

ADDITIONAL RESOURCES

2018 Street Vacation Policies, City of Seattle

<https://seattle.legistar.com/View.ashx?M=F&ID=6262206&GUID=0471C612-0993-414B-BB85-4C40BF83379E>

Street Vacation Process, Seattle Department of Transportation (SDOT)

<http://www.seattle.gov/documents/Departments/SDOT/Services/StreetVacation/StreetVacationFullProcess.pdf>

2018 Directors' Rule

Seattle Department of Construction and Inspections (SDCI)

Seattle Department of Neighborhoods (DON)

<http://www.seattle.gov/dpd/codes/dr/DR2018-4.pdf>

P.H.A.2. Flyer_Public Meeting Notice



Seattle City Light

SODO/GEORGETOWN PUBLIC MEETING NOTICE

TRANSLATION SERVICES AVAILABLE AT (253) 397-3887

• Información en español • 中文資訊 • Thông tin bằng tiếng Việt

PROJECT OVERVIEW

Seattle City Light has petitioned the City of Seattle to vacate an unused portion of Diagonal Avenue South in the SODO neighborhood. In exchange, the utility is proposing to transfer a piece of property in the Georgetown neighborhood to Seattle Parks and Recreation. They are exploring this property's use as an off-leash dog area. **Please see the maps on the back of this flier for more information.**



Street Vacation Petition:
Diagonal Avenue South (SODO)



Property Transfer:
Between South Myrtle Street &
East Marginal Way South (Georgetown)

PUBLIC MEETINGS

As part of this petition, City Light will be hosting two public meetings to provide details about this proposal and how it will affect the SODO/Georgetown area. Public comments will be collected at both meetings. Light refreshments will be provided.

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Seattle City Light (Project Representative)
info@crea-affiliates.com
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danyal.lotfi@seattle.gov
(206) 615-1721
seattle.gov/parks/find/dog-off-leash-areas

PROJECT MAP



1



2



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5



6

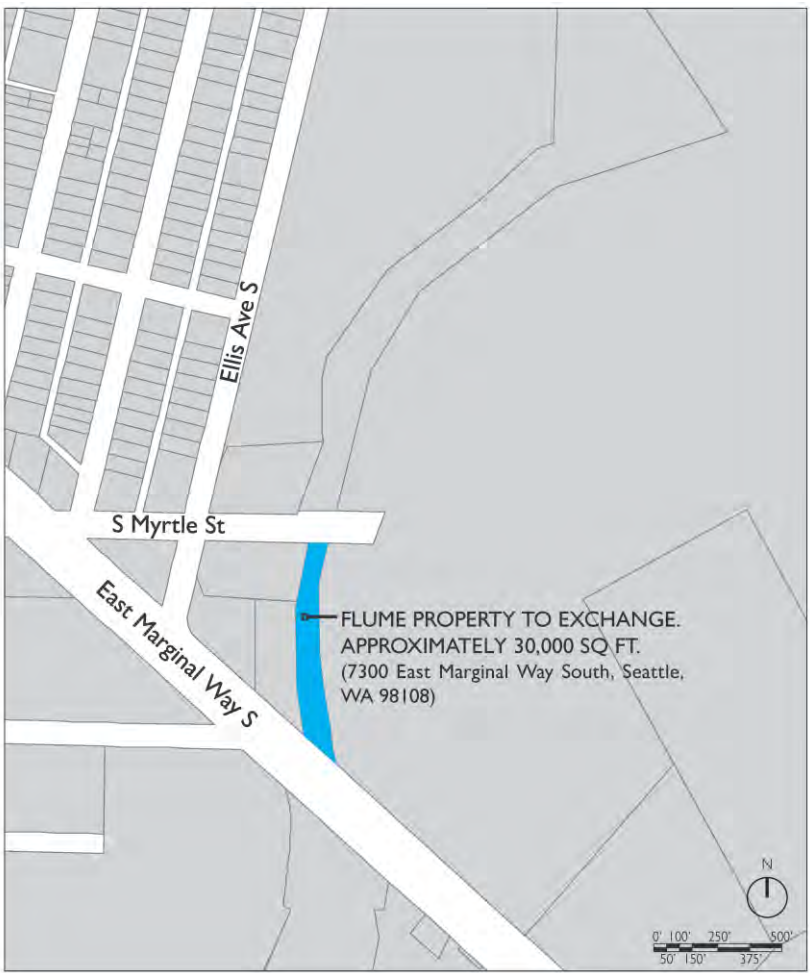


TRANSLATION SERVICES AVAILABLE AT (253) 397-3887

- Información en español • 中文資訊 • Thông tin bằng tiếng Việt

PROJECT OVERVIEW

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PUBLIC MEETINGS

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CONTACT US

For questions about the street vacation petition, please contact:

Anindita Mitra
Seattle City Light (Project Representative)
info@crea-affiliates.com
(253) 397-3887
www.diagonalavenue.com

For questions about off-leash areas, please contact:

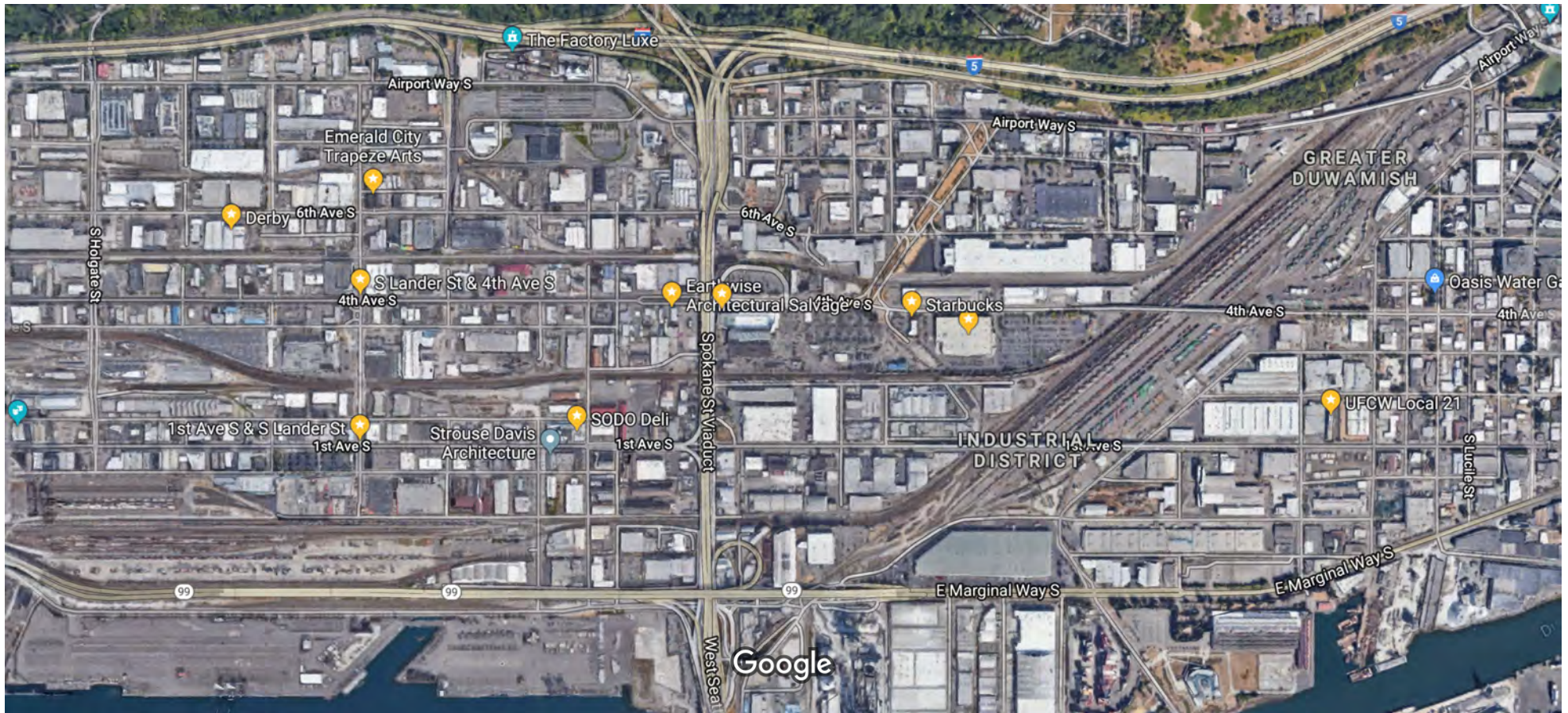
Danyal Lotfi
Seattle Parks and Recreation
danyal.lotfi@seattle.gov
(206) 615-1721
seattle.gov/parks/find/dog-off-leash-areas

P.M.A.3. Poster Locations SODO



Starred places

SODO poster locations (marked with orange stars)



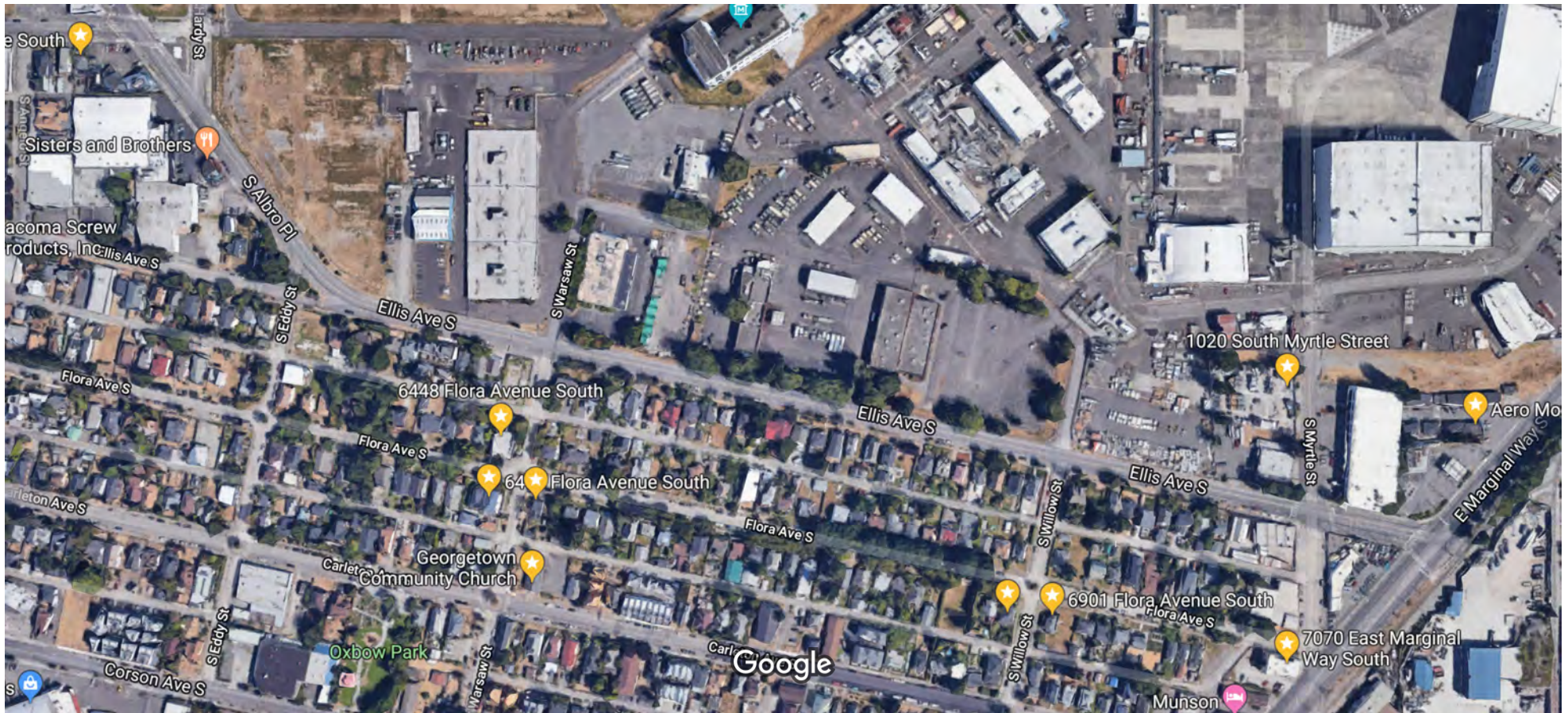
Imagery ©2019 Google, Map data ©2019 Google 1000 ft

P.H.B.3. Poster Locations Georgetown



Starred places

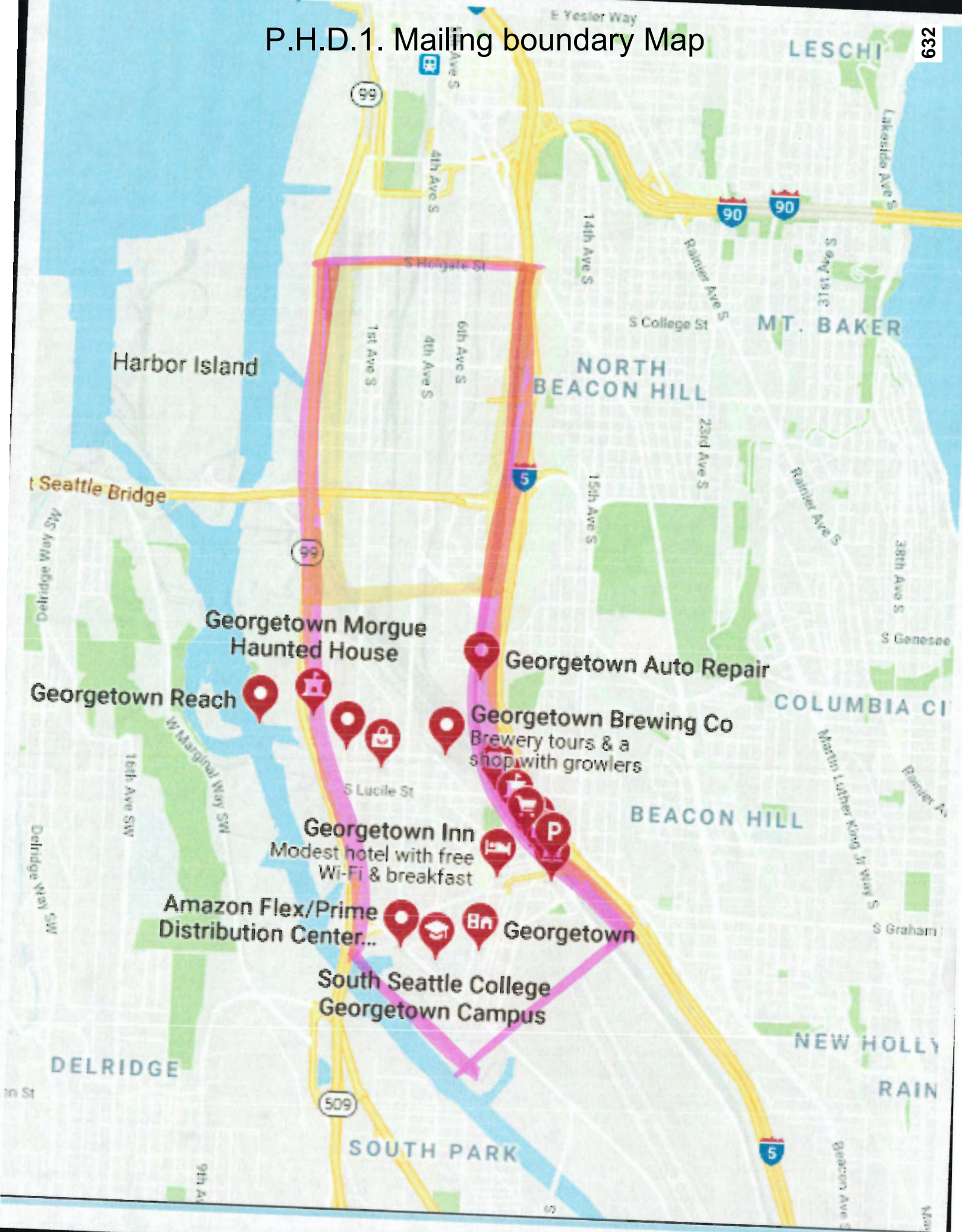
Georgetown Flyer & Poster Outreach (locations marked with an orange star)



Imagery ©2019 Google, Map data ©2019 200 ft

P.H.D.1. Mailing boundary Map

632



P.H.D.2. Letter - Costco update 0426

Mr. Rick Jerabek, Corporate Counsel
Costco Wholesale
999 Lake Drive, Issaquah, WA 98027

Re: Vacation of a Portion of Diagonal Way, South

Dear Mr. Jerabek,

As you know, CREÄ Affiliates is assisting Seattle City Light in their efforts to vacate a portion of Diagonal Way, South. The area to be vacated is currently closed to public use pursuant to a street use permit granted by the Seattle Department of Transportation.

We appreciate the time you and your staff have taken to become familiar with our efforts, including meeting with us on-site. I am writing to provide you with an update on our recent and upcoming actions on this project. We will soon have available a flyer describing our proposal, which will be drafted in multiple languages. This flyer will also be used to advertise local informational meetings that we plan to schedule in the near future. If it is agreeable, we would like to post these flyers at your SODO location.

I will continue to be your primary point of contact for this project. You may reach me using the contact information shown below. Please feel free to contact me if you have any questions.

Sincerely,

Michael Davolio, AICP
Senior Planner
mdavolio@crea-affiliates.com
360-951-3846

c: Mr. Peter Kahn, Real Estate Manager
Costco Northwest Headquarters
999 Lake Drive
Issaquah, Washington 98027

P.H.D.3. Letter-King County Airport 0426

Mr. John Parrott, Director
King County International Airport-Boeing Field
AIR-ES-0200
7277 Perimeter Rd. S.
Seattle, Washington 98108-3844

Re: Property of Seattle City Light, abutting the King County Airport

Dear Mr. Parrott,

CREA Affiliates is assisting Seattle City Light in their efforts to vacate a portion of Diagonal Way, South. As a part of that effort, we are in discussions with the Seattle Parks and Recreation Department regarding the possibility of transferring the above-referenced property (a/k/a/ the "Flume Property") for its potential use as a public park. The subject property consists of approximately 30,000 square feet in area, and is located to the west of the airport, between East Marginal Way South and South Myrtle Street. Attached you will find a map that shows the subject property in relation to the King County Airport.

I will be your primary point of contact for this project. You may reach me using the contact information shown below.

Because you are an abutter to this property, we would like to give you an opportunity to review and comment on the proposal. Also, if there are additional users or tenants at the airport that you would like to be made aware of this project, we would be happy to speak with them as well. Please contact us at your earliest convenience to arrange a time to meet.

Sincerely,

Michael Davolio, AICP
Senior Planner
mdavolio@crea-affiliates.com
360-951-3846

cc: Ms. Tricia Diamond
Programs and Project Administration
King County Airport

Attachment: Map of Flume Property

P.H.D4.Letter - Marine Stewardship 0426

Marine Stewardship Council
5030 First Avenue, South
Seattle, Washington 98134

Re: Vacation of a Portion of Diagonal Way, South

Dear Marine Stewardship Council,

CREA Affiliates is assisting Seattle City Light in their efforts to vacate a portion of Diagonal Way, South. The area to be vacated is currently closed to public use pursuant to a street use permit granted by the Seattle Department of Transportation. Attached you will find a map that shows the subject property.

We have tried to reach you by telephone, without success. This letter is sent in order to make you aware of our proposed action. Because the office of the Marine Stewardship Council is located within the area of the proposed action, we would like to give you an opportunity to review and comment on the proposal. We will soon have available a flyer describing our proposal, which will be drafted in multiple languages. This flyer will also be used to advertise local informational meetings that we plan to schedule in the near future.

I will be your primary point of contact for this project. You may reach me using the contact information shown below. Please feel free to contact me if you have any questions. We are available to meet with you in person, if you desire.

Sincerely,

Michael Davolio, AICP
Senior Planner
mdavolio@crea-affiliates.com
360-951-3846

Attachment: Map of Diagonal Way, South

P.H.D.5. Letter-Pacific Asian 04 26

Ms. Cristina Vasconcelos, Executive Director
Pacific Asian Empowerment Program
270 South Hanford Street, Suite 204
Seattle, Washington 98108

Re: Vacation of a Portion of Diagonal Way, South

Dear Ms. Vasconcelos,

CREA Affiliates is assisting Seattle City Light in their efforts to vacate a portion of Diagonal Way, South. The area to be vacated is currently closed to public use pursuant to a street use permit granted by the Seattle Department of Transportation. Attached you will find a map that shows the subject property.

I will be your primary point of contact for this project. You may reach me using the contact information shown below.

Because the Pacific Asian Empowerment Program represents stakeholders in this area, we would like to give you an opportunity to review and comment on the proposal. We will soon have available a flyer describing our proposal, which will be drafted in multiple languages. This flyer will also be used to advertise local informational meetings that we plan to schedule in the near future. We would appreciate your assistance in making this material available to your members. Please feel free to contact me if you have any questions. We are available to meet with you in person, if you desire.

Sincerely,

Michael Davolio, AICP
Senior Planner
mdavolio@crea-affiliates.com
360-951-3846

Attachment: Map of Diagonal Way, South

P.H.D.6. Letter-SODO Business Assc 04 27

Ms. Erin Goodman, Executive Director
SODO Business Association/SODO Business Improvement Area
270 South Hanford Street, suite 200
Seattle, Washington 98108

Re: Vacation of a Portion of Diagonal Way, South

Dear Ms. Goodman,

CREA Affiliates is assisting Seattle City Light in their efforts to vacate a portion of Diagonal Way, South. Attached you will find a map that shows the subject property.

Because the SODO Business Association represents many of the stakeholders in this area, we would like to give you an opportunity to review and comment on the proposal. I have also spoken with Jillian Cellich of your staff regarding the possibility of reaching your members via email to inform them of our efforts. We will soon have available a flyer describing our proposal, which will be drafted in multiple languages. This flyer will also be used to advertise local informational meetings that we plan to schedule in the near future. We would appreciate your assistance in making this material available to your members.

I will be your primary point of contact for this project. You may reach me using the contact information shown below.

Sincerely,

Michael Davolio, AICP
Senior Planner
mdavolio@crea-affiliates.com
360-951-3846

Attachment: Map of Diagonal Avenue, South

P.H.D.7. Letter - Gull Properties

Subject: Seale City Light street vacation
Date: Friday, May 24, 2019 at 3:31:43 PM Pacific Daylight Time
From: Michael Davolio
To: pat@gulloil.com
CC: 'Anindita Mitra'
Attachments: image003.png, image004.png, image005.png, image006.png, Street_Vacation_FAQ_Revised_5-17-19.pdf, Public_Meeting_Note_Revised_5-17-19.pdf

Mr. True;

I work for a consulting firm assisting Seale City Light in their effort to secure more permanent access to that portion of Diagonal Avenue South that has been closed to the public for several years per a street use permit issued by the Seale Department of Transportation. Among the options that City Light is considering is a petition to the City Council to permanently vacate that portion of the street.

As you may imagine, this is a complex process that appropriately requires a significant amount of public outreach to neighboring properties such as yours. While City Light believes that the vacation of the street will have no impact upon nearby properties, you are entitled to review the proposal and make your own determination as to the potential impact that this project may have.

I have attached two documents that will help to provide you with some perspective. After you have had the time to review this material, I would be happy to answer any questions that you may have. If you wish, you can respond to this email or I can meet you in person at your convenience.

I will look forward to hearing from you.

Best regards,

Michael Davolio

MICHAEL DAVOLIO, AICP

Project Manager

O: 206.297.3045 #642

M: 206.486.3540

E: mdavolio@crea-affiliates.com

3250 Airport Way South, Seattle, WA 98134



August 6, 2019

VIA OVERNIGHT DELIVERY

Christoph Strouse
Communications Specialist
CREA Affiliates, LLC
3250 Airport Way South
Seattle WA 98134

RE: Seattle City Light – 4101 Diagonal Ave. S. – Proposed Street Vacation

Dear Strouse:

Costco does not object to the proposed street vacation to Seattle City Light from Seattle Department of Transportation, as described in your attached letter dated March 8, 2019. If you have any questions, I can be reached directly at (425) 427-3585 or by email: rjerabek@costco.com.

Very truly yours,
Costco Wholesale Corporation

A handwritten signature in black ink, appearing to be "RAK" or similar, written over a horizontal line.

Rick Jerabek
Corporate Counsel



crea affiliates

sustainable planning, building and landscapes

MR. PETER KAHN

March 8, 2019

Real Estate Manager
 Costco Northwest Headquarters
 99 Lake Drive
 Issaquah, Washington 98027

RE: Vacation of Diagonal Avenue South

Dear Mr. Kahn,

In order to improve their facility and provide greater security, Seattle City Light (SCL) is requesting the vacation of a portion of Diagonal Avenue South, which is located on the westerly side of Fourth Avenue in Seattle, between your property and theirs. We are sending this correspondence because you are an abutter to this property.

We have been contracted by Seattle City Light to work with them on this topic. As a part of the street vacation application, SCL would like to improve their property boundary by adding more secure fencing which will add a greater measure of security to your property, as well. Attached to this correspondence you will find relevant maps and drawings. We are also in the process of obtaining a new survey of the property.

We would like to meet with you at your earliest convenience to discuss this proposal in greater detail. Could you please contact me at the phone number below to arrange a time and place to meet? Thank you.

Sincerely,

Michael Davolio, AICP
 Senior Planner

Encl:

1. Map of proposed vacation area
2. Map of existing fence location
3. Drawing of existing fence Detail

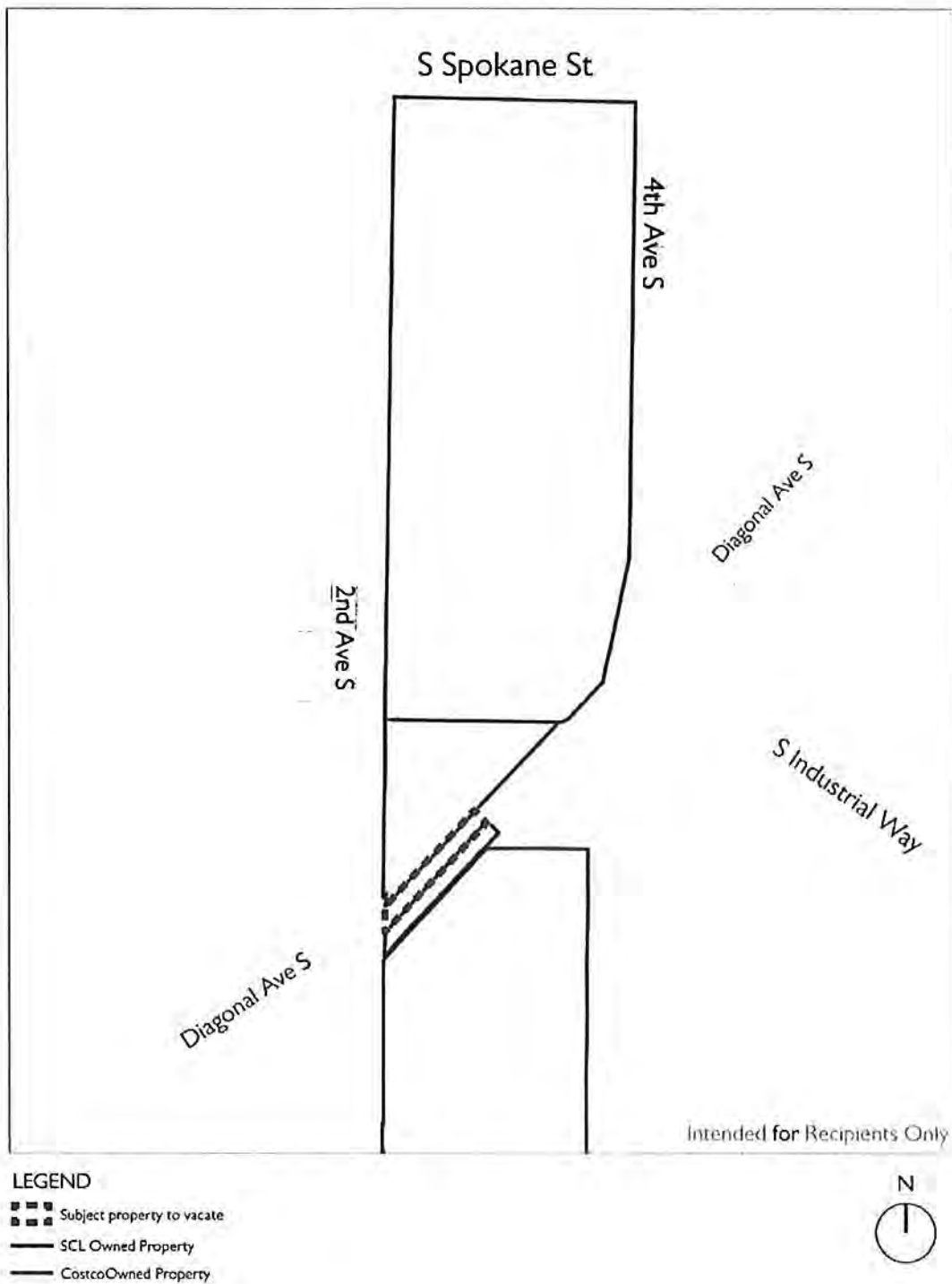


Figure 1: Map of proposed vacation area

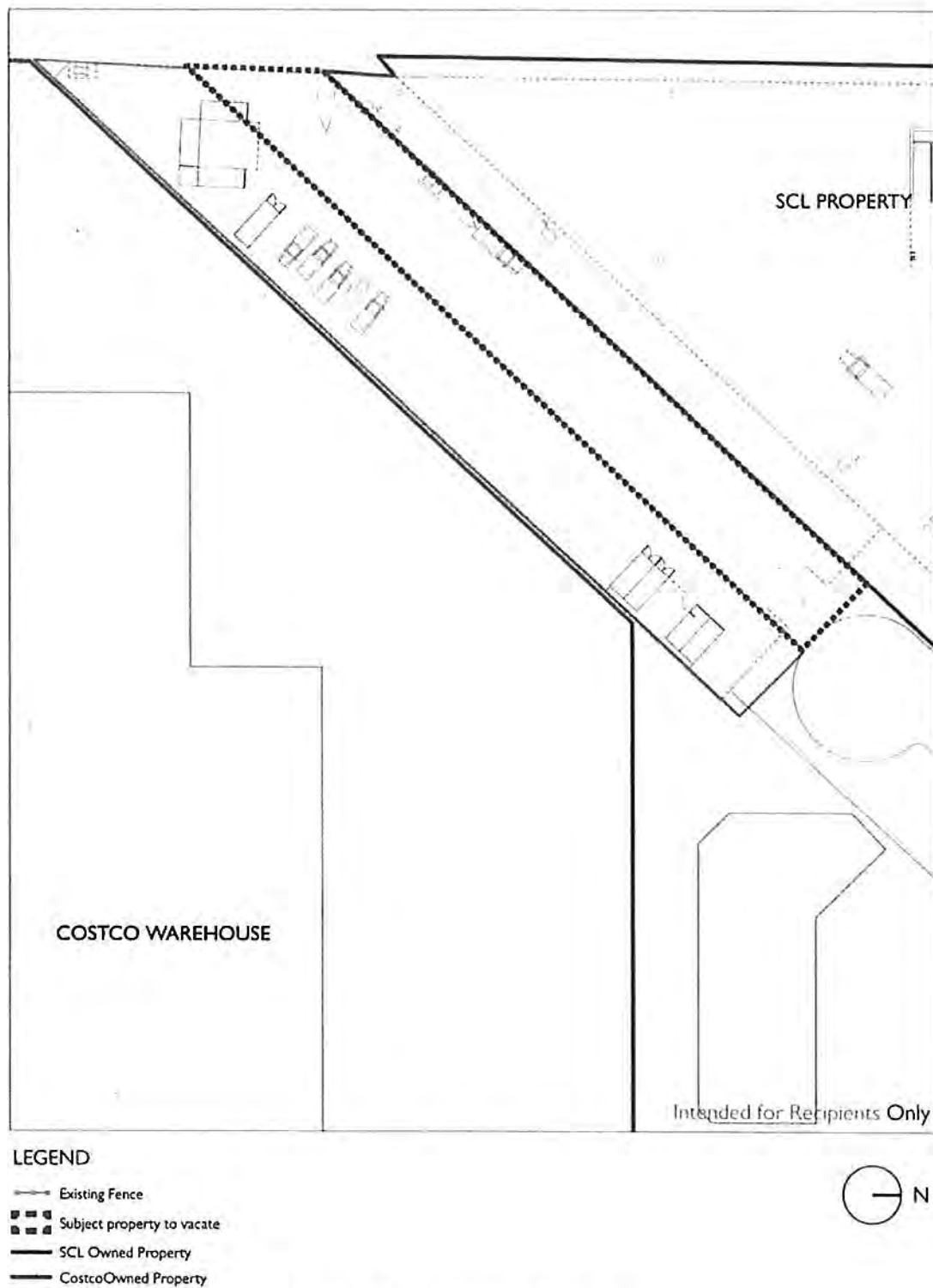
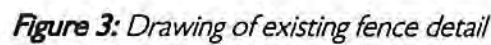


Figure 2: Map of existing fence location



P.H.D.9. Letter of Support Gull Oil 0808



GULL INDUSTRIES, INC. • 3404 FOURTH AVENUE SOUTH • P.O. BOX 24687 • SEATTLE, WA 98124 • (206) 624-5900 • FAX (206) 624-5412

August 8, 2019

Christoph Strouse
Communications Specialist
CREA Affiliates, LLC
3250 Airport Way South
Seattle WA 98134

Dear Christoph,

I understand that Seattle City Light is looking to acquire the right of way at 4101 Diagonal Avenue South by transferring the ownership of this property from Seattle Department of Transportation (SDOT) to Seattle City Light.

I would like to confirm that I have been informed of this project and understand the potential impacts and benefits to the community. Having reviewed this project I, having the authority as Vice President of Gull Industries, Inc. would like to state that I have no concerns and find no issue with the petition.

Sincerely,



Peter True
Vice President
Gull Industries, Inc.

P.M.A. Georgetown Gazette Ad Copy

STREET VACATION PUBLIC MEETINGS – June 10 & 12

Seattle City Light has petitioned the City of Seattle to vacate an unused portion of Diagonal Avenue South in the SODO neighborhood. In exchange, the utility is transferring a piece of Georgetown property to Seattle Parks and Recreation, who is exploring its use as an off-leash area.

Learn more about this proposal and provide your input by coming to one of our public meetings. Light refreshments will be provided.

SODO Public Meeting

June 10, 2019, 6:00-7:30 p.m.

The Factory Luxe

3100 Airport Way South, Seattle, WA 98134

Georgetown Public Meeting

June 12, 2019, 6:00-7:30 p.m.

Georgetown Ballroom

5623 Airport Way South, Seattle, WA 98108

If you are unable to attend, comments can be submitted via phone or email.

For additional information, please contact:

Anindita Mitra

Seattle City Light (Project Representative)

info@crea-affiliates.com

(253) 397-3887



www.diagonalavenue.com



Seattle City Light

I.H.A. Door to Door Outreach Limits Map SODO



| | | | |
|--|---|---|---|
|  crea affiliates, llc <small>3250 AIRPORT WAY SOUTH, SEATTLE, WA 98109</small> | Seattle Industrial Area | Source: SCL Project Summary 18012019 King County GIS iMap https://gismaps.kingcounty.gov/iMap/ |  |
| | Date: 02/27/2019 | | |
| | SEATTLE CITY LIGHT DIAGONAL AVE S STREET VACATION | | |

Meeting Summary Notes

| | |
|------------------|---|
| MEETING | SODO Community Meeting |
| MEETING DATE | 6/10/19 |
| MEETING TIME | 6:00 p.m. |
| MEETING LOCATION | 3100 Airport Way, S |
| PARTICIPANTS | Seattle City Light: Timothy Croll, Ruth Meraz-Caron, Hermann Ambion, Jenny Levesque Seattle Parks and Recreation: Rachel _____ CREA Affiliates: Anindita Mitra, Michael Davolio, Yueru Deng, Christoph Strouse |
| AUDIENCE MEMBERS | Erin Goodman, SODO Business Improvement District Jane Elliott |

SUBJECT Diagonal Av. S. street vacation, property transfer from City Light to Parks

Timothy Croll opened the meeting by introducing members from Seattle City Light, Seattle Parks and Recreation, and the City Light consulting team of CREA Affiliates. Anindita Mitra then presented a PowerPoint slide show. The presentation described the reasons why Seattle City Light is interested in petitioning the City to permanently acquire a portion of South Diagonal Avenue, for operational and security improvements.

Anindita's presentation included a full description of the Flume property, and the proposal of Seattle City Light to offer this property to the Seattle Department of Parks and Recreation. Rachel _____ of Parks and Recreation continued with an explanation of their interest in the Flume property, and their previous public discussions of utilizing the property as an off-leash dog park.

Anindita then described the importance of the public outreach process, including this meeting and the subsequent meeting scheduled in Georgetown on June 10th. Emphasis was placed on the online survey that was available for the public to provide their comments.

Erin Goodman of the SODO business Improvement District was in attendance, and offered several questions and comments. She emphasized that she did not object to the street vacation, but she asked why the proposed property exchange did not directly benefit the SODO neighborhood. Ms. Goodman expressed concerns about the "challenging location" of the Flume property, with regard to its proximity to homeless encampments. She spoke of concerns regarding illegal activities at the abutting motel, and of the temporary status of the nearby tiny house village.

Ms. Goodman also discussed the possibility of generating public support for public improvements such as walking trails in the SODO neighborhood, and she offered the support of her organization for such an

I.H.A.1. PUBLIC MEETING NOTES - SODO 6-10

effort. She indicated that the employees of several local businesses would enjoy the use of safe walking trails in the area, and she noted specific businesses and organizations who might be persuaded into participating financially in such improvements.

When asked to comment on the small turnout at this public meeting, Ms. Goodman said, "If people don't have a concern, they won't come."

The presentation lasted approximately 20 minutes. With Q&A, the full meeting lasted more than 60 minutes.

TASK UPDATES

CREA to follow up with Erin Goodman to get more details regarding her proposal for walking trails in the SODO neighborhood.

SIGN-IN SHEET



Event Name: Diagonal Avenue South – Street Vacation Public Meeting Date: June 10, 2019
The Factory Luxe (3100 Airport Way South, Seattle, WA 98134)

| NAME | ADDRESS | PHONE NUMBER | EMAIL ADDRESS |
|--------------|------------------------|--------------|----------------------|
| Erin Goodman | 270 S. Hanford St #112 | 206 981 9877 | erin@sodoSeattle.org |
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SIGN-IN SHEET

Event Name: Diagonal Avenue South – Street Vacation Public Meeting Date: June 10, 2019
The Factory Luxe (3100 Airport Way South, Seattle, WA 98134)



L.H.A.2. SODO Sign-In-Sheet_06-10-19

| NAME | ADDRESS | PHONE NUMBER | EMAIL ADDRESS |
|--------------|---------------------|--------------|---------------|
| Sara Elliott | 943 2nd Ave Seattle | | |
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I.H.A.3. Public Meeting Attendance 0610 & 0612

SCL Public Meeting Attendance 6/10/19 & 6/12/19

| Date Received | Name | Contact Info | Meeting Location | Communication Inquiry | Response/Resolution |
|---------------|--------------------|--|------------------------------------|--|--|
| 6/10/2019 | Erin Goodman | 210 S. Hanford St., #112 | attended SODO public meeting | <i>questioned lack of public benefit in SODO</i> | <i>requested separate, on-site meeting</i> |
| 6/10/2019 | Jana Elliott | 943 29th Av. | attended SODO public meeting | | |
| 6/12/2019 | Heather Carney | 6736 Corson Av. S; ph. 425-736-8874; email heather.j.carney@gmail.com | attended Georgetown public meeting | <i>concerned that Flume will not be developed; uncertain if it is the best location for dog park</i> | |
| 6/12/2019 | Kate Kohler | 728 S. Orcas St.; 612-834-5304; kkohler124@gmail.com | attended Georgetown public meeting | | |
| 6/12/2019 | Dane Hufbauer | 6240D Corson Av. S; 206-778-4125; dhofbauer@gmail.com | attended Georgetown public meeting | <i>Parks Dept. must have a plan for Flume property</i> | |
| 6/12/2019 | Patty Foley | 6415 Flora Av. S; 206-409-9838; patty_foley@hotmail.com | attended Georgetown public meeting | | |
| 6/12/2019 | Jesse Moore | 6415 Flora Av. S; 206-234-4561; georgetownjesse@gmail.com | attended Georgetown public meeting | | |
| 6/12/2019 | John Sutton | 6525 Ellis Av. S; 206-234-6139; sendjohnmail@gmail.com | attended Georgetown public meeting | | |
| 6/12/2019 | Tom van Bronkhorst | tom.vanbrankhorst3@seattle.gov | attended Georgetown public meeting | | |
| 6/12/2019 | Holly Krejci | holly.krejci@gmail.com | attended Georgetown public meeting | | |



DIAGONAL AVENUE SOUTH STREET VACATION PROJECT

Public Meeting, SODO

June 10, 2019



WHO WE ARE

- Seattle City Light
 - Ruth Meraz-Caron
 - Timothy Croll
- Seattle Parks and Recreation
 - Rachel Schulkin
- Consultants: CREÄ Affiliates
 - Anindita Mitra
 - Michael Davolio

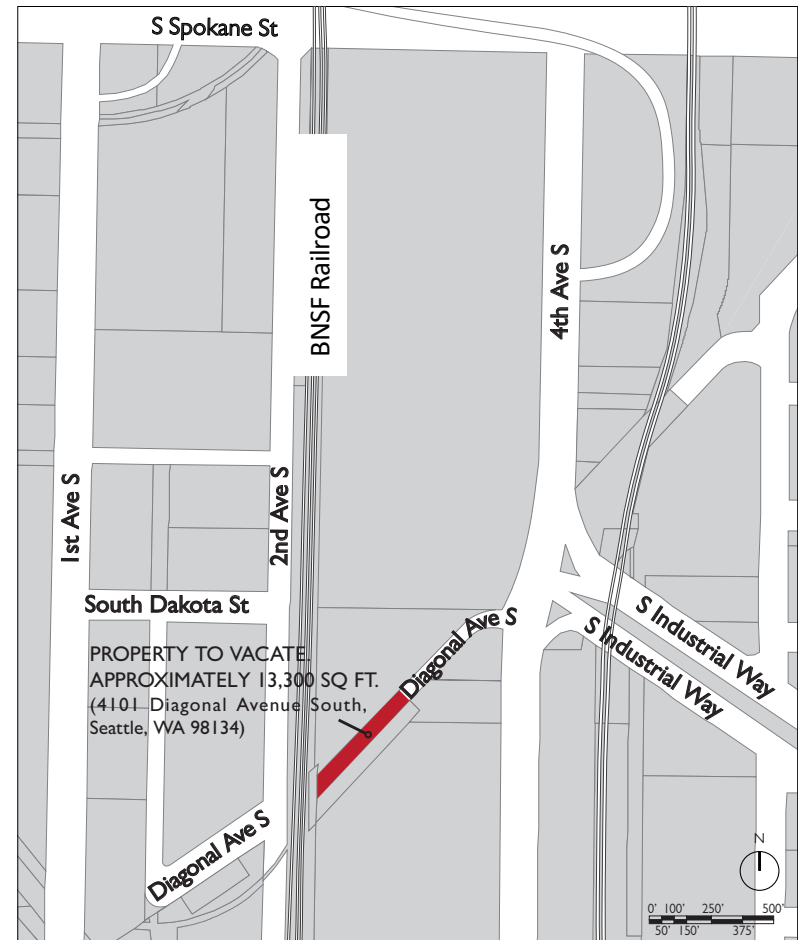


PURPOSE OF THIS MEETING

- Seek public opinion about the transfer of a portion of Diagonal Ave S. from the City of Seattle (Department of Transportation) to Seattle City Light.
- Gather comments on the proposed public benefit to offset the loss of this once-public street to a utility.

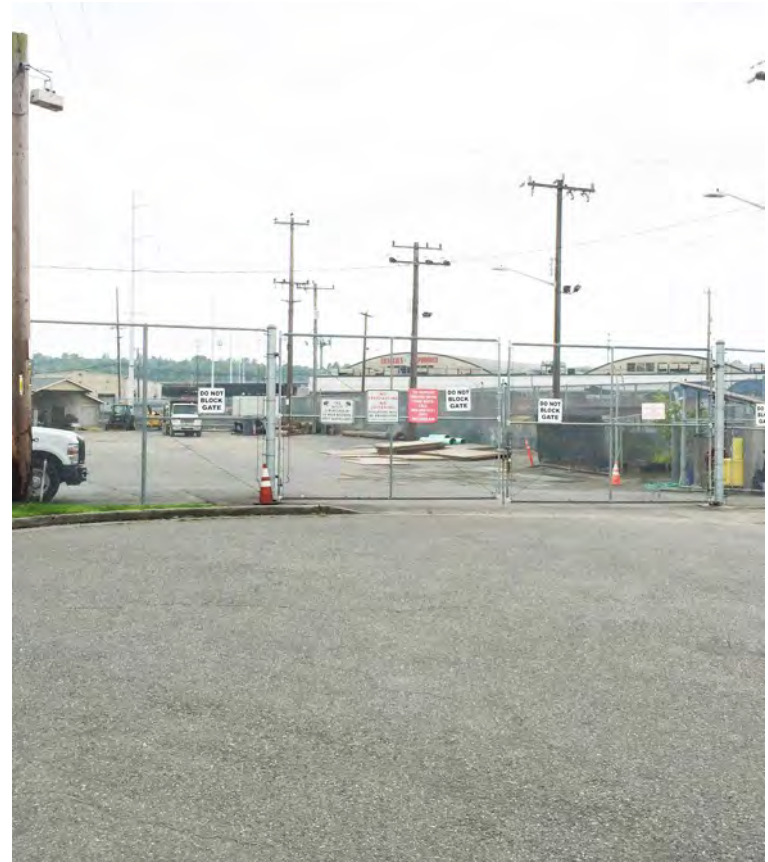
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- Seattle City Light is planning major improvements to its South Service Center west of 4th Avenue South in SODO.
- Some of these improvements fall within Diagonal Avenue South's right-of-way.



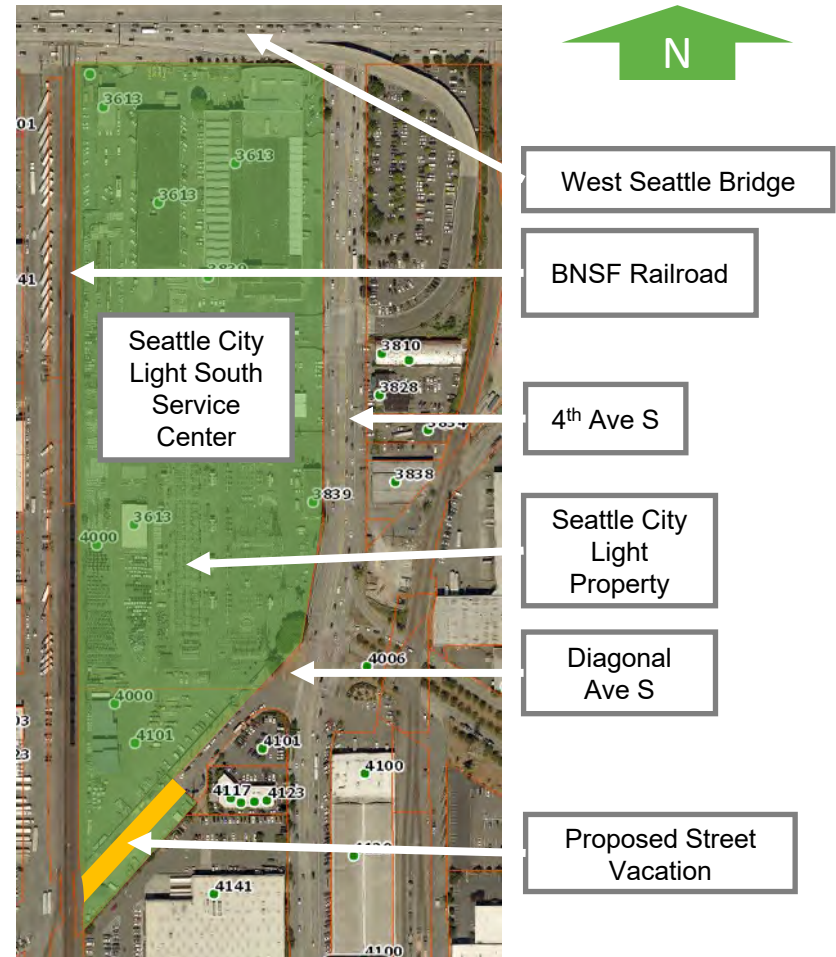
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- Seattle City Light has utilized this site under a street use permit from the Department of Transportation for more than ten years.
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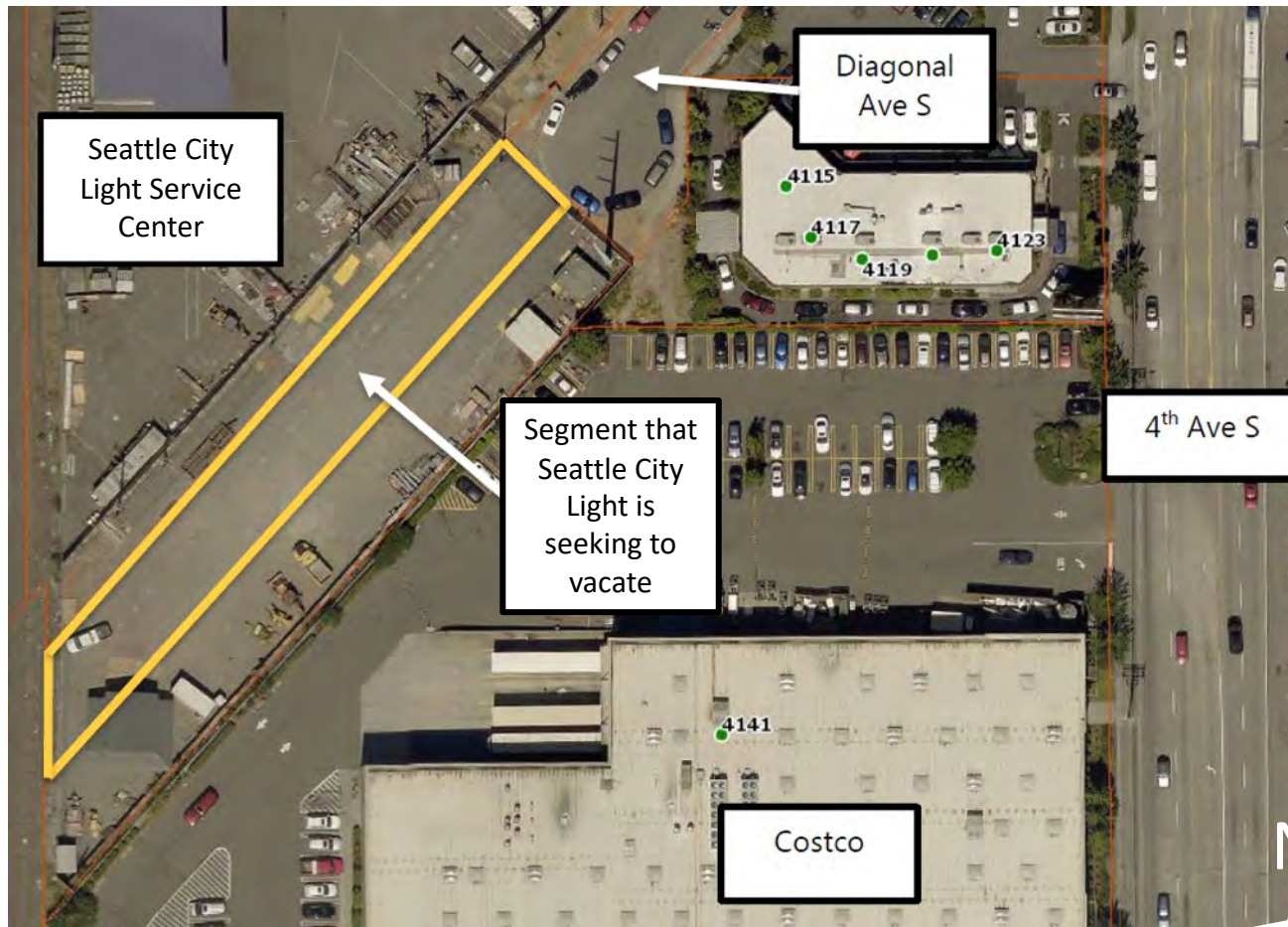


PROPOSED DIAGONAL AVE S. STREET VACATION

The street is located within a commercial and industrial area.



DIAGONAL AVE SEGMENT



DIAGONAL AVE S. - SITE FEATURES

- The area in question is roughly 13,300 square feet.
- The area is used for the storage of materials, equipment, and vehicle parking.
- It is surrounded by a 10' tall fence made of chain link and wood.



DIAGONAL AVE S. - ISSUES

- There have been many reported break-ins and several items have been recorded missing.
- The surface is uneven and is known to pool stormwater during the winter, creating a dangerous walking surface.
- The site is currently not secured in a manner consistent with Seattle City Light standards.

DIAGONAL AVE S. - BENEFITS OF IMPROVEMENTS

- Improved on-site grading and pavement.
- Additional water treatment.
- Addition of surveillance cameras.
- Increased site and public safety.
- The South Service Center site will function as a single site with controlled entry.
- Improve overall site utilization.

OPTIONS FOR MAKING SITE IMPROVEMENTS

- Seattle City Light is exploring several options for making improvements to this site:
 - A construction permit under its current annual street use permit.
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- Public outreach and communications to gather comments.

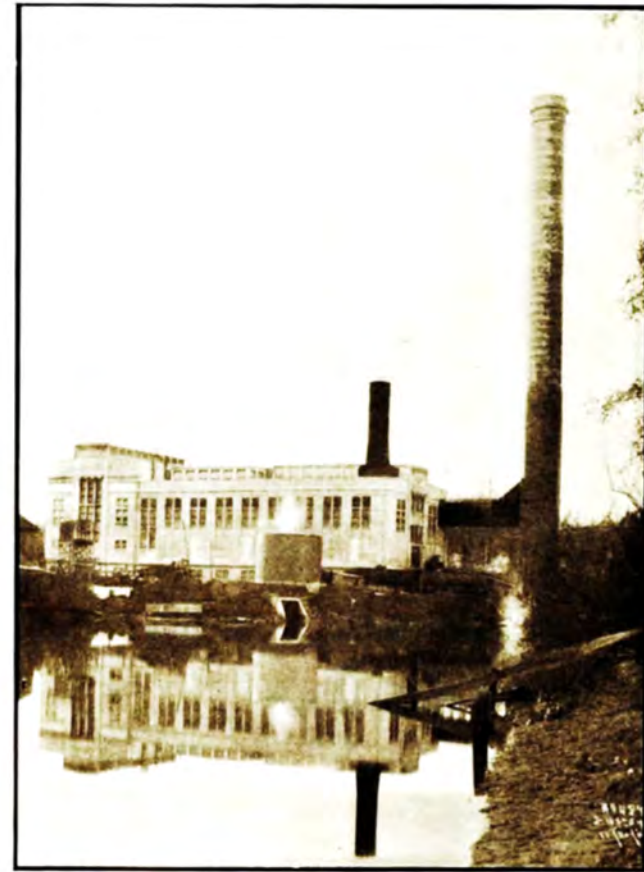
PROPOSED PROPERTY TRANSFER – SITE MAP

- The Georgetown Steam Plant's flume property, referred to as the *Flume*, is located on East Marginal Way South, between the King County Airport and the Aero Motel.



GEORGETOWN PROPERTY DETAILS

- The Flume was previously part of a drainage system from the historic steam plant to the Duwamish River.
- The wooden flume has been removed.
- The property has been vacant for many years.



EXTERIOR OF TURBINE PLANT, GEORGETOWN.

PROPOSED PUBLIC BENEFIT

- Seattle City Light would like to transfer this 30,000 sq. ft. site to stimulate greater public use of the property.
- Seattle Parks and Recreation (SPR) is considering the redevelopment of this site for possible use as public open space and/or trail.



SEATTLE PARKS AND RECREATION

OFF LEASH AREA OPPORTUNITY

- The *People, Dogs and Parks Plan* (available on Seattle Parks and Recreation website) commits to exploring ways to expand the city's off-leash area system.

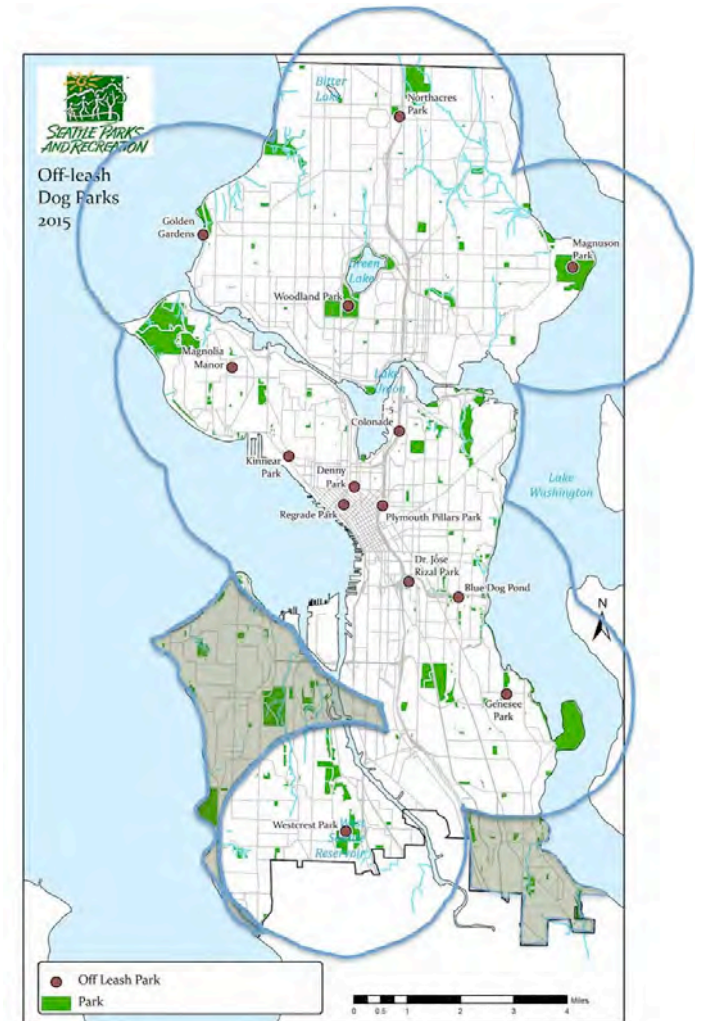
SEATTLE PARKS AND RECREATION
PEOPLE, DOGS & PARKS PLAN

REPORT: AUGUST 2017



OFF-LEASH AREAS IN SEATTLE

- Seattle currently has 14 legal Off-Leash Areas (OLA).
- Most Seattle residents live within 2.5 mile radius of an OLA.
- There is a growing need for safe, fun spaces for dogs and their owners.



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- Seattle Parks and Recreation is exploring the potential for the Flume property as an Off Leash Area, possibly in combination with a bicycle/pedestrian trail.



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CREÄ Affiliates

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NEIGHBORS CONTACTED DIRECTLY



COMMUNITY FEEDBACK TO DATE

- Public Support

- No impact on neighboring properties for either site.
- Appreciate possibility of using the Flume as an OLA or walking / bike path.

- Concerns

- Funds to implement the OLA.
- Unsafe conditions at the Aero motel.
- Maintenance of property after transfer.
- Lack of investment in SODO.

UPCOMING PUBLIC MEETINGS

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Georgetown Public Meeting

June 12, 2019, 6-7:30 p.m.

Georgetown Ballroom

5623 Airport Way South

Seattle, WA 98108

- If you're unable to attend, take our online survey:
surveymonkey.com/r/diagonalave.
- Survey closes July 31st, 2019.

NEXT STEPS

| Task | Date |
|---|------------------------------------|
| Check back with GTCC Open Space Committee and others. | 3 rd Quarter 2019 |
| Seattle City Light submits street vacation petition. | Early 4 th Quarter 2019 |
| Presentation to Seattle Design Commission (opportunity for public comment). | 4 th Quarter 2019 |
| Petition sent to Seattle City Council for review and approval. | 4 th Quarter 2019 |



We need your input!

Your questions, comments, and concerns
will help to shape this project.

HOW TO STAY INVOLVED

For questions about the street vacation petition, or to submit public comments, please contact:

Anindita Mitra, Seattle City Light (Project Representative)

info@crea-affiliates.com

(253) 397-3887

Sign up at www.diagonalavenue.com

For questions about off-leash areas, please contact:

Danyal Lotfi, Seattle Parks and Recreation

danyal.lotfi@seattle.gov

(206) 615-1721

seattle.gov/parks/find/dog-off-leash-areas



Meeting Summary Notes

| | |
|-------------------------|---|
| MEETING | Georgetown Community Meeting |
| MEETING DATE | 6/12/19 |
| MEETING TIME | 6:00 p.m. |
| MEETING LOCATION | Georgetown Ballroom, 5623 Airport Way, S |
| PARTICIPANTS | Seattle City Light: Timothy Croll, Ruth Meraz-Caron, Hermann Ambion, Jenny Levesque Seattle Parks and Recreation: Danyal Lotfi CREÄ Affiliates: Anindita Mitra, Michael Davolio, Yueru Deng, Christoph Strouse |
| AUDIENCE MEMBERS | Heather Carney, Kate Kohler, Dane Hufbauer, Patty Foley, Jesse Moore, John Sutton, Tom van Bronkhorst, Holly Krejci |
| ALSO PRESENT | Representatives from the Seattle Department of Transportation |
| <u>SUBJECT</u> | Diagonal Av. S. street vacation, property transfer from City Light to Parks |

Timothy Croll opened the meeting by introducing members from Seattle City Light, Seattle Parks and Recreation, and the City Light consulting team of CREÄ Affiliates. Anindita Mitra then presented a PowerPoint slide show. The presentation described the reasons why Seattle City Light is interested in petitioning the City to permanently acquire a portion of South Diagonal Avenue, for operational and security improvements.

Anindita's presentation included a full description of the Flume property, and the proposal of Seattle City Light to offer this property to the Seattle Department of Parks and Recreation. Danyal Lotfi of Parks and Recreation continued with an explanation of their interest in the Flume property, and their previous public discussions of utilizing the property as an off-leash dog park. He described the role of the Flume property as part of the Georgetown Open Space Vision Framework, and the site's potential to include public walking and bicycle trails.

Anindita then described the importance of the public outreach process, including this meeting and the subsequent meeting scheduled in Georgetown on June 10th. Emphasis was placed on the online survey that was available for the public to provide their comments.

The meeting was then opened for public questions and comments.

QUESTION: What were the questions asked at the SODO meeting?

ANSWER: Why is SODO not receiving any public benefits from this action? Areas of SODO can benefit from the development of trails and green spaces.

I.H.B.1. MEETING SUMMARY NOTES - Georgetown PM 6-12

Q: How can residents and others provide substantive feedback going forward?

A: There is an online survey that people can fill out. The survey is available in several languages. Also, tonight's public outreach is at the beginning of the process. Several city departments, such as the Department of Neighborhoods and the Design Commission, will conduct public processes as they consider this proposal. Finally, when a petition reaches the City Council, an additional public hearing will be held.

Q: Will the Flume property actually be developed as planned?

A: The Parks Department hopes to include this project in future plans as soon as feasible.

Q: What about existing easements on the Flume property?

A: Existing easements, primarily for storm drainage, will remain.

Q: King County owns abutting property. Can that property be included in the exchange?

A: Neither Seattle City Light nor the Parks Department have had any discussions with the county at this time.

Q: What is the range of options here? Is the street vacation petition the only option being considered?

A: City Light currently manages the property pursuant to an annual street use permit. Because of the improvements they'd like to make, they are looking at a more permanent solution. In addition to a street vacation, which is a permanent solution, City Light may also consider a longer-term permit of at least 30 years. However, at this time, the street vacation offers a permanent solution, and is considered as the preferred option.

Q: Does the Flume property provide a sufficient public benefit, in terms of comparative value?

A: The Flume property is approximately 30,000 square feet in size, which is about three times the size of the South Diagonal Avenue property. We believe that the public benefit is sufficient.

Q: The annual costs to maintain the Flume property are not included in the public benefit analysis.

A: Those costs will be assumed by the Parks Department, but Seattle City Light has performed environmental reviews and has performed regular maintenance of the property.

Q: Seattle City Light should provide additional funds to make a park at the Flume property useful to the community, as part of the public benefits package.

A: Seattle City Light believes that the Flume property, in itself, provides an adequate public benefit.

Q: If the property is transferred and doesn't get developed, what happens?

A: It is not in the interest of the Parks Department to allow the property to sit idle. There will be an effort made to develop the property.

Q: What is the timing of the SODO/Georgetown trail?

I.H.B.1. MEETING SUMMARY NOTES - Georgetown PM 6-12

A: (by DOT) We expect to see a preliminary design by the end of the year, although the schedule is uncertain.

The presentation lasted approximately 30 minutes. With Q&A, the full meeting lasted approximately 90 minutes.

TASK UPDATES

The project team will update its records to reflect the results of both public meetings.

I.H.B.2. Public Meeting Georgetown Sign-In Sheet 6/12/19

SIGN-IN SHEET

Event Name: Diagonal Avenue South – Street Vacation Public Meeting
Georgetown Ballroom (5623 Airport Way South, Seattle, WA 98108)



| NAME | ADDRESS | PHONE NUMBER | EMAIL ADDRESS |
|-------------------|----------------------------|--------------|--|
| Heather Carney | 6736 Corson Ave S. | 425-736-8874 | heather.j.carney@gmail.com |
| Kate Kohler | 728 S Orcas St. | 612-834-5304 | KKohler124@gmail.com |
| Dane Hofbauer | 62402 CORSON AVE S. | 206-778-4125 | dhofbauer@gmail.com |
| Patty Foley | 6415 Flora Ave S | 206-409-9838 | patty_foley@hotmail.com |
| Jesse Moore | 6415 Flora Ave S | 206-234-4561 | glown georgetownjesse@gmail.com |
| John Suttal | 6525 ELLIS AVE S. | 206-234-6139 | SENDJOHNMAIL@GMAIL.COM |
| TOM VANBRONKHORST | - | | TOM.VANBRONKHORST3@SEATTLE.GOV |
| Holly Krejci | 6525 6525 98108 | | holly.krejci@gmail.com |
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I.H.B.3. Public Meetings 0610 and 0612 Attendance

SCL Public Meeting Attendance 6/10/19 & 6/12/19

| Date Received | Name | Contact Info | Meeting Location | Communication Inquiry | Response/Resolution |
|---------------|--------------------|--|------------------------------------|--|--|
| 6/10/2019 | Erin Goodman | 210 S. Hanford St., #112 | attended SODO public meeting | <i>questioned lack of public benefit in SODO</i> | <i>requested separate, on-site meeting</i> |
| 6/10/2019 | Jana Elliott | 943 29th Av. | attended SODO public meeting | | |
| 6/12/2019 | Heather Carney | 6736 Corson Av. S; ph. 425-736-8874; email heather.j.carney@gmail.com | attended Georgetown public meeting | <i>concerned that Flume will not be developed; uncertain if it is the best location for dog park</i> | |
| 6/12/2019 | Kate Kohler | 728 S. Orcas St.; 612-834-5304; kkohler124@gmail.com | attended Georgetown public meeting | | |
| 6/12/2019 | Dane Hufbauer | 6240D Corson Av. S; 206-778-4125; dhofbauer@gmail.com | attended Georgetown public meeting | <i>Parks Dept. must have a plan for Flume property</i> | |
| 6/12/2019 | Patty Foley | 6415 Flora Av. S; 206-409-9838; patty_foley@hotmail.com | attended Georgetown public meeting | | |
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Seattle City Light

DIAGONAL AVENUE SOUTH STREET VACATION PROJECT

Public Meeting, Georgetown

June 12, 2019

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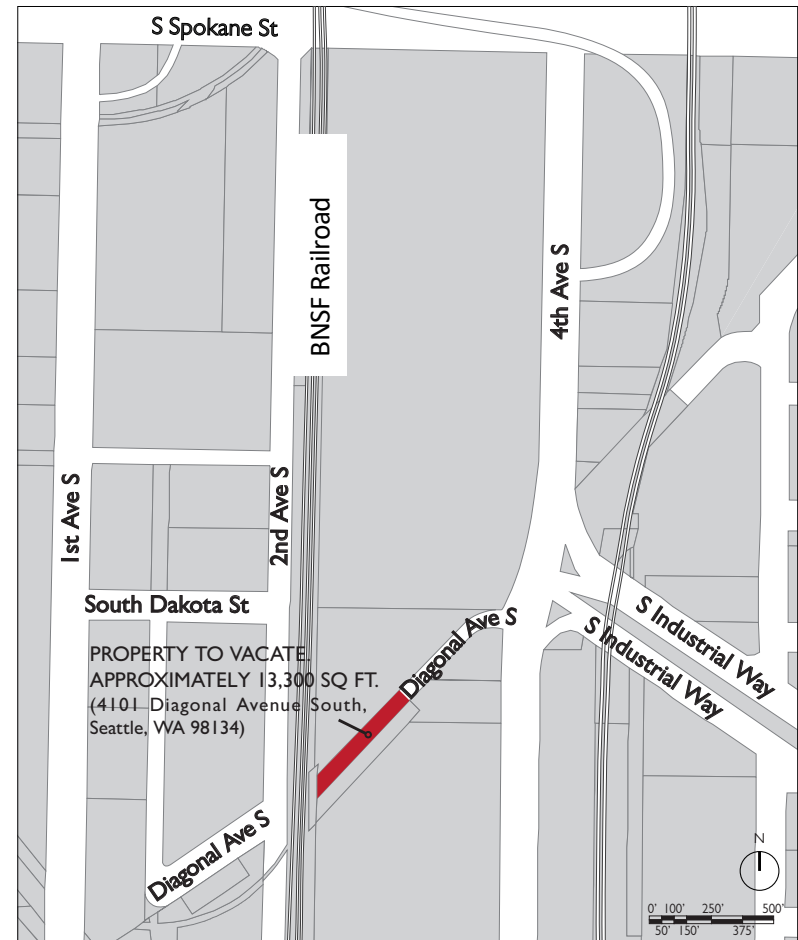


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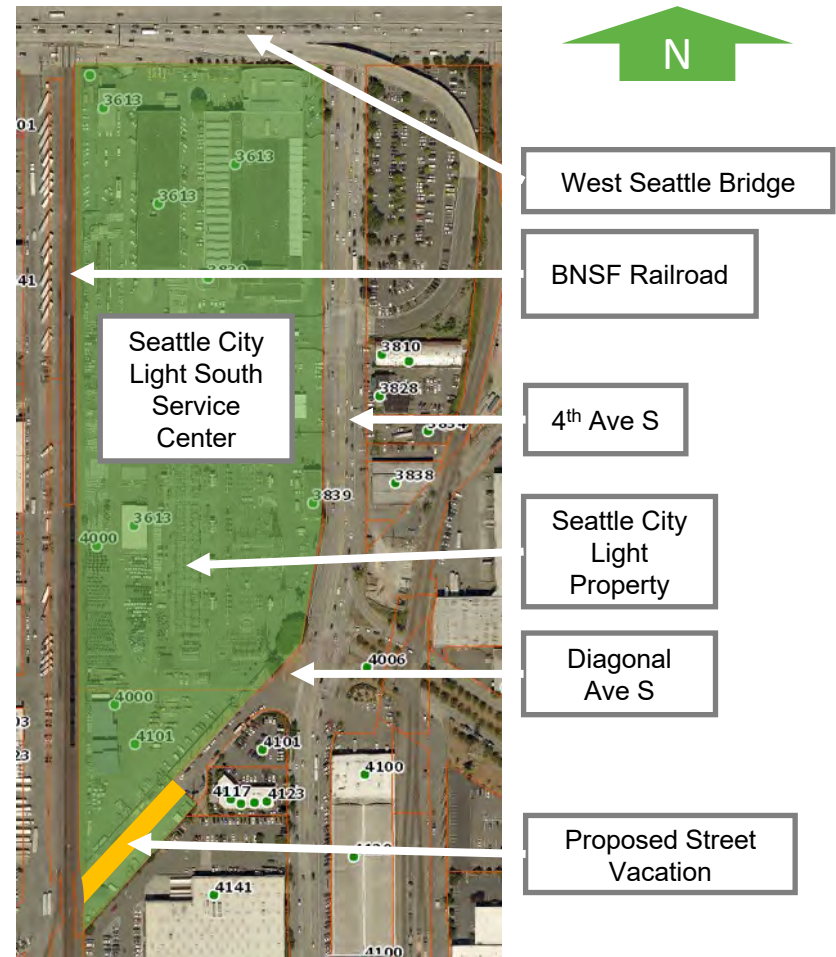
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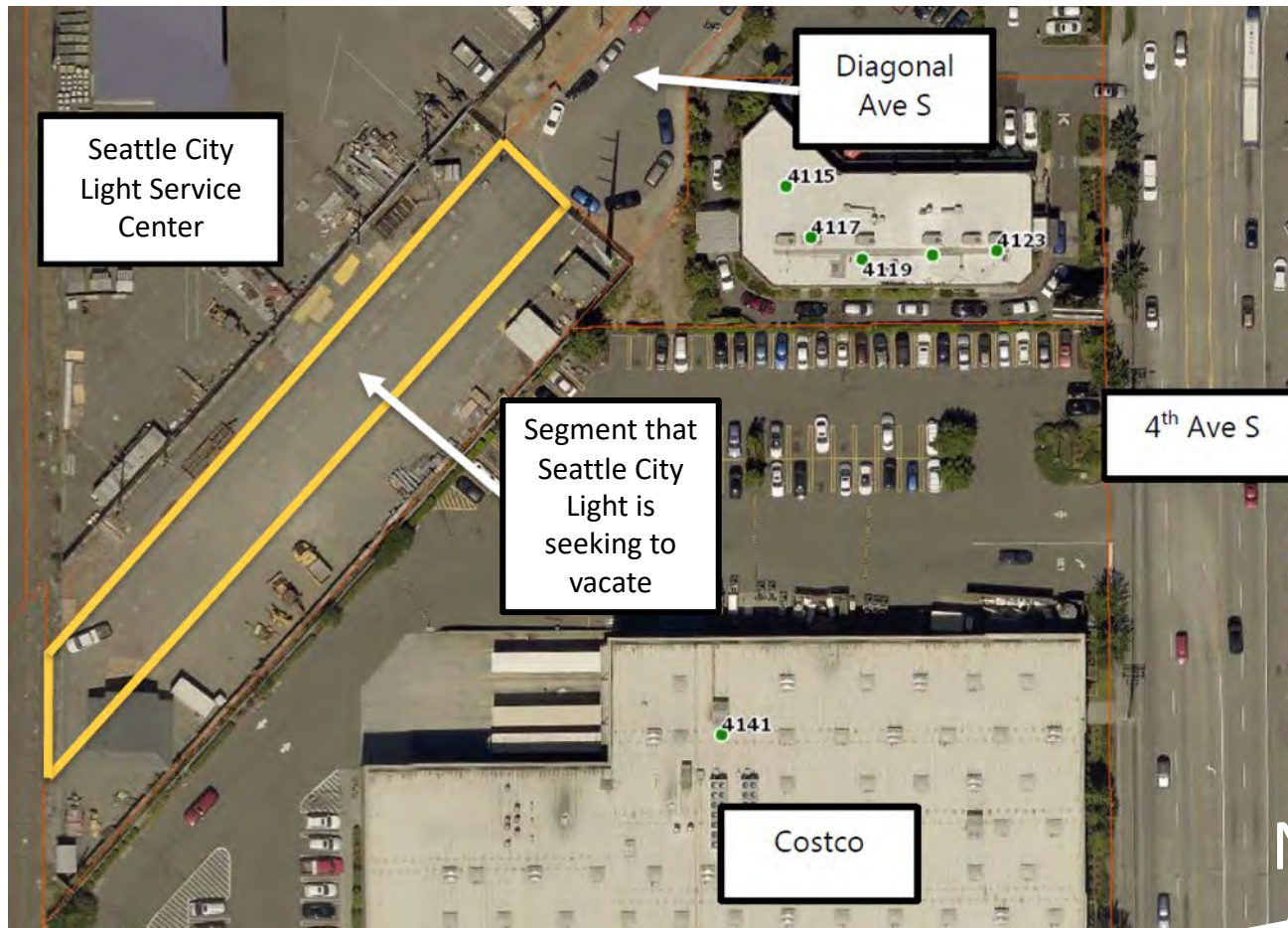


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DIAGONAL AVE SEGMENT



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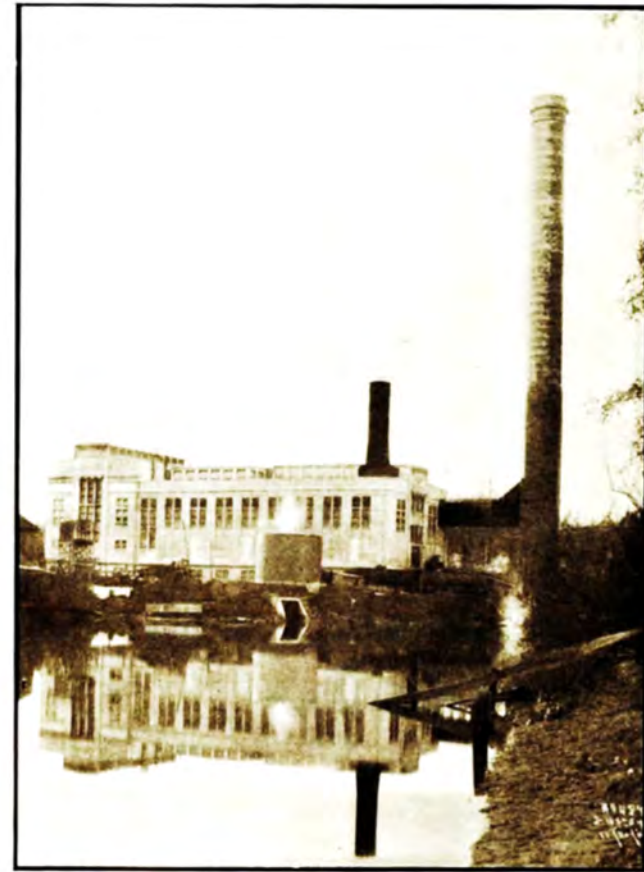
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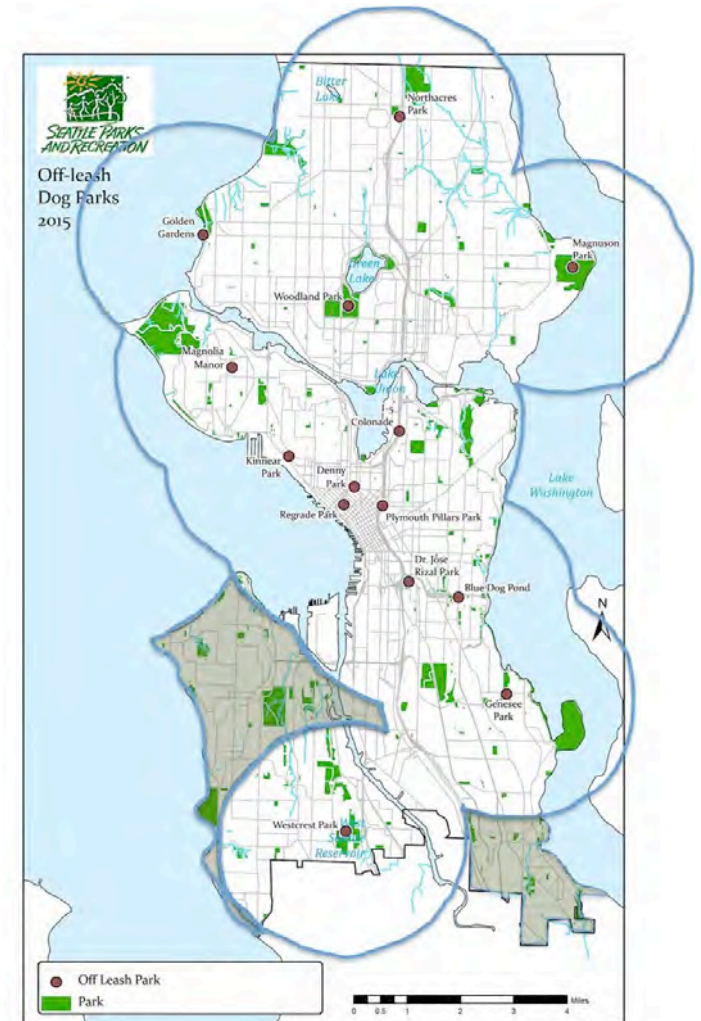
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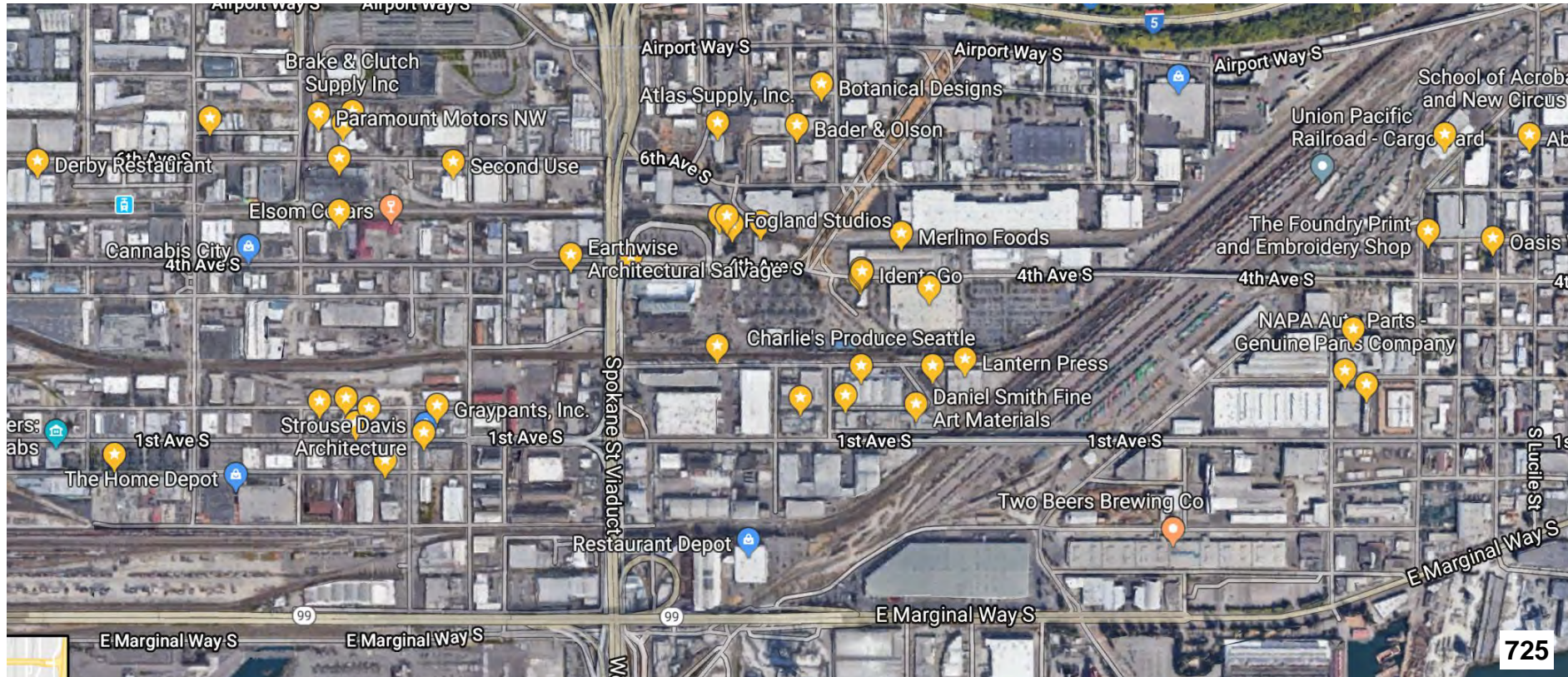
seattle.gov/parks/find/dog-off-leash-areas



I.M.A.1. InPerson Outreach Engagement Map SODO

Seattle City Light - Diagonal Avenue South Street Vacation

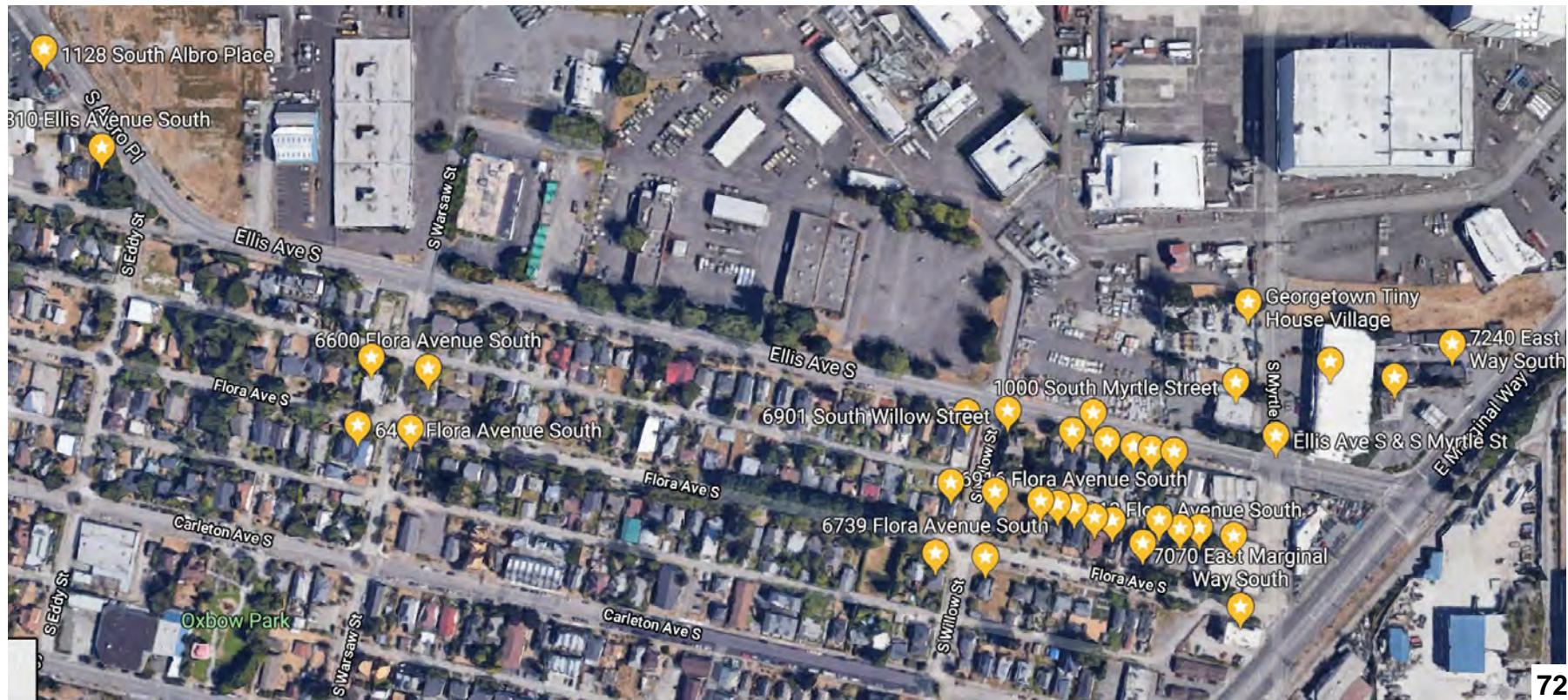
SODO Public Outreach & Engagement



I.M.A.2. InPerson Outreach & Engagement Map Georgetown

Seattle City Light - Diagonal Avenue South Street Vacation

Georgetown Public Outreach & Engagement





Meeting Notes

| | |
|-------------------|--|
| MEETING DATE | 5/14/19 |
| MEETING TIME | 4:30 p.m. |
| MEETING LOCATION: | All City Coffee |
| PARTICIPANTS | Patty Foley, GCC Jesse Moore, GCC Open Space Committee Kate Kohler, GCC Open Space Committee Rosario-Maria Medina, GCC Open Space Committee Timothy Croll, Seattle City Light Danyal Lotfi, Seattle Parks and Recreation Anindita Mitra, CREÄ Affiliates Michael Davolio, CREÄ Affiliates Yueru Deng, CREÄ Affiliates (sign-in sheet available) |
| <u>SUBJECT</u> | Diagonal Av. S. street vacation, property transfer from City Light to Parks |

The meeting was led by Tim Croll, who began by describing the City Light petition for street vacation and the related proposal to transfer property to the Parks Department.

Danyal described the Parks Department's interest in using the property for an off-leash dog park. He noted that there has been a lot of local support for the creation of a dog park, based upon public comments made at previous public meetings over a span of several years.

Patty Foley noted that the Parks Department currently has numerous projects that are not funded; some for as long as 15 years. She indicated that she would support a dog park, but was skeptical that it would be funded.

Jesse Moore asked how the dog park would be funded, especially for regular maintenance.

Tim described how the process would occur through the Seattle Design Commission. There was discussion about different options being available to allow for public feedback.

Responding to a question, Tim explained how the Flume property had been used in the past by City Light, and how public policy would not have permitted the property to be transferred except through a "public benefit" proposal such as the one being proposed. Tim spoke about current drainage on the site, as well as infrastructure and environmental reports that are now being shared with Parks for their review.

Kate Kohler suggested that there be additional community contact prior to the Design Review process. It was noted that the Open Space Committee meets on the fourth Monday of each month (except July and August, when there are no meetings). If possible, a presentation before that committee would be helpful.

Kate also asked about whether fencing, lighting, and parking were being considered as part of the plan for the dog park.

I.M.B.1. MEETING SUMMARY NOTES - GCC OSC 5-14

Rosario Medina expressed concern that the public meeting scheduled for Georgetown conflicted with her event the same time and day. She asked whether it might be possible for this project to provide some degree of funding for local committees working within the community on open space issues. Anindita Mitra offered to see whether such funding might be possible, in a small measure.

Jesse and Patty needed to leave early, but they offered to be the contact people if City Light wanted to get their message on to local social media sites.

There was general agreement that the project could have a positive impact on the community. Some dog owners could come from a distance to utilize the park.

Tim and Danyal indicated that they would be making a presentation about the project to the Georgetown Merchants Association later in the day. It was also noted that the dates for public meetings on the project had been set, and will occur on June 11th and June 12th.

The meeting lasted approximately 55 minutes.

TASK UPDATES

- CREÄ: Will check with community members prior to scheduling future public meetings.
- CREÄ: Will explore ways to reimburse community members for their help publicizing the project.
- CREÄ: Will provide social media content to Patty prior to asking for her help in publishing them.



Meeting Notes

MEETING: Equinox Studios /Georgetown
MEETING DATE: 5/20/19
MEETING TIME: 12:30 p.m.
MEETING LOCATION: Equinox Studios
PARTICIPANTS: Sam Farrazaino
Anindita Mitra, CREÄ Affiliates
Michael Davolio, CREÄ Affiliates
Danyal Lotfi, Seattle Parks
SUBJECT: Diagonal Av. S. street vacation, property transfer from City Light to Parks

Anindita and Danyal confirmed that Sam understood that City Light was in the process of vacating a portion of Diagonal Avenue South, and was proposing to transfer property in Georgetown in exchange for acquiring ownership of the vacated right-of-way.

Sam talked about the nearby steam plant, which is listed on the *National Register of Historic Places*, and is also a *National Science and Engineering Landmark*. The basic structure of this building is intact. His group is working to transform the steam plant into a museum for the arts and sciences, an arts center for local underserved children and occasionally, as an event venue. Sam asked whether the reuse of the steam plant could be commemorated through interpretive signs or markers in City Light's utilization of the Flume property.

The group discussed the history of the Flume property, noting that the public has discussed its potential for future public use at many events. This property has been an integral part of the Georgetown Open Space Plan. While many public comments over the years have addressed the possibility of using the property as an off-leash dog park, there has also been discussion about the use of the property as a part of a connected walking trail. Concerns have also been noted to the effect that if the property were to be used as a dog park, it must be fenced to prevent the danger of dogs wandering off onto Marginal Way South. Lighting and parking were also noted as desirable improvements.

Sam spoke about general conditions in the Georgetown neighborhood. He expressed a strong (and repeated) desire to see the motel that abuts the Flume property purchased. Sam spoke at length about the human trafficking known to occur on that site. There was acknowledgement of the location of the "tiny house village," and comments about its term in the current location coming to an end soon. He also noted that the crime rate in Georgetown has been rising, while the crime rate in the rest of the city has been dropping. Sam indicated that he has seen Georgetown residents becoming sensitive to the perceived lack of city engagement in the neighborhood. Michael indicated to Sam that City Light was committed to a broad base of public engagement for this project, and that this meeting was a part of that public engagement process.

In response to a question from Sam, Danyal indicated that the Parks Department requires a minimum of 5,000 square feet for a dog park, and the Flume property, at approximately 30,000 square feet, easily meets that requirement. Danyal also noted that the city tries to separate dog parks from playgrounds.

I.M.B.2. MEETING SUMMARY NOTES - Equinox 5-20

Sam indicated that he has no specific objection to the street vacation, or to the transfer of the Flume property as a part of that process.

The meeting lasted approximately 45 minutes.

TASK UPDATES

None.

SCL Georgetown Flume Property Proposal Georgetown Open Space Committee 7/22/19

Meeting Notes

ATTENDEES

PROJECT TEAM

Tim Croll, SCL

Ruth Meraz-Caron, SCL

Danyal Lotfi, Seattle Parks Dept.

Anindita Mitra, CREÄ Affiliates

Christoph Strouse, CREÄ Affiliates

GEORGETOWN OPEN SPACE COMMITTEE

Jesse Moore

Andrew Schiffer

Patty Foley

Steve Nishigawa

Kate Kohler

Rosario Medina

Holly Krecj

TOPICS

A. SUMMARY OF SCOPE OF SERVICES

See Attached: Georgetown Steam Plant Flume Proposal (SCL, July 22, 2019)

B. PROJECT UPDATES

See Attached: Georgetown Steam Plant Flume Proposal

- Surveyor discovered that SCL appears to own 45k sq ft not 30k sq ft of property (to the KC Airport fence line and maybe beyond).
- SCL and Parks are planning for interim Off Leash Area (OLA).
- Take off 6 in. of topsoil and replace with clean gravel, this is parks standard approach to OLAs.
- Parks will fence in property and put in water cistern for dogs.
- Parks will take possession of property and work with SDOT for the trail study and possibly develop MOA for OLA and Trail.
- Petition approval anticipated for Q1 of 2020.
- SCL and Parks needs community support for Diagonal Ave S vacation otherwise Flume property will not be available for community.

C. COMMUNITY FEEDBACK

Q: When the soil is removed will the site be regraded to remove the existing slope?

A: The design will have to figure out what to do about the drainage swale

Q: Would the fence be permanent or temporary?

A: It would be a permanent chain link fence.

Q: Is the amount required for the Interim OLA available to Parks?

A: Yes, money is available and allocated. Parks' budget is through the \$100K identified by Paulina (DRCC) at the GCC meeting in May.

Q: Is 6 in. of topsoil removal adequate or will there be contaminated runoff?

A: SCL: 6 in. removal should protect OLA users and gravel replacement will help drain the site effectively.

Q: Won't the gravel hurt the dogs?

- A: It is not ideal though most OLAs in Seattle use gravel. COLA (Citizens for Off Leash Areas) is a non-profit that helps maintain the OLA surfaces throughout the city. Parks used to use mulch for the surface of the Golden Gardens OLA but that breaks down within a few seasons into dirt.
- Q: Won't SCL have to talk with Aero Motel about their encroachment?
- A: Yes, this will have to be worked out with Aero Motel. There is a report that shows a portion of the Flume is used as a drain field for a septic tank that is on Aero Motel site. The motel will either be required to remove the building or will be granted a revocable easement for the life of the building.
- Q: What was the feedback from SODO BIA?
- A: SODO BIA is looking for community benefit from transfer of Diagonal Ave property. SCL open to their idea for a trail but SDOT owns that right of way. SCL will work with BIA as much as possible on topics that are of interest to them and would affect SCL property.
- Q: When is the first SDC hearing about the street vacation and transfer?
- A: Oct. 3rd. SDC will review the SCL petition and prepare a package and recommendation to City Council. Support from SDC is ideal when it goes to City Council, but not an absolute necessity.
- Q: Is there an advantage for GOSC to contact SDC in advance of SCL's presentation?
- A: CREÄ advised that it would be better to prepare a strong presentation and let SDC know that GOSC would like to take time at the meeting to make a presentation.

ACTIONS/NEXT STEPS

- CREÄ will let GOSC know the day and time that SCL's presentation to the SDC will be made.
- CREÄ will alert the SDC that community members might want to make a presentation or testify at the SDC meeting.



Meeting Notes

| | |
|------------------|---|
| MEETING | Andrew Schiffer |
| MEETING DATE: | 5/20/19 |
| MEETING TIME | 4:00 p.m. |
| MEETING LOCATION | All City Coffee |
| PARTICIPANTS | Andrew Schiffer Michael Davolio, CREÄ Affiliates |
| <u>SUBJECT</u> | Diagonal Av. S. street vacation, property transfer from City Light to Parks |

Michael confirmed that Andrew was familiar with City Light's street vacation petition and the prospective transfer of property to Seattle Parks as a part of that petition.

Michael asked Andrew about his roles in community activism. Andrew is a GCC Board member and a member of the Open Space Committee. He is also active with Dirt Corps and the local survey project, as well as being generally active in local civic engagement as a Georgetown resident. He is also a part of the Port of Seattle's Community Action Team.

Andrew indicated that he has been involved with other Seattle Parks projects in the past, many of which have taken up to twenty years from inception to funding. He asked if the transfer of the Flume property would be treated similarly. Michael noted that, at this point, neither City Light nor Parks were committing to any specific future use of the property.

Andrew noted that he believes the best use of the property would be as a walking trail. He would like to see City Light or Parks fund improvements to the site, including lighting and landscaping. He also noted that some wet areas on the site would be suitable as rain gardens.

Michael advised Andrew that his role as a consultant was to bring all comments from meetings such as this to City Light and other city departments for their review and future action. Michael also indicated that City Light was committed to an open and transparent public engagement process for this project.

Andrew expressed concern that, if the site were used as a dog park, it must be fenced to protect the safety of the dogs. He was worried about dogs running into traffic.

The meeting lasted approximately 30 minutes.

TASK UPDATES

None.



Meeting Summary Notes

MEETING: SODO Business Association
MEETING DATE: 5/14/19
MEETING TIME: 1:00 p.m.
MEETING LOCATION: CREÄ Affiliates meeting room
PARTICIPANTS: Erin Goodman, SODO Business Assn.
Anindita Mitra, CREÄ Affiliates
Michael Davolio, CREÄ Affiliates
SUBJECT: Diagonal Av. S. street vacation, property transfer from City Light to Parks

Michael Davolio asked Erin Goodman to describe the work of the SODO Business Association. Erin provided a brochure for the SBA, and also their most recent annual plan. Erin indicated that, as a tenant in the Urban Work Lofts building, CREÄ Affiliates is a member of the Association. She also indicated that her organization works with property owners, business owners, and employees of businesses in the SODO area.

Erin advised that the SBA is required by city regulations to remain neutral on land use issues. They are familiar with the street vacation process because another member, the Nissan dealership, is currently going through the same process.

Michael described the street vacation petition as it applies to City Light, noting that the proposed property transfer will provide a public benefit to the Georgetown neighborhood. Erin indicated that she would have preferred a public benefit to the SODO neighborhood, but that she understood that City Light is limited by the properties that it owns. Erin then asked whether City Light would also consider providing some vegetation and/or a walking trail beneath power lines on a different portion of Diagonal Avenue. She understands that this request may be outside the scope of the current petition. Michael agreed to pass the information along as a part of the public comments received through this process.

Anindita provided an example of the materials that we would be sharing with the SBA membership. Erin indicated that she saw no problem with distributing that material. Responding to a question, she indicated that she did not have the authority to provide a letter of support for the project without the approval of her Board of Directors. However, she would be willing to provide documentation to indicate that her membership had no objection to the project, if that proved to be the case.

The meeting lasted approximately 45 minutes.

TASK UPDATES

CREÄ: Will provide electronic materials to SBA for inclusion in their next quarterly report, which will be distributed by email on June 3rd.



Meeting Notes

MEETING: Georgetown General Body
MEETING DATE: 5/20/19
MEETING TIME: 7:00 p.m.
MEETING LOCATION: Old City Hall, Georgetown
PARTICIPANTS: Anindita Mitra, CREÄ Affiliates
Timothy Croll, City Light
Ruth Meraz-Caron, City Light
Rachel Schulkin, Parks
SUBJECT Diagonal Av. S. street vacation, property transfer from City Light to Parks

Tim Croll provided a summary of the proposed street vacation and SCL's need to own it to clean it. Tim also noted that the offsetting public benefit of transferring property in Georgetown to the Parks Department. This might help address some suspected illicit activity currently occurring in the area.

QUESTION: Have there been any talks between SCL and King County to consolidate the extra property on the southern edge of the Flume Property?

COMMENT: Tim mentions that SCL is interested in the topic, but has not pursued it. Rachel says that the City is always interested in engaging the public.

QUESTION: Are OLAs fenced in?

ANSWER: Yes.

QUESTION: Can OLAs and trails co-exist?

ANSWER: Yes. Parks' MDAR (?) has more ability to remove people. A dog park is considered a positive activation, even as a temporary use.

QUESTION: Who is negotiating for Georgetown? Is City Light getting more as a part of this deal?

ANSWER: Size and money-wise, it appears to be a fair deal. Could talk to the County about including their property.

QUESTION: How is funding guaranteed?

ANSWER: We want community input.

QUESTION: Is there money in the pipeline for this?

ANSWER: The Parks Department is now developing 14 new parks into the system. They are interested in getting this land while they can.

QUESTION: This is not an ideal location for a dog park.

ANSWER: Rachel mentions that they have heard that people don't want to live next to it. It's not the only space for an off-leash area in Georgetown.

QUESTION: How is this a complete project?

I.M.C.1. MEETING SUMMARY NOTES - GCC 5-20

ANSWER: Tim mentions that this is a \$650,000 net benefit for the community and could be considered a donation of the property.

Paulina says there is \$100,000 for funding in the Duwamish Valley Action Plan for community engagement and project design. Alberto and Danyal reassured Paulina that the budget was available.

The discussion lasted approximately 20 minutes.

TASK UPDATES

None.



Meeting Summary Notes

MEETING: Georgetown Merchants Association
MEETING DATE: 5/14/19
MEETING TIME: 6:00 p.m.
MEETING LOCATION: Machine House Brewing
PARTICIPANTS: Anindita Mitra, CREÄ Affiliates
Michael Davolio, CREÄ Affiliates
Yueru Deng, CREÄ Affiliates
Timothy Croll, Seattle City Light
Danyal Lotfi, Seattle Parks and Recreation
Georgetown merchants (see sign-in sheet)
SUBJECT: Diagonal Av. S. street vacation, property transfer from City Light to Parks

CREÄ Affiliates and City Light distributed handouts to attendees (see attached).

CREÄ Affiliates representatives attended the meeting in “listening mode.”

Tim Croll described the City Light petition for street vacation and the related proposal to transfer property to the Parks Department. He described the street vacation petition as an opportunity for City Light to make safer and more efficient use of their property on Fourth Avenue. Tim then deferred to Danyal Lotfi to describe the role of the Parks Department.

Danyal described the Parks Department’s interest in using the property for an off-leash dog park. He noted that there has been a lot of local support for the creation of a dog park, based upon public comments made at previous public meetings over a span of several years.

Tim then described the formal street vacation process required by the city, and he encouraged those in attendance to participate in one of the public meetings that will take place in June.

Questions from the audience:

“What is the current use of the vacated property?” The portion of Diagonal Avenue South that will be vacated is currently closed to the public per a street use permit. It is used by City Light as a part of their operations.

“There is no public access now?” No.

“What are comparative values of the two properties?” There is no specific value established because property valuations are not typically performed on public properties, but the Flume property is more than three times larger than the Diagonal Avenue property.

“How was the decision made to use the Flume property as a dog park?” The Parks Department has held public meetings over several years, and members of the public have generally expressed this as their preferred choice.

The discussion lasted approximately 15 minutes.



Plan of Flume Property as Redeveloped per MOA



Early Concept – Example Treatment Only, Subject to Design

Memorandum of Agreement

Developing the Georgetown Steam Plant Flume into a Community Asset

Whereas, the City Light Department (SCL) owns 46,338 square feet of property located between S Myrtle St and East Marginal Way S, which formerly functioned as part of the Georgetown Steam Plant Flume (Flume Property); and

Whereas, SCL is seeking a vacation of a segment of Diagonal Way S, which would require the provision of an offsetting public benefit; and

Whereas, the Georgetown community has been historically underserved in terms of public amenities; and

Whereas, this community has long expressed an interest in additional open-space amenities, including specifically an off-leash area and a trail connection with the South Park community; and

Whereas, the Georgetown community has participated in the Seattle Parks and Recreation Department's (SPR) planning for City off-leash areas (OLA), the Seattle Department of Transportation's (SDOT) study of a trail connection between Georgetown and South Park, and SCL's community outreach process for that department's proposed vacation of a segment of Diagonal Ave S and has specifically advocated for both an OLA and a trail segment at the Flume Property; and

Whereas, SPR finds the Flume Property to be a suitable and preferred location for an OLA and SDOT finds the Flume Property to be a suitable and preferred location for a segment of the Georgetown/South Park Connector trail;

The City Light Department, the Seattle Department of Parks and Recreation, and the Seattle Department of Transportation agree to the following:

Overview. SCL will petition to vacate a section of Diagonal Ave S. As a public benefit for the vacation, the petition will include transferring the jurisdiction of the Flume Property, at no cost, to SPR and SDOT. The jurisdiction of the western twenty feet of the property will be transferred to SDOT for the future development of a bike/pedestrian trail. The jurisdiction of the remainder of the property will be simultaneously transferred to SPR for the development of an OLA. These two transfers would constitute the offsetting public benefit for the granted vacation and would be contingent on the granting of the vacation.

SCL will also transfer partial jurisdiction of a portion of the property to Seattle Public Utilities (SPU) for the operation and maintenance of SPU's existing drainage infrastructure on the property. SCL will also retain partial jurisdiction of the property to allow the continued presence of its utility poles and overhead lines.

If the street vacation is approved and the jurisdiction of the property is transferred by the City Council, then SPR, SCL, and SDOT would develop the property as outlined below.

Phase 1 development. The property would initially be developed to support an Interim Off-Leash Area (OLA), including:

- The top 6" of soil will be removed from the flume property and properly disposed.
- The underlying soil may be regraded.
- Six inches of clean gravel will be placed on the surface. The soil removal and gravel replacement will serve two purposes:
 - It will remove any residual contamination and leave a clean surface for the OLA users
 - It will create a surface that is more suitable for OLA use
- The Interim OLA on SPR portion of the property will also be fenced, and a water cistern will be installed for dog drinking water.
- There will be a number of trees included in the OLA area, which will be protected from the dogs.
- If the street vacation and property transfer can be approved by mid- 2020, the Interim OLA should be designed by mid-, 2020 (which design may be in phases) and be constructed by 2021.

Further development.

- Any future improvements by SPR to the OLA beyond Phase 1 will be considered through the usual budget process.
- Design and construction of the SDOT trail segment on the corridor would be subject to City Council budget approval.

Responsibilities.

- SPR and SDOT will continue to support SCL in its efforts to receive the street vacation, including participating in meetings with the community, the Seattle Design Commission, SDOT Street Vacation staff and the Seattle City Council.
- SPR will complete a phase I, interim design for the OLA by the second Seattle Design Commission meeting on the street vacation, expected to be in late 2Q 2020. SPR will include the public in this design process.
- SCL will remove, issue a revocable easement or permit for, or otherwise resolve to the satisfaction of SPR any existing encroachments on the east side the Flume Property prior to transfer to SPR.
- SPR and SDOT will be responsible for maintaining their respective properties once the transfer of jurisdiction is effective.
- SPR will manage the development project that will create the Interim OLA.
- SCL will pay SPR for the soil removal and disposal based on the bid for this line item (est. \$45,000).

- SCL will pay SPR for 50% of the cost of the purchase and placement of the clean gravel based on the bid line item (est. \$150,000 for SCL's share.)
- SDOT will pay SPR for 21% of the cost of the purchase and placement of the clean gravel based on the bid for this line item (est. \$32,000 for SDOT's share.) The gravel installed in SDOT's portion of the property will be of a suitable specification for their future trail use.
- SPR will pay the remaining cost of the purchase and placement of the clean gravel (est. \$118,000 for SPR's share.)
- SPR will fence the OLA (including the fence between the OLA and the future trail) and purchase and install the water cistern (est. \$45,000.)
- SCL would not be responsible for any future contamination of the top 6" gravel layer in their respective areas after its installation.
- SDOT will pay for the trees in the OLA.
- SPR will be responsible for the cost of maintaining the trees in the OLA.
- SCL would continue to be responsible – even after the transfer of the jurisdiction of the property - for any testing and/or removal of legacy contamination below the top 6" that is required by a regulatory agency.
- The costs of further park-related development beyond the Phase I Interim OLA mentioned above will be SPR's responsibility.
- Construction and maintenance of the trail will be SDOT's responsibility.

Lynn Best, Chief Environmental Officer
Seattle City Light

Date

Jesus Aguirre, Superintendent
Seattle Department of Parks and Recreation

Date

Jim Curtin, Director of Project Development
Seattle Department of Transportation

Date

|

Darren Morgan, Manager of Urban Forestry
Seattle Department of Transportation

Date

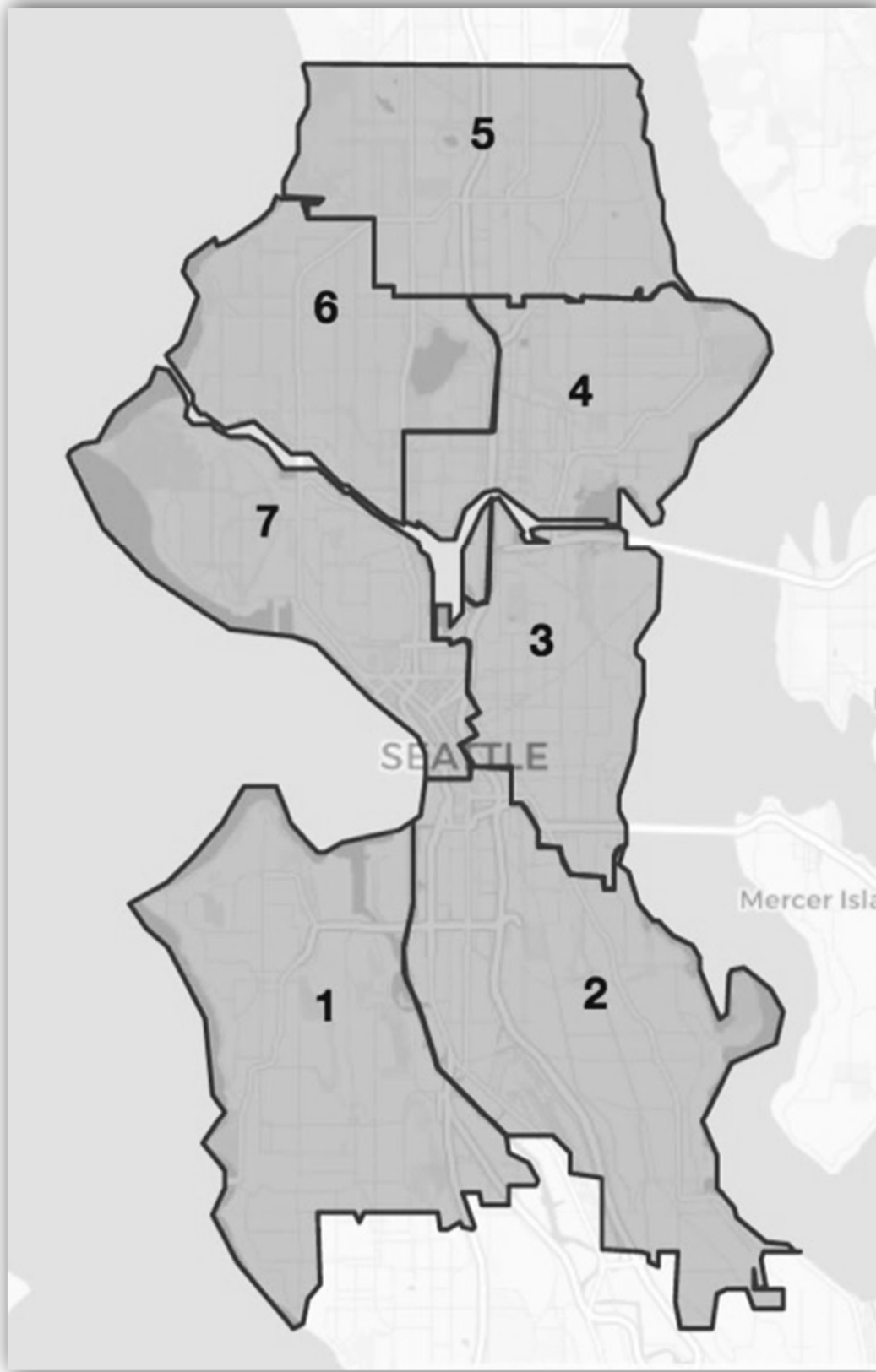


Figure 1. Seattle City Council Districts, 2019.

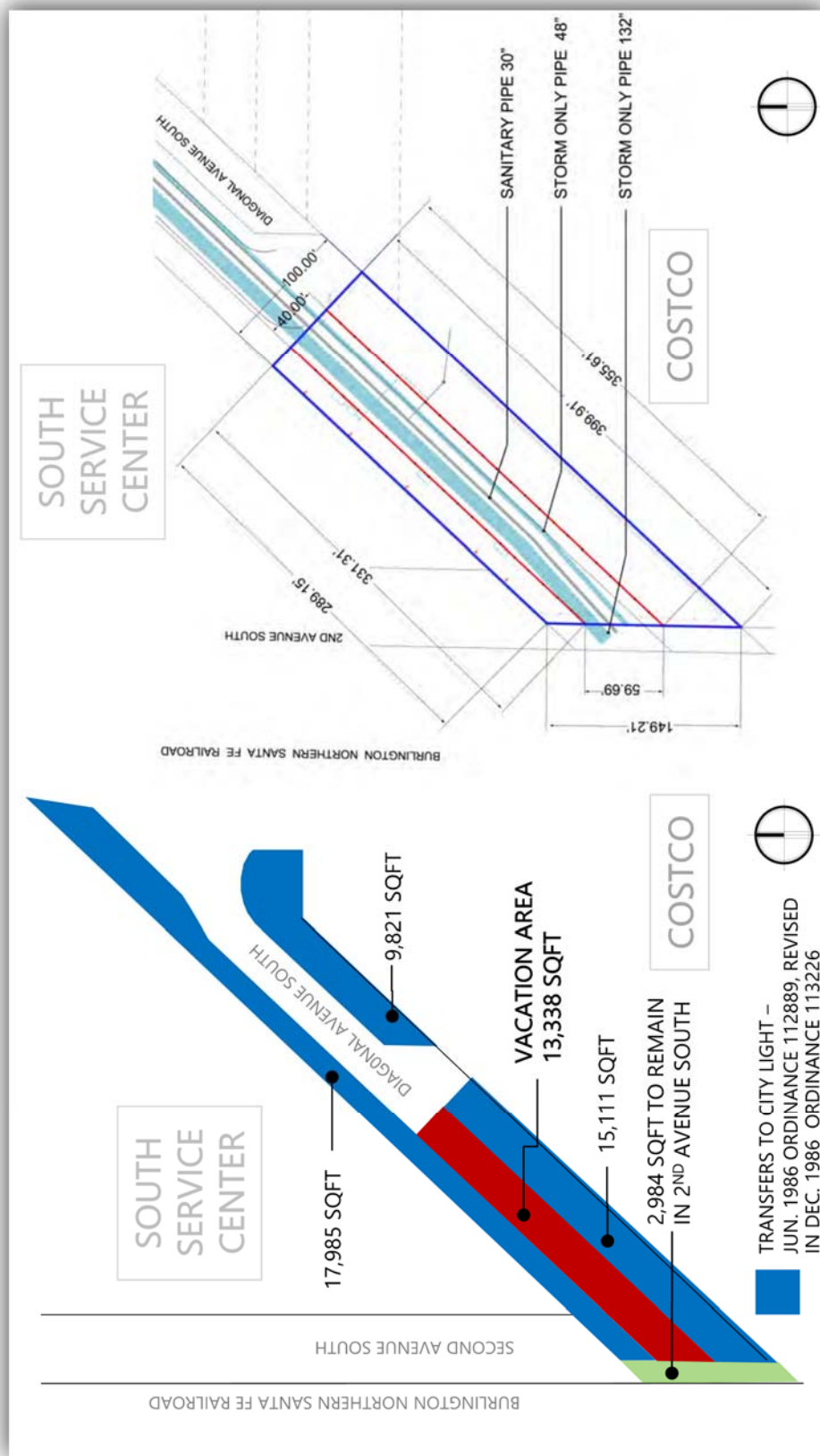


Figure 2. Vacation site details and dimensions. Underground utilities are shown.

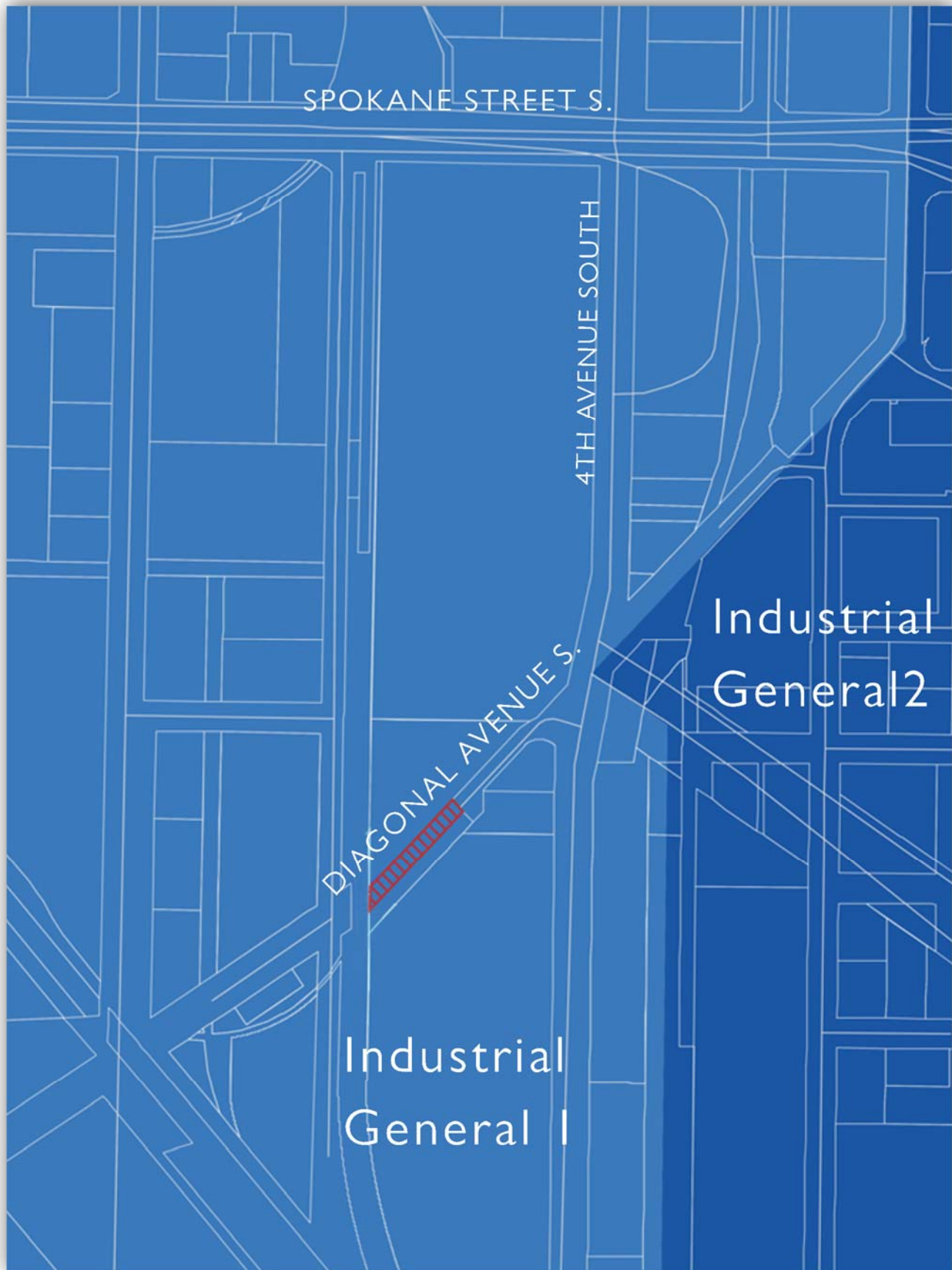
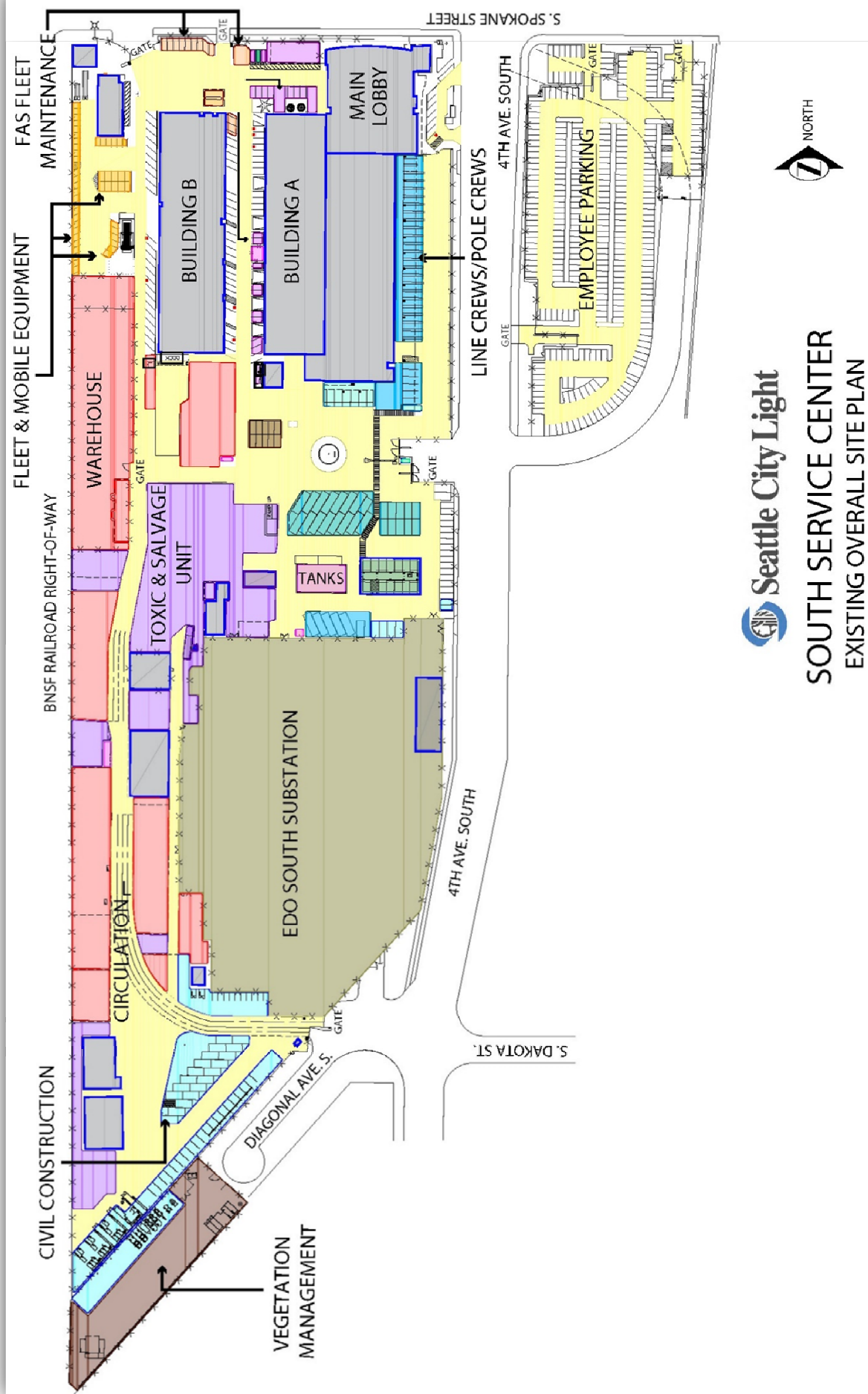


Figure 3. Industrial zoning districts.



Seattle City Light
SOUTH SERVICE CENTER
 EXISTING OVERALL SITE PLAN

Figure 4. The South Service Center property is congested with storage, parking and other functions.

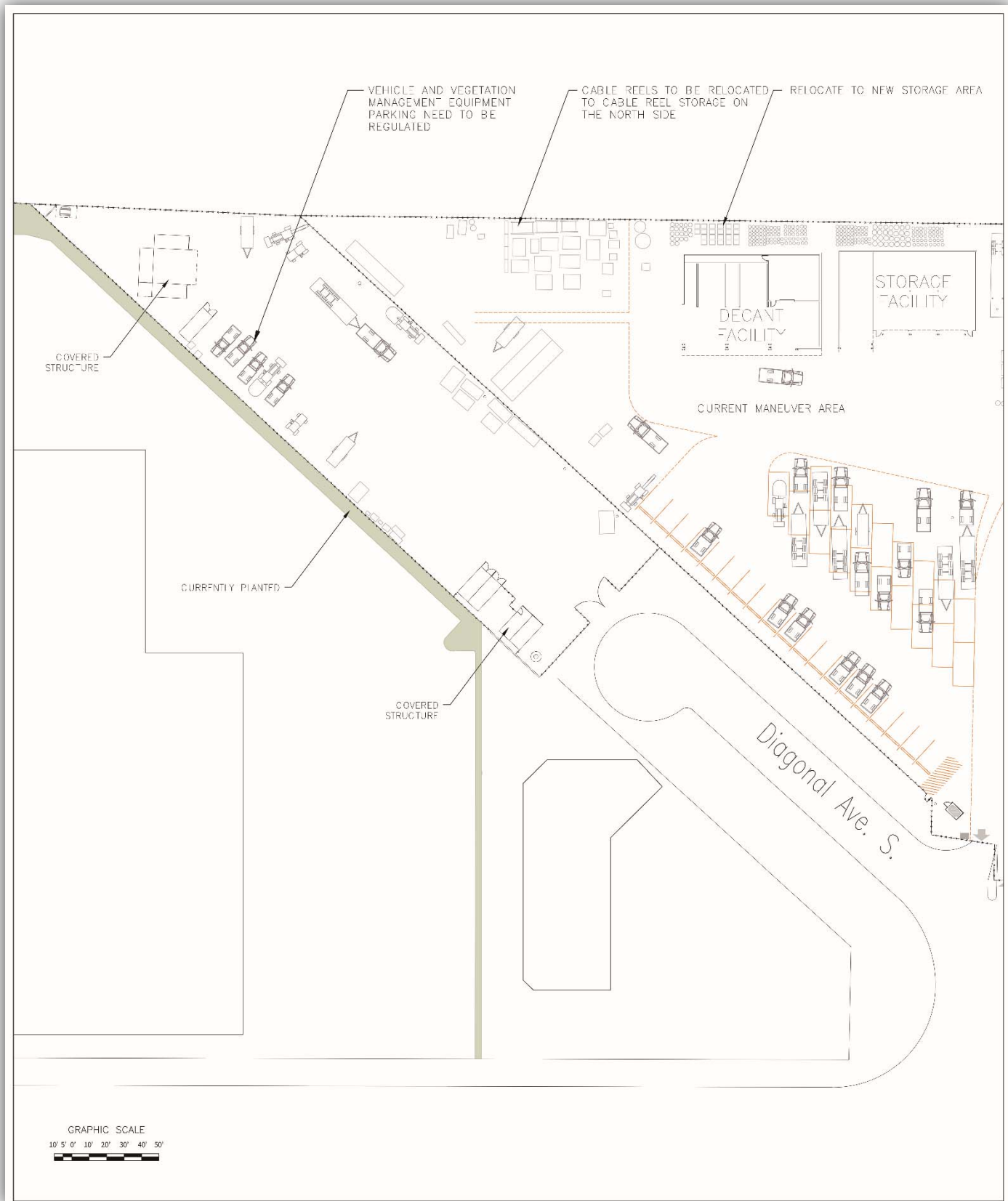


Figure 5. Existing use of the Diagonal Avenue South right-of-way.

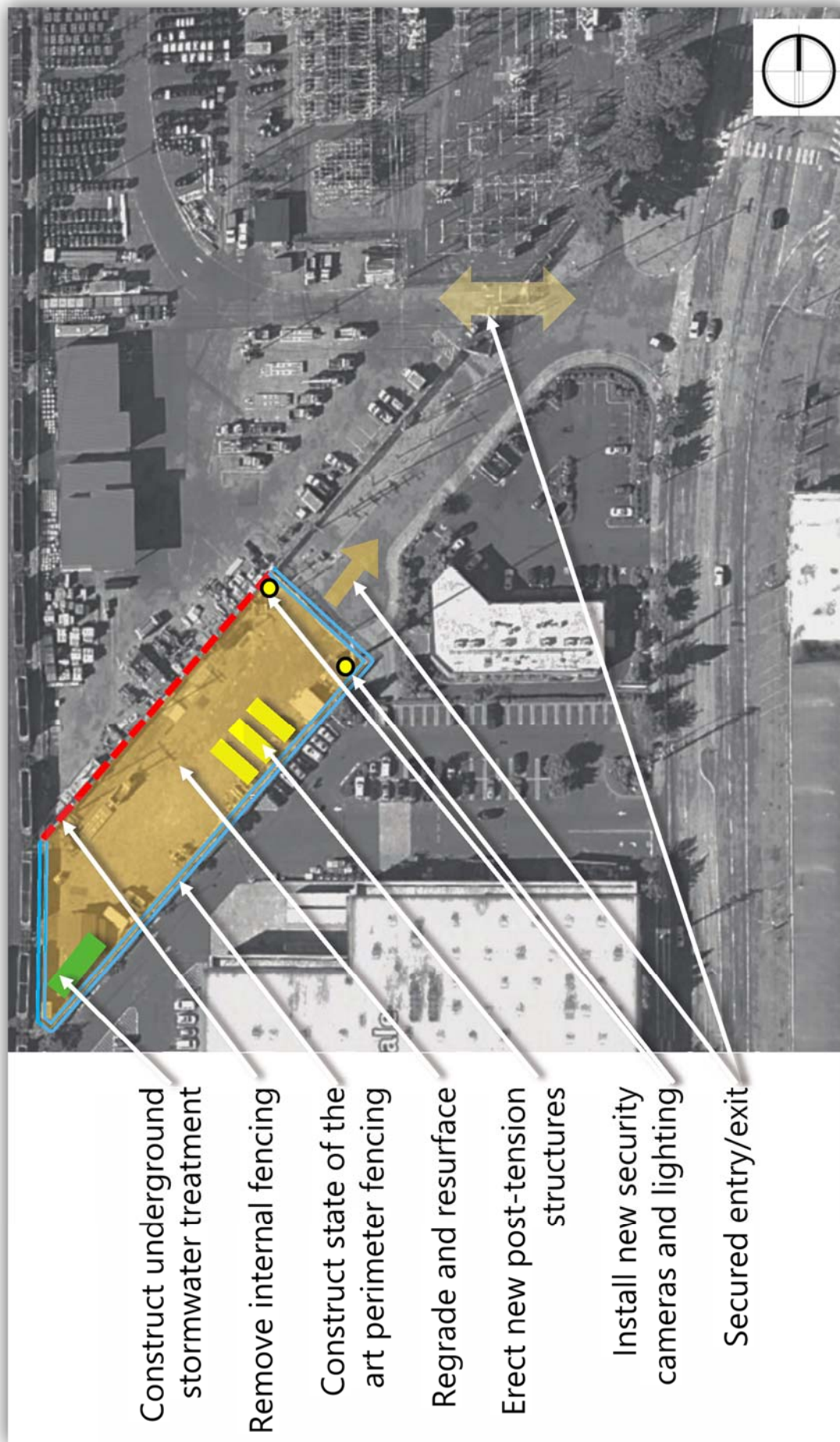


Figure 6. Plan diagram of proposed site improvements.

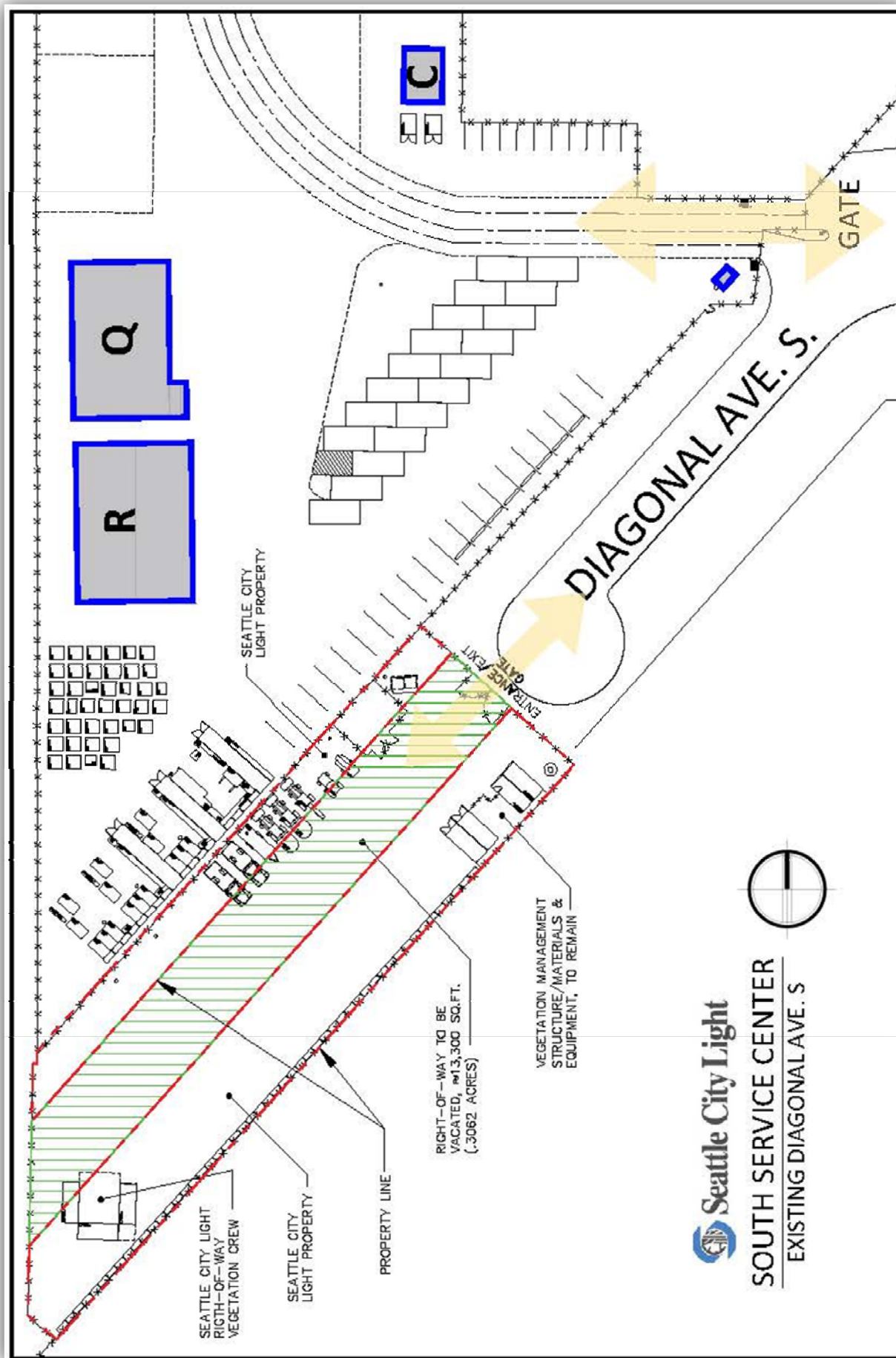


Figure 8. No vacation alternative traffic circulation.

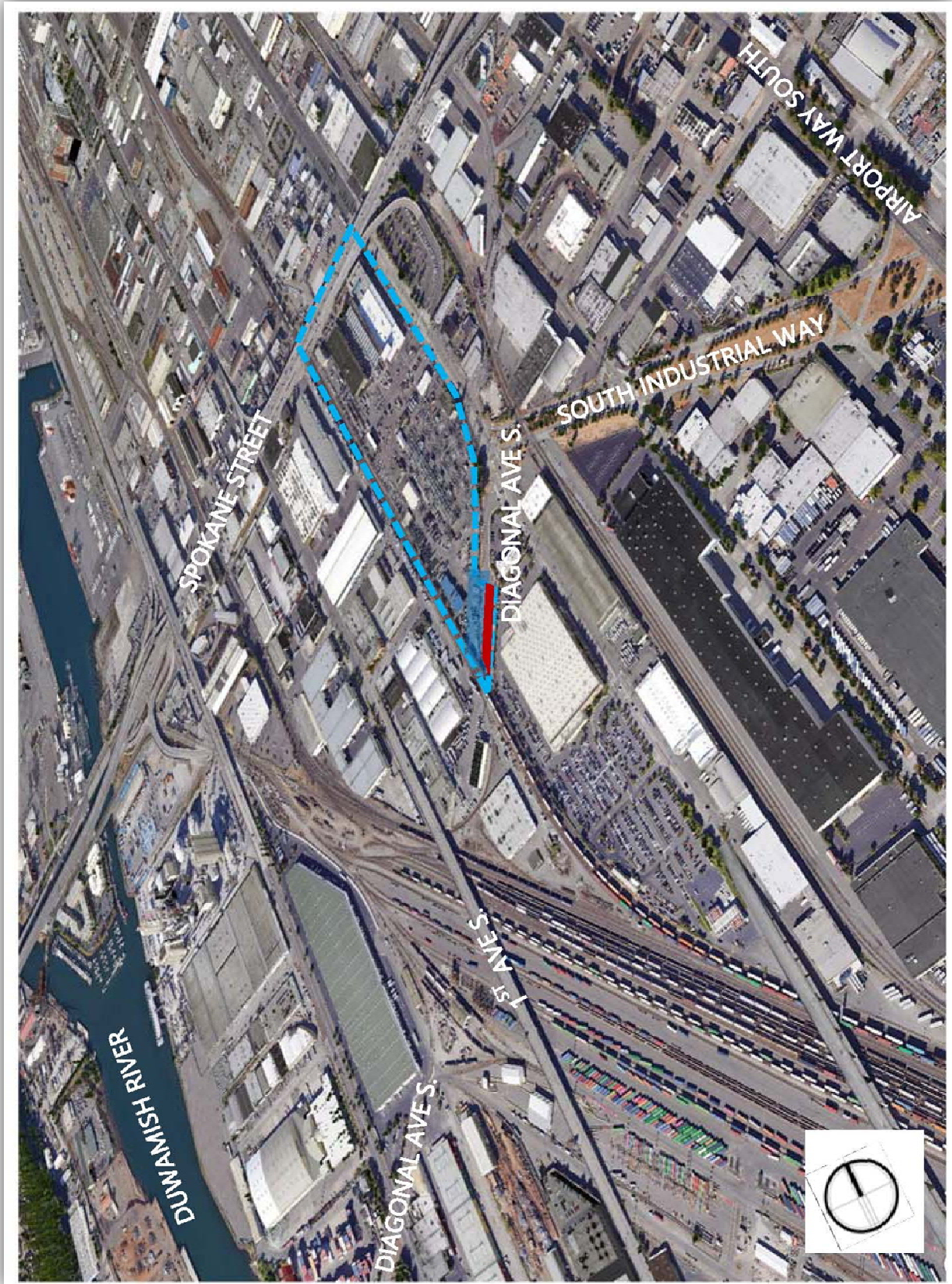


Figure 9. Aerial view of the industrial area looking west.

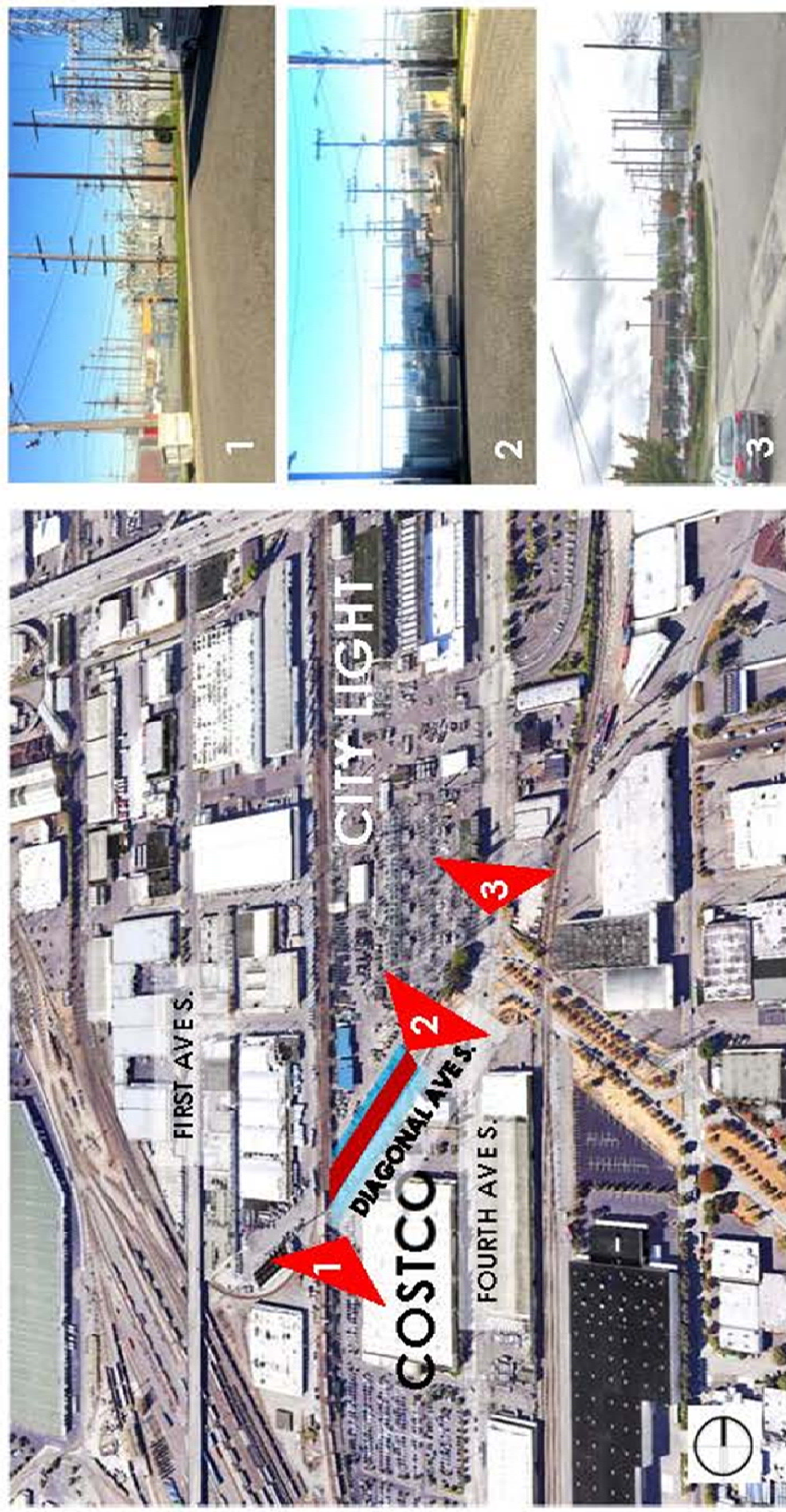


Figure 10. Aerial view of the industrial area looking west.

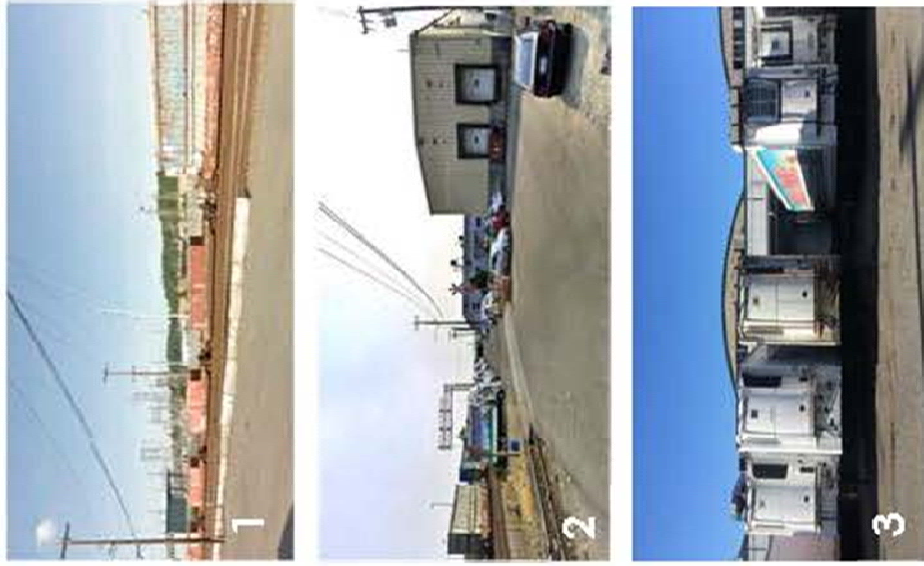


Figure 11. Existing use of the Diagonal Avenue South right-of-way.

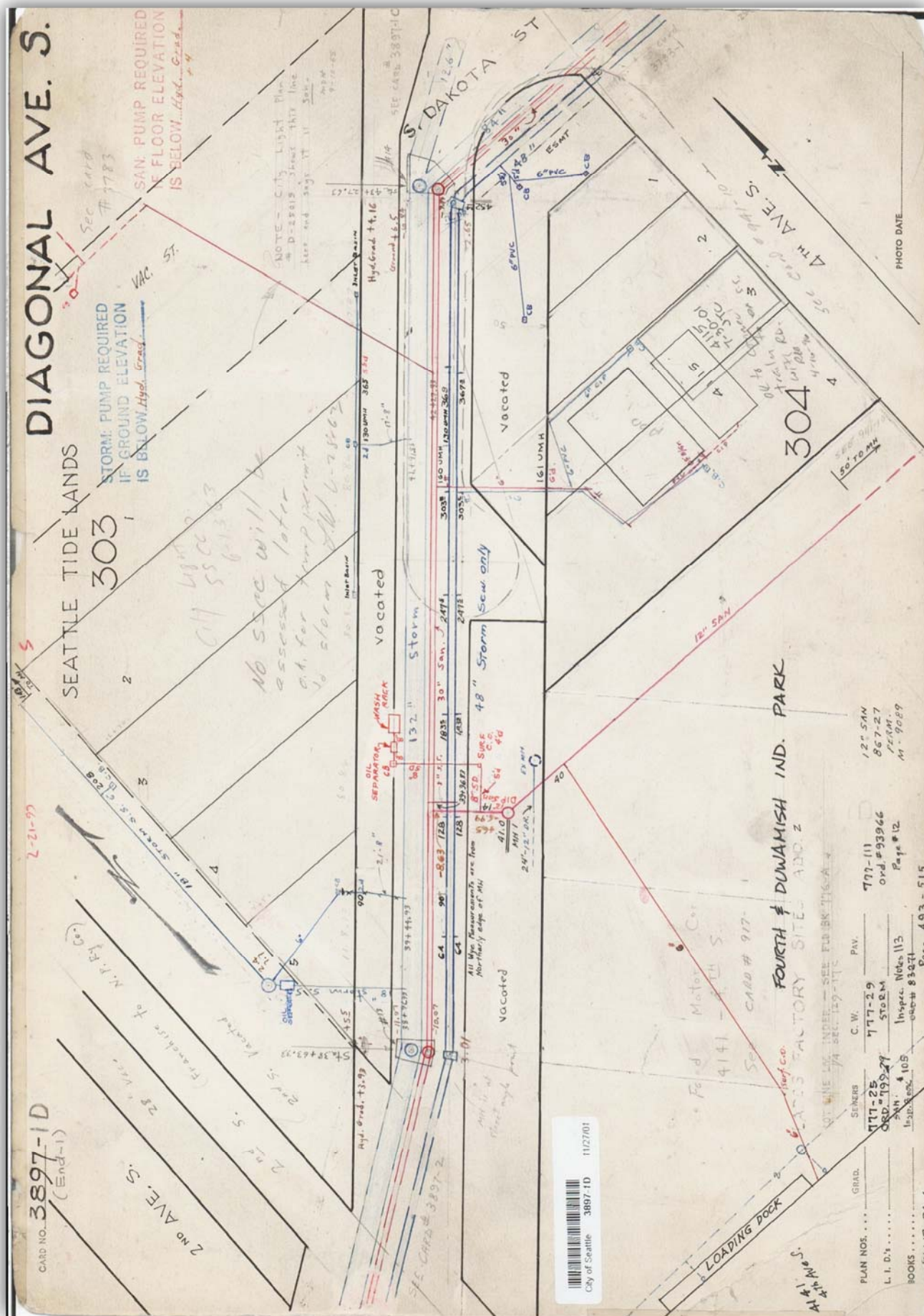


Figure 12. Storm drain and sewer map for Diagonal Avenue South.

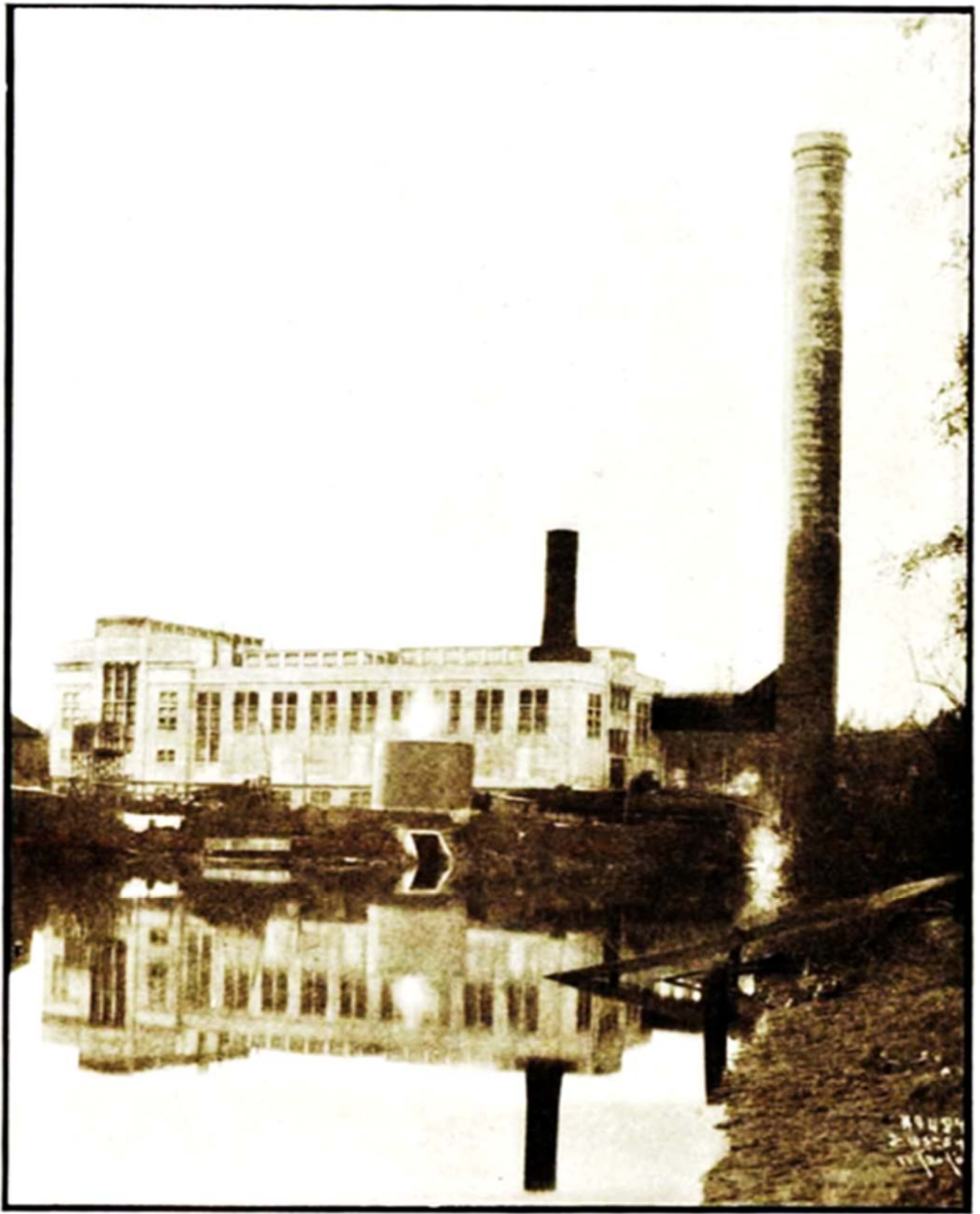


Figure 110. The historic Georgetown Steam Plant.

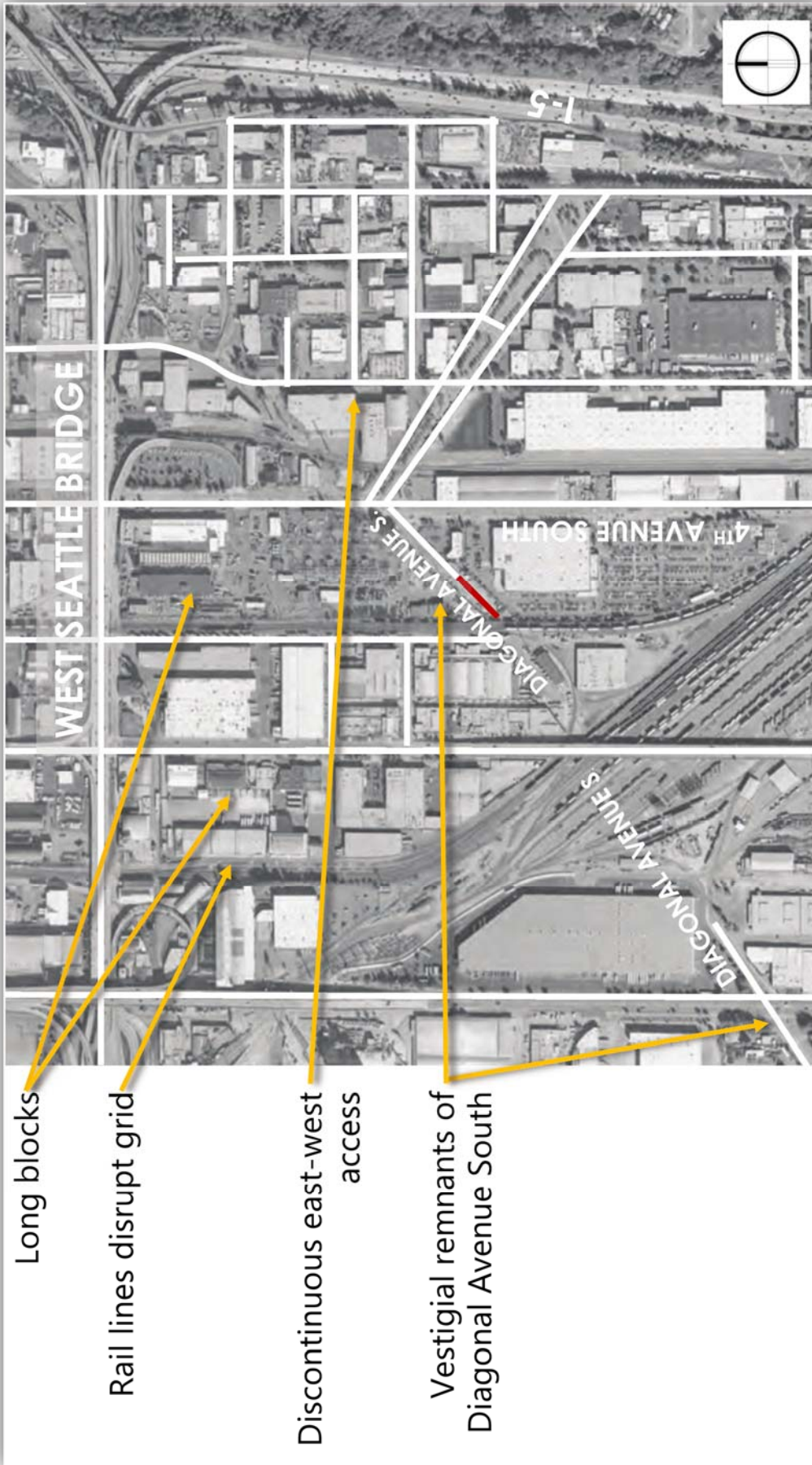


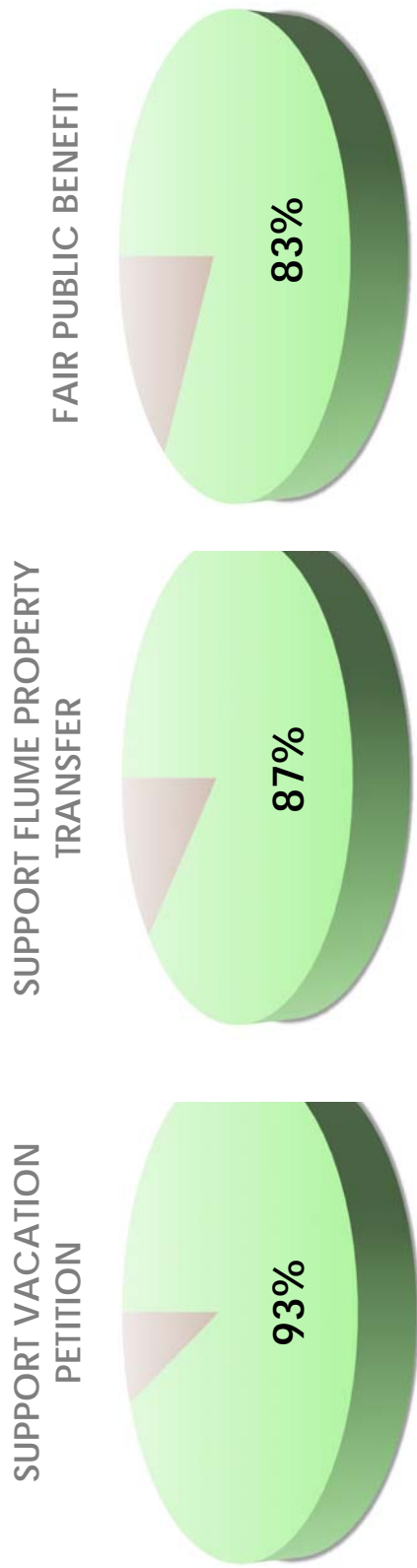
Figure 14. Circulation and block lengths around the vacation site.



Figure 15. An aerial view of the Flume property.



Figure 16. View of the flume property from South Myrtle Street



*RECORDED PRIOR TO ANNOUNCEMENT REGARDING THE INTERDEPARTMENTAL MOA

Figure 17. Community survey results (2019).

**IN THE MATTER OF THE PETITION OF SEATTLE CITY LIGHT
FOR THE VACATION OF A PORTION OF DIAGONAL WAY SOUTH,
WEST OF 4TH AVENUE SOUTH
IN SEATTLE CITY COUNCIL DISTRICT 2 AND
THE GREATER DUWAMISH MANUFACTURING/INDUSTRIAL CENTER**

CLERK FILE 314451

The City Council hereby grants approval of the petition from Seattle City Light, (“SCL” or “Petitioner”) for Seattle City Light (“SCL” or “Petitioner”) for the vacation of a portion of Diagonal Way South between 4th Avenue South and 2nd Avenue South, described as:

Commencing at the most southwesterly corner of that portion of Diagonal Avenue South vacated under by City of Seattle Ordinance Number 112889, under King County Recording Number 86070I 0965, and amended by City of Seattle Ordinance 113226, under King County Recording Number 8701070967, said point of commencement also being the angle point at the intersection of the westerly and northwesterly lines of Lot 2 of the plat of Fourth and Duwamish Investment Park, recorded under King County Recording Number 8307280903; thence north 01°09'28" east along the west line of said vacated Diagonal Avenue South 59.69 feet to a point at the northwesterly corner of the southeasterly portion of said vacated Diagonal Avenue South and true point of beginning;

Thence north 43°14'20" east along the northwesterly line of the southeasterly portion of said vacated Diagonal Avenue South 355.61 feet to a point that bears north 46°45'40" west and is 40.00 feet distant from a point on the southeasterly margin of Diagonal Avenue South and 38.41 feet northeasterly of the southwest corner of Lot 4, Block 304, of the unrecorded plat of Seattle Tide Lands, said point also being an angle point in said vacated Diagonal Avenue South; thence north 46°45'40" west 40.00 feet to the southeasterly line of the northwesterly portion of said vacated Diagonal Avenue South; thence north 43°14'20" west along said southeasterly line 311.31 feet to the southwesterly corner of the northwesterly portion of said vacated Diagonal Avenue South; thence south 01°09'28" west 59.69 feet to the true point of beginning.

The proposed vacation is 330 feet in length and approximately 40 feet in width (the width tapers) for a total of approximately 13,300 square feet of right-of-way.

The vacation is granted upon the Petitioner meeting the following conditions. The Petitioner shall demonstrate that all conditions imposed on the vacation by the City Council have been satisfied: all utility work relating to the vacation including easements or other agreements is completed; all public benefit elements have been provided; any other agreements or easements have been completed and recorded as necessary; and all fees paid, prior to the passage of the street vacation ordinance.

1. The vacation is granted to allow the Petitioner to build a project substantially in conformity with the project presented to the City Council and for no other purpose. This approval constitutes the substantive Council approval of the vacation, and the Petitioner

may proceed with the permitting and development of the project, consistent with the conditions of this approval.

2. Any street improvements that may be required at the vacation site or at the public benefit site shall be designed to City standards, as modified by these conditions to implement the Public Benefit requirements and be reviewed and approved by SDOT through a Street Improvement Permit, as necessary.
3. The utility issues shall be resolved to the full satisfaction of the affected utility before the final vacation ordinance is approved. Before starting any development activity on the site, the Petitioner shall work with the affected utilities and provide protection for the utility facilities. SPU has a number of lines in the area and has requested a Memorandum of Understanding (MOU) to detail access for service and repair to its current facilities and the need for future facilities. A partial Transfer of Jurisdiction or other accountability measure may be required to implement the agreement. This may include an MOU, easements, restrictive covenants, relocation agreements, or acquisition of the utilities, which shall be at the sole expense of the Petitioner.

SPU facilities include:

- 30" sewer main,
 - 132" PSD,
 - 48" PSD; and
 - Need for future new water main in Diagonal Way South.
4. It is expected that development activity at the vacation site will commence within approximately 18 months of this approval and that development activity will be completed within 5 years. To ensure timely compliance with the conditions imposed by the City Council, the Petitioner shall provide SDOT with regular reports, following City Council vacation approval, providing an update on the development activity, schedule, and progress on meeting the conditions and anticipated date of project completion and opening. The Petitioner shall not request or be issued a Final Certificate of Occupancy until SDOT determines that all conditions have been satisfied and all fees have been paid as applicable.
 5. In addition to the conditions imposed through the vacation process, if the project as it proceeds through the permitting process is subject to SEPA review it may be subject to conditioning pursuant to City codes through the regulatory review processes.
 6. The Petitioner shall convey the real property known as the Flume property to Parks and to SDOT as outlined in the signed agreement between the three departments. Once the property is conveyed the receiving department shall bear the responsibility to complete the public amenities and shall be responsible for ongoing maintenance. The SDOT trail connection shall be open to the public at all times. The Parks off-leash area shall be open

and managed consistent with other off-leash areas and the public signage should indicate the hours of operation. Public signage shall be consistent with signage provided at SDOT trails and Park off-leash areas. The signage shall be clearly visible to the public. The property transactions to convey the real property must be completed before SCL may proceed with the final vacation ordinance.

7. Parks and SDOT shall be responsible for the process to meet with the community and complete the final design of the trail connection and the off-leash area and securing any necessary permits. The final design of the public benefit elements and schedule for construction shall be provided to SDOT Street Vacations to demonstrate compliance with the vacation conditions. SDOT Street Vacations may require additional review by the Design Commission if any significant changes are proposed. The public benefit requirements are outlined in the following chart.

PUBLIC BENEFIT MATRIX

| Public Benefit Element | Department Cost Sharing Obligations | | | |
|---|-------------------------------------|--------|----------|----------|
| | SPR | SDOT | SCL | Total |
| Site preparation | | | \$480K | |
| Off Leash Area <ul style="list-style-type: none"> • Pedestrian access, • Benches, • Water to site, and • ½ stormwater treatment | \$400K | | \$195K | \$595K |
| Bike and Pedestrian Trail: <ul style="list-style-type: none"> • Street improvements, • Lighting, • Trees, & • ½ stormwater treatment | | \$400K | \$1.283M | \$1.683M |
| Total development costs | \$400K | \$400K | \$1.958M | \$2.758M |
| Property transfer: <ul style="list-style-type: none"> • Total: Approx. 46,338 sq ft • Property to Parks for Off Leash Area: 36,626 sq ft • Property to SDOT for Bike and Pedestrian Trail: 9,712 sq ft | | | \$1.854M | \$1.854M |
| Grand total | \$400K | \$400K | \$3.812M | \$4.612M |

Granted by the City Council the _____ day of _____, 2021,
and signed by me in open session in authentication of its passage this _____ day of
_____, 2021.

President _____ of the City Council



Legislation Text

File #: Res 32015, **Version:** 1

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION regarding the impact of Seattle’s Urban Renewal program in displacing Black community members from the Central Area; supporting community demands to fund quality affordable social housing to prevent and reverse displacement; and urging the Office of Housing to fund the affordable housing project proposed by New Hope Community Development Institute.

WHEREAS, in May 1959, The City of Seattle passed Ordinance 88190 declaring a 340-acre region of Seattle’s predominantly Black Central Area to be a “blighted area,” authorizing an Urban Renewal project later known as the Yesler-Atlantic Neighborhood Improvement Project (Wash. R-5); and

WHEREAS, in February 1960, The City of Seattle passed Ordinance 89036 authorizing a contract with Seattle Urban Renewal Enterprise (SURE) for “professional services for education, organization and dissemination of information, all in connection with [the Yesler-Atlantic Neighborhood Improvement Project]”; and

WHEREAS, in 1961 SURE submitted to the City its Yesler-Atlantic Report and Summary in accordance with that contract which claimed that, “To preserve this community for “decent” folks and families three things are needed: (1) Assistance to those who need it in improving their way of life in every respect; (2) encouragement to middle and upper-income whites to move into the community; and (3) relocation of those undesirables - the purveyors of vice and crime, the chronic trouble-makers, the undeserving poor - who are the source of the most social blight in the area.”; and

WHEREAS, throughout Seattle’s Central Area in the 1960s, dozens of Black families were displaced, forced to sell their houses, small businesses, and church properties, under threat of eminent domain; and

WHEREAS, in May 1969 the City of Seattle informed the New Hope Missionary Baptist Church that the City

would use eminent domain to require the sale of the church property in the current location of the south side of Spruce Street Mini Park; and

WHEREAS, in December 1969, under the threat of eminent domain, the New Hope Missionary Baptist Church sold its property at the current location of the Spruce Street Mini Park to the City for \$34,000, which if adjusted for inflation is the equivalent of \$275,433.83 in 2021 dollars; and

WHEREAS, the value of the same property in today's real estate market has been estimated to be \$2 million, almost eight times the inflation adjusted value of its purchase price; and

WHEREAS, when forced to sell their property under threat of eminent domain, community members and their organizations lost the opportunity to share in the benefits of the increased value of land in Seattle; and

WHEREAS, in a July 14, 2020 opinion article in the South Seattle Emerald, Reverend Lawrence Willis and Reverend Angela Ying explained that, "[t]he City's coercive seizure of land from the Black church is just one example of how the City's political establishment over the decades has been complicit in the impoverishment and destruction of the Central Area's African American community. Between City policies like the notorious Operation Weed and Seed, which was set up in the 1990s explicitly to gentrify the Central District while fast-tracking the mass incarceration of young Black men, and profit-hungry corporate developers who snapped up entire blocks in recent years, evicting long-time homeowners, Seattle's African American community today has been decimated and scattered beyond the city"; and

WHEREAS, the New Hope Community Development Institute (NHCDI), a community based non-profit organization created by New Hope Missionary Baptist Church, has submitted to the Office of Housing an Intent to Apply for approximately \$11 million in funding for the New Hope Family Housing project to provide approximately 86 studio, 1-bedroom, 2-bedroom and 3-bedroom units for families and individuals making at or below 60% of the area median income. The housing will serve seniors, families

with children, homeless persons and persons with disabilities. New Hope Family Housing will utilize the City of Seattle Office of Housing Community Preference policy, prioritizing housing for Central Area residents who have been displaced from the neighborhood or current residents at risk of displacement; and

WHEREAS, the Office of Housing received Intent to Apply for over \$122 million in affordable housing proposals in anticipation of its fall Notice of Funding Availability (NOFA), but has indicated that only \$35 million will be available in the balance of 2021 budget; and

WHEREAS, the big business payroll tax fought for by working people and community members, including the Tax Amazon Movement, is estimated to provide over \$132 million in funding for affordable housing in 2022 including over \$17 million explicitly to “affirmatively further fair housing and to address past discriminatory policies and practices, which could fund affordable housing projects responding to the Office of Housing’s fall 2021 NOFA given the typical gap in time between a NOFA and when funds are actually spent; and

WHEREAS, Central Area community organizers and more than 230 faith leaders have demanded increased taxes on big business and the rich to fund building 1,000 affordable homes in the Central Area to bring back households who have been displaced by racist policies like redlining, Urban Renewal, Weed and Seed, and rising housing costs in general; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THAT:

Section 1. The City Council condemns the displacement of African American Central District residents caused by The City of Seattle’s Yesler-Atlantic Neighborhood Improvement Project (Wash. R-5). The City Council apologizes for the harm done and urges all City Departments to find opportunities to make reparation for that injustice.

Section 2. The City Council urges the Office of Housing to support development and funding of the New Hope Family Housing project.

Section 3. The City Council intends to provide direction and increased resources, if needed, to the Office of Housing to use funds appropriated for affordable housing acquisition and development in the 2022 City Budget for projects that apply for funding through the Office of Housing's 2021 Fall Notice of Funding Availability for the Rental Production Program.

Section 4. The Council affirms its support for increasing progressive taxes on big business and the rich to develop more quality affordable social housing.

Adopted by the City Council the _____ day of _____, 2021, and signed by me in open session in authentication of its adoption this _____ day of _____, 2021.

President _____ of the City Council

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
|--------------------|-----------------------------|---------------------------|
| LEG | Ted Virdone (206) 518-0382 | |

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title:

A RESOLUTION regarding the impact of Seattle's Urban Renewal program in displacing Black community members from the Central Area; supporting community demands to fund quality affordable social housing to prevent and reverse displacement; and urging the Office of Housing to fund the affordable housing project proposed by New Hope Community Development Institute.

Summary and background of the Legislation:

This resolution is regarding the impact of Seattle's Urban Renewal program in displacing Black community members from the Central Area. It expresses support for community demands to fund quality affordable social housing to prevent and reverse displacement and urges the Office of Housing to fund the affordable housing project proposed by New Hope Community Development Institute.

In 1959, the City of Seattle authorized the Yesler-Atlantic Neighborhood Improvement project, which over the next decade displaced dozens of Black homeowners and small businesses. In 1969, under the threat of eminent domain, the New Hope Missionary Baptist church was forced to sell to the City a property that is now the south end of the Spruce Street Mini Park.

This resolution condemns the displacement caused by the Yesler-Atlantic Neighborhood Improvement project, apologizes for the harm done, and urges City Departments to find opportunities to make reparations for that displacement. This resolution also urges the Office of Housing to select for funding the New Hope Family Housing project, which is a proposed affordable housing project focused on combatting the displacement of Black community members from the Central District.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ____ Yes x No

If yes, please fill out the table below and attach a new (if creating a project) or marked-up (if amending) CIP Page to the Council Bill. Please include the spending plan as part of the attached CIP Page. If no, please delete the table.

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

If there are no changes to appropriations, revenues, or positions, please delete the table below.

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

If so, describe the nature of the impacts. This could include increased operating and maintenance costs, for example.

This resolution states the Council's support for several policies that have financial impacts. The resolution advocates for City funding for the New Hope Family Housing project, which has submitted to the Office of Housing the intent to apply for approximately \$11 million in City funding. The resolution also states general support for increasing progressive revenues, increasing the Office of Housing's fall 2021 Notice of Funding Availability, and making reparations to those displaced and harmed by the Yesler-Atlantic Neighborhood Improvement project.

Is there financial cost or other impacts of *not* implementing the legislation?

Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs or consequences.

No

If there are no changes to appropriations, revenues, or positions, please delete sections 3.a., 3.b., and 3.c. and answer the questions in Section 4.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

If so, please list the affected department(s) and the nature of the impact (financial, operational, etc.).

The resolution requests the Office of Housing Select the New Hope Family Housing project for funding and states the intention to increase the size of the Office of Housing's fall 2021 Notice of Funding Availability.

b. Is a public hearing required for this legislation?

If yes, what public hearing(s) have been held to date, and/or what public hearing(s) are planned/required in the future?

No

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

For example, legislation related to sale of surplus property, condemnation, or certain capital projects with private partners may require publication of notice. If you aren't sure, please check with your lawyer. If publication of notice is required, describe any steps taken to comply with that requirement.

No

d. Does this legislation affect a piece of property?

If yes, and if a map or other visual representation of the property is not already included as an exhibit or attachment to the legislation itself, then you must include a map and/or other visual representation of the property and its location as an attachment to the fiscal note. Place a

note on the map attached to the fiscal note that indicates the map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.

No

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

If yes, please explain how this legislation may impact vulnerable or historically disadvantaged communities. Using the racial equity toolkit is one way to help determine the legislation's impact on certain communities. If any aspect of the legislation involves communication or outreach to the public, please describe the plan for communicating with non-English speakers.

This resolution expresses support for the New Hope Family Housing project, which will provide affordable housing in the Central District's Black community. The resolution also condemns and apologizes for the historical displacement caused by the policies of the Yesler-Atlantic Neighborhood Improvement project, and advocates for City Departments to look for opportunities to make reparations.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

Please provide a qualitative response, considering net impacts. Are there potential carbon emissions impacts of not implementing the proposed legislation. Discuss any potential intersections of carbon emissions impacts and race and social justice impacts, if not previously described in Section 4e.

No

2. 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.

Describe the potential climate resiliency impacts of implementing or not implementing the proposed legislation. Discuss any potential intersections of climate resiliency and race and social justice impacts, if not previously described in Section 4e.

No

g. 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).

This answer should highlight measurable outputs and outcomes.

N/A

List attachments/exhibits below:



Legislation Text

File #: Res 32013, **Version:** 1

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION to initiate a 15th Avenue East Business Improvement Area.

WHEREAS, the owners and operators of commercial properties, multi-family residential, and mixed-used properties that are subject to 65 percent of the special assessments that would be assessed upon the establishment of a Business Improvement Area filed a petition with The City of Seattle pursuant to chapter 35.87A RCW, and said petition is filed in Clerk File 322031; and

WHEREAS, the City Council has reviewed the petition and letters of support, and determined it is in the best interests of the City to proceed, as permitted by chapter 35.87A RCW, under the resolution method of creating a Business Improvement Area instead of the petition method; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR
CONCURRING, THAT:**

Section 1. The City Council of The City of Seattle declares its intention to establish a 15th Avenue East Business Improvement Area (“15th Ave BIA”) in accordance with chapter 35.87A RCW.

Section 2. Area established. The 15th Ave BIA shall be within the following boundaries as shown on the map attached as Exhibit A to this resolution and described in this section. When a street or alley is named, the area boundary is the centerline of the right-of-way including vacated portions unless otherwise specified in the description:

- Beginning at the northern-most intersection of East Mercer Street and 15th Avenue East, proceed south to East Denny Way, including all parcels adjoining the east and west sides of 15th Avenue East and excluding parcels south of East Denny Way.

- Beginning at the intersection of East Thomas Street and 16th Avenue East, proceed south to the intersection of 16th Avenue East and East Denny Way, including parcels adjoining the west side of 16th Avenue East.

- Beginning at the intersection of East John Street and 15th Avenue East, proceed west to 14th Avenue East, including all parcels adjoining on the north side.

- Beginning at the intersection of East John Street and 14th Avenue East, proceed north to East Thomas Street, including the parcel adjoining on the east side of 14th Avenue East.

In case of a conflict between the descriptions of the areas and the map, the descriptions shall control.

Section 3. Programs. Special assessment revenues shall be used for the following component programs:

- A. Neighborhood beautification within the Business Improvement Area;
- B. Street festival within the Business Improvement Area;
- C. Program management and advocacy; and
- D. Graffiti removal and cleaning.

All such activities are supplemental to street maintenance and law enforcement provided by the City and are not intended to displace any services regularly provided by municipal government.

Section 4. There shall be an advisory board whose membership is comprised of ratepayers representative of the entire geography and variety of sizes in the 15th Ave BIA, and businesses and tenants from within the 15th Ave BIA. The composition of the Board shall be representative of the varying sizes and types of property owners, residents, and business tenants, within the geographic area of the 15th Ave BIA.

Section 5. To finance the programs authorized in Section 3 of this resolution, there is proposed a seven-year special assessment to be levied upon and collected from the owners of commercial property, multi-family residential property (buildings containing four or more residential units), and mixed-use property (multi-family residential and commercial) located within the boundaries of the 15th Ave BIA described in Section 2 of this resolution. Initial assessment calculations will be based on property information from the King County

Assessor's Office for Tax Year 2021. The 15th Ave BIA shall annually update records based on data and information from King County and the City. Ratepayers shall be assessed by the City in seven annual installments to be billed semi-annually beginning in the year of the authorization (2022), by applying the following an assessment rates to each ratepayer:

A. First Year Assessment = (\$0.15 per Lot Square Footage) + (\$0.10 per \$1000 of total assessable value). This calculation is called the "Base Formula."

B. For each year following the first year of authorization, the assessment rates shall be adjusted by an Inflationary Factor applied to each of the assessment rates after the first year assessment. The Inflationary Factor will be the lesser of three percent per year or the percentage change in the Consumer Price Index for All Urban Consumers in Seattle-Tacoma-Bellevue (CPI-U-Seattle), as published by the U.S. Department of Labor, Bureau of Labor Statistics (available at: http://www.bls.gov/eag/eag.wa_seattle_msa.htm), between September 2022 and September of the year prior to the assessment year.

C. "New Benefit Areas" shall be added to the assessment roll on an annual basis, and will supersede the previous assessment for that parcel. A New Benefit Area is created when a parcel's Net Building Square Footage increases as a result of either a new building or significant expansion of an existing building, as recorded by the King County Assessor's Office. The formula for a New Benefit Area will be calculated using the new King County Assessor's values in the Base Formula multiplied by the annual CPI Factor in effect. New BIA assessments will be billed at the next regularly scheduled billing period established by the Department of Finance and Administrative Services.

E. Rate changes. Changes in assessment rates other than as described in this section shall only be authorized by ordinance consistent with RCW 35.87A.140 and with the approval of the BIA Advisory Board and shall not occur more than one time per year.

Adopted by the City Council the _____ day of _____, 2021, and signed by

me in open session in authentication of its adoption this _____ day of _____, 2021.

President _____ of the City Council

The Mayor concurred the _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

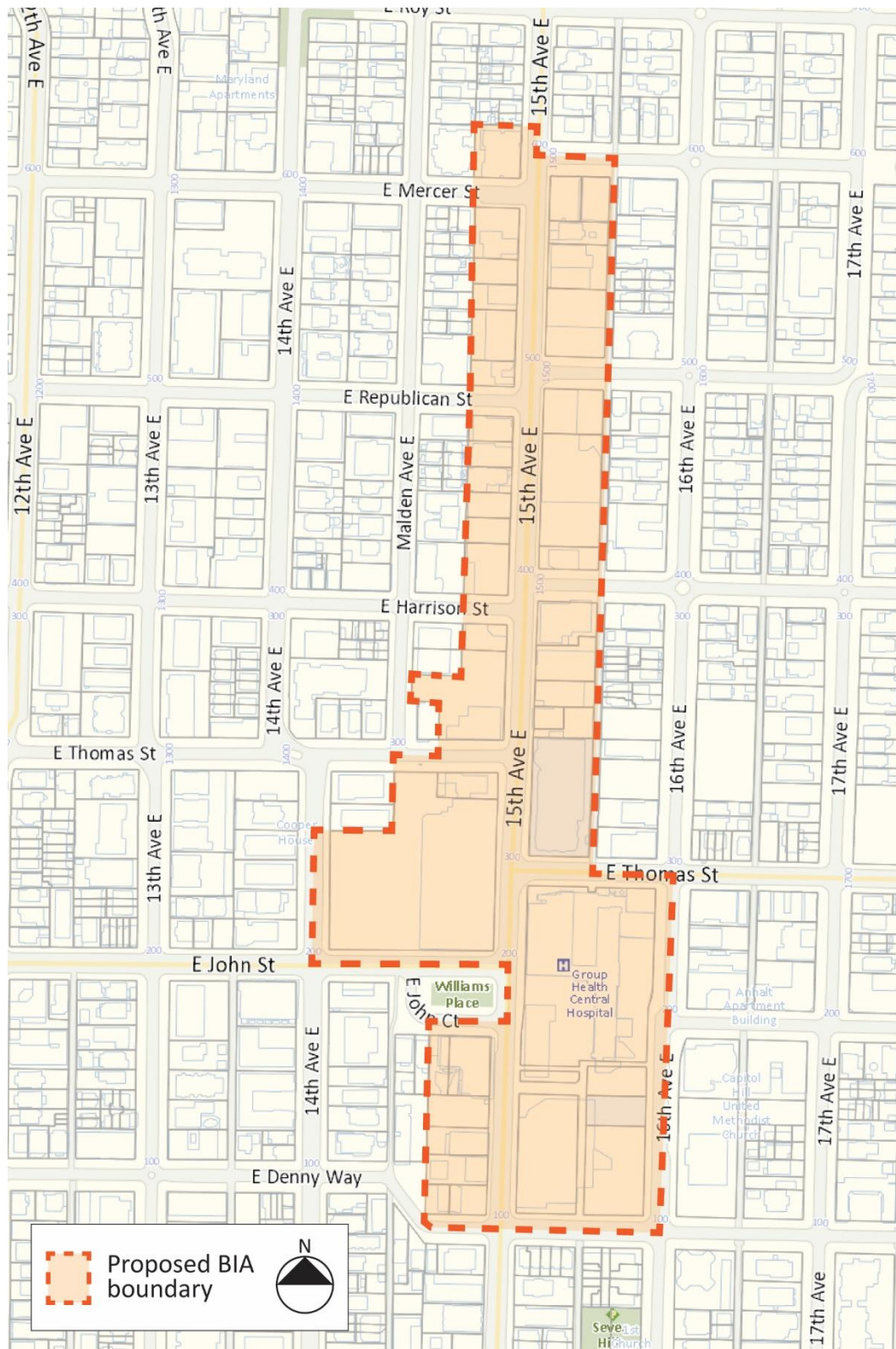
Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Exhibit A - 15th Avenue East Business Improvement Area

Exhibit A – 15th Avenue East Business Improvement Area



SUMMARY and FISCAL NOTE*

| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
|----------------------|-----------------------------|--|
| Economic Development | Phillip Sit / 256-5137 | Miguel Jimenez / miguel.jimenez@seattle.gov |

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: A RESOLUTION to initiate a 15th Avenue East Business Improvement Area.

Summary and background of the Legislation:

This Resolution initiates a new 15th Avenue East Business Improvement Area under RCW 35.87A and is the first of two similar pieces of legislation that must be prepared, per RCW 35.87A. The legislation package also includes a Resolution to set a public hearing date and place. Subsequently, the City Council may introduce an ordinance to create the 15th Avenue Business Improvement Area after the public hearing has taken place.

The 15th Ave Business Improvement Area would be established for the duration of 7 years, with the base year being FY2022. The 15th Ave Business Improvement Area believes its proposal is efficient, accountable, and responsive to the area's needs. The group collected signatures for a petition to form the 15th Ave Business Improvement Area that will fund the following programs within the Business Improvement Area:

- A. Neighborhood Beautification;
- B. Street Festivals and Events;
- C. Program Management and Neighborhood Advocacy.
- D. Cleaning and Graffiti Removal;

The petitioning effort resulted in a show of financial support by ratepayers who would pay at least 65% of the total special assessment revenues. Assessments will commence as of Jan 1st, 2022, or the effective date of this ordinance, whichever is later. The 15th Ave Business Improvement Area will be overseen by a Ratepayers Advisory Board, which would be broadly representative of the proposed ratepayers and stakeholders from the district.

2. CAPITAL IMPROVEMENT PROGRAM

a. Does this legislation create, fund, or amend a CIP Project? ___ Yes X No

3. SUMMARY OF FINANCIAL IMPLICATIONS

- a. Does this legislation amend the Adopted Budget? ☐ Yes ☒ No
- b. Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
None.
- c. Is there financial cost or other impacts of *not* implementing the legislation?
None to the City. The 15th Ave Business Improvement Area is established as a revenue-neutral program.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?
Yes – the Department of Finance and Administrative Services (FAS), which administers the assessments for the BIAs. OED has worked in close coordination with FAS on this legislation package. FAS will collect the BIA assessments from its ratepayers. FAS holds the funds solely for the purpose of reimbursing the 15th Ave Business Improvement Area for administering staffing, projects, and other costs associated with the BIA.
- b. Is a public hearing required for this legislation?
Yes, this legislation package includes a companion resolution of intention that establishes the date and place of the hearing, as required by RCW 35.87A.140.
- c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?
No
- d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
The companion resolution sets the public hearing for the BIA.
- e. Does this legislation affect a piece of property?
No.
- f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

Please see the Council Bill and related documents proposing the Business Improvement Area for more information on this question.

- g. 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).**

Please see the Council Bill and related documents proposing the Business Improvement Area for more information on this question.

List attachments/exhibits below:



Legislation Text

File #: Res 32014, **Version:** 1

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION of intention to establish a 15th Avenue East Business Improvement Area and fix a date and place for a hearing thereon.

WHEREAS, the owners and operators of commercial properties, multi-family residential, and mixed-used properties that are subject to 65 percent of the special assessments that would be assessed upon the establishment of a Business Improvement Area filed a petition with The City of Seattle pursuant to chapter 35.87A RCW, and said petition is filed in Clerk File 322031; and

WHEREAS, the City Council has reviewed the petition and letters of support, and determined it is in the best interests of the City to proceed, as permitted by chapter 35.87A RCW, under the resolution method of creating a Business Improvement Area instead of the petition method; and

WHEREAS, the City Council introduced Resolution 32013 on August 9, 2021, initiating the 15th Avenue East Business Improvement Area; and

WHEREAS, the City Council wishes to declare its intent to establish a 15th Avenue East Business Improvement Area, and to set a public hearing for the public and all affected persons to consider its establishment; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR
CONCURRING, THAT:**

Section 1. The City Council declares its intention to establish a 15th Avenue East Business Improvement Area (“15th Ave BIA”) in accordance with chapter 35.87A RCW.

Section 2. The 15th Ave BIA shall be within the following boundaries as shown on the map attached as Exhibit A to this resolution and described in this section. When a street or alley is named, the area boundary is the centerline of the right-of-way including vacated portions unless otherwise specified in the description:

- Beginning at the northern-most intersection of East Mercer Street and 15th Avenue East, proceed south to East Denny Way, including all parcels adjoining the east and west sides of 15th Avenue East and excluding parcels south of East Denny Way.
- Beginning at the intersection of East Thomas Street and 16th Avenue East, proceed south to the intersection of 16th Avenue East and East Denny Way, including parcels adjoining the west side of 16th Avenue East.
- Beginning at the intersection of East John Street and 15th Avenue East, proceed west to 14th Avenue East, including all parcels adjoining on the north side.
- Beginning at the intersection of East John Street and 14th Avenue East, proceed north to East Thomas Street, including the parcel adjoining on the east side of 14th Avenue East.

In case of a conflict between the descriptions of the areas and the map, the descriptions shall control.

Section 3. Programs. Special assessment revenues shall be used for the following component programs:

- A. Neighborhood beautification within the Business Improvement Area;
- B. Street festival within the Business Improvement Area;
- C. Program management and advocacy; and
- D. Graffiti removal and cleaning.

All such activities are supplemental to street maintenance and law enforcement provided by the City and are not intended to displace any services regularly provided by municipal government.

Section 4. There shall be an advisory board whose membership is comprised of ratepayers representative of the entire geography and variety of sizes in the 15th Ave BIA, and businesses and tenants from within the 15th Ave BIA. The composition of the Board shall be representative of the varying sizes and types of

property owners, residents, and business tenants, within the geographic area of the 15th Ave BIA.

Section 5. Levy of special assessments. To finance the programs authorized in Section 3 of this resolution, there is proposed a seven-year special assessment to be levied upon and collected from the owners of commercial property, multi-family residential property (buildings containing four or more residential units), and mixed-use property (multi-family residential and commercial) located within the boundaries of the 15th Ave BIA described in Section 2 of this resolution. Initial assessment calculations will be based on property information from the King County Assessor's Office for Tax Year 2021. The 15th Ave BIA shall annually update records based on data and information from King County and the City. Ratepayers shall be assessed by the City in seven annual installments to be billed semi-annually beginning in the year of the authorization (2022), by applying the following an assessment rates to each ratepayer:

A. First Year Assessment = (\$0.15 per Lot Square Footage) + (\$0.10 per \$1000 of total assessable value). This calculation is called the "Base Formula."

B. For each year following the first year of authorization, the assessment rates shall be adjusted by an Inflationary Factor applied to each of the assessment rates after the first year assessment. The Inflationary Factor will be the lesser of three percent per year or the percentage change in the Consumer Price Index for All Urban Consumers in Seattle-Tacoma-Bellevue (CPI-U-Seattle), as published by the U.S. Department of Labor, Bureau of Labor Statistics (available at: http://www.bls.gov/eag/eag.wa_seattle_msa.htm), between September 2022 and September of the year prior to the assessment year.

C. "New Benefit Areas" shall be added to the assessment roll on an annual basis, and will supersede the previous assessment for that parcel. A New Benefit Area is created when a parcel's Net Building Square Footage increases as a result of either a new building or significant expansion of an existing building, as recorded by the King County Assessor's Office. The formula for a New Benefit Area will be calculated using the new King County Assessor's values in the Base Formula multiplied by the annual CPI Factor in effect. New BIA assessments will be billed at the next regularly scheduled billing period established by the Department of

Finance and Administrative Services.

E. Rate changes. Changes in assessment rates other than as described in this section shall only be authorized by ordinance consistent with RCW 35.87A.140 and with the approval of the BIA Advisory Board and shall not occur more than one time per year.

Section 6. A hearing shall be held on this matter before the Community Economic Development Committee in the City Council Chamber, City Hall, 600 Fourth Avenue, 2nd Floor, Seattle, Washington 98104 on September 8, 2021, at 2:00 p.m., or as soon thereafter as the same may be heard. Due to the COVID-19 civil emergency declared by the City and the State of Washington, persons who wish to participate in or attend the hearing may do so remotely. The City will provide instructions in the meeting agenda on how to participate remotely. The City Council will hear all protests and receive all evidence for or against the proposed action.

Section 7. The City Clerk is requested to publish this resolution of intention in a newspaper of general circulation in Seattle and mail a complete copy of this resolution to each prospective ratepayer within the proposed area at least ten days prior to the hearing. The notice shall include a statement that a copy of the proposed ordinance, with attachments, may be examined electronically at <http://www.seattle.gov/leg/clerk/>, or in paper form at the Office of the City Clerk, City Hall, 600 Fourth Avenue, 3rd Floor, Seattle, Washington 98104, or will be mailed upon request.

Adopted by the City Council the _____ day of _____, 2021, and signed by me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

The Mayor concurred the _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

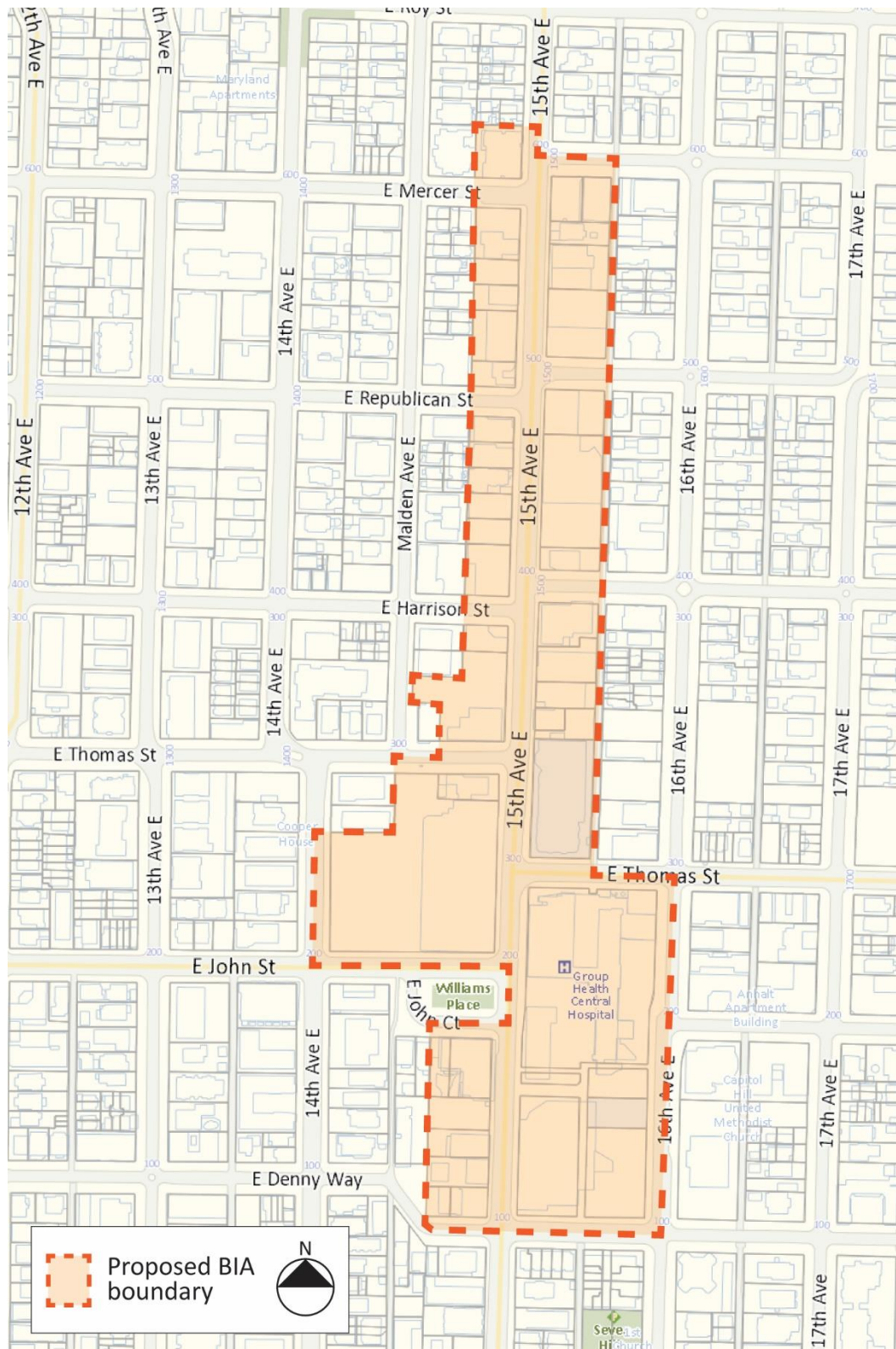
Monica Martinez Simmons, City Clerk

(Seal)

Attachment:

Exhibit A - 15th Avenue East Business Improvement Area

Exhibit A – 15th Avenue East Business Improvement Area



SUMMARY and FISCAL NOTE*

| Department: | Dept. Contact/Phone: | CBO Contact/Phone: |
|----------------------|-----------------------------|--|
| Economic Development | Phillip Sit / 256-5137 | Miguel Jimenez / miguel.jimenez@seattle.gov |

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: A RESOLUTION of intention to establish a 15th Avenue East Business Improvement Area and fix a date and place for a hearing thereon.

Summary and background of the Legislation: This resolution declares the intention to establish a new 15th Avenue East Business Improvement Area (15th Ave Business Improvement Area) and is the second of two similar pieces of legislation that must be prepared, per RCW 35.87A. The City must pass this resolution to declare a public hearing date and place for the initiative. After the public hearing, the council may introduce a Council Bill to create the 15th Ave Business Improvement Area with a special assessment to be levied upon the owners of commercial property, multi-family residential property (four or more units), and mixed-use property (multi-family residential and commercial) within its boundaries.

The 15th Ave Business Improvement Area would be established for the duration of seven years, with the base year being FY2022. The 15th Ave Business Improvement Area believes its proposal is efficient, accountable, and responsive to the area's needs. The group collected signatures for a petition to form the 15th Ave Business Improvement Area that will fund the following programs within the Business Improvement Area:

- A. Neighborhood Beautification;
- B. Street Festivals and Events;
- C. Program Management and Neighborhood Advocacy.
- D. Cleaning and Graffiti Removal;

The petitioning effort resulted in a show of financial support by ratepayers who would pay at least 60% of the total special assessment revenues. Assessments will commence as of Jan 1st, 2022, or the effective date of this ordinance, whichever is later. The 15th Ave Business Improvement Area will be overseen by a Ratepayers Advisory Board, which would be broadly representative of the proposed ratepayers and stakeholders from the district.

2. CAPITAL IMPROVEMENT PROGRAM

- a. Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

- a. Does this legislation amend the Adopted Budget? ☐ Yes ☒ No
- b. Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
None.
- c. Is there financial cost or other impacts of *not* implementing the legislation?
None to the City. The 15th Ave Business Improvement Area is established as a revenue-neutral program.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?
Yes – the Department of Finance and Administrative Services (FAS), which administers the assessments for the BIAs. OED has worked in close coordination with FAS on this legislation package. FAS will collect the BIA assessments from its ratepayers. FAS holds the funds solely for the purpose of reimbursing the 15th Ave BIA for administering staffing, projects, and other costs associated with the BIA.
- b. Is a public hearing required for this legislation?
Yes. This resolution of intention establishes the date and place of the hearing, as required by RCW 35.87A.140.
- c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?
No.
- d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
Yes. This resolution must be published to give notice of the public hearing for the proposed Council Bill.
- e. Does this legislation affect a piece of property?
No.
- f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?

Please see the Council Bill and related documents proposing the Business Improvement Area for more information on this question.

- g. 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).**

Please see the Council Bill and related documents proposing the Business Improvement Area for more information on this question.

List attachments/exhibits below: