



SEATTLE CITY COUNCIL

Transportation and Seattle Public Utilities

Agenda

Tuesday, March 15, 2022

9:30 AM

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

Alex Pedersen, Chair
Dan Strauss, Vice-Chair
Lisa Herbold, Member
Tammy J. Morales, Member
Kshama Sawant, Member

Chair Info: 206-684-8804; Alex.Pedersen@seattle.gov

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<http://seattle.gov/cityclerk/accommodations>.



SEATTLE CITY COUNCIL
Transportation and Seattle Public Utilities
Agenda
March 15, 2022 - 9:30 AM

Meeting Location:

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

Committee Website:

<https://www.seattle.gov/council/committees/transportation-and-seattle-public-utilities>

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

Pursuant to Washington State Governor's Proclamation No. 20-28.15 and Senate Concurrent Resolution 8402, this public meeting will be held remotely. Meeting participation is limited to access by the telephone number provided on the meeting agenda, and the meeting is accessible via telephone and Seattle Channel online.

Register online to speak during the Public Comment period at the 9:30 a.m. Transportation and Seattle Public Utilities Committee meeting at <http://www.seattle.gov/council/committees/public-comment>.

Online registration to speak at the Transportation and Seattle Public Utilities Committee meeting will begin two hours before the 9:30 a.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 Councilmember Pedersen at Alex.Pedersen@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#

Please Note: Times listed are estimated

- A. Call To Order
- B. Approval of the Agenda
- C. Public Comment
- D. Items of Business

1. [CB 120271](#) **AN ORDINANCE relating to the John Lewis Memorial Bridge constructed under the Seattle Department of Transportation's Northgate Bridge and Cycle Track Project; accepting the Northgate Easement Agreement granted by the State of Washington, State Board for Community and Technical Colleges, on behalf of North Seattle College, dated February 28, 2019; accepting a Pedestrian Bridge Easement Agreement granted by the Central Puget Sound Regional Transit Authority, a regional transit authority, dated April 22, 2021; accepting the Trail Lease granted by the Washington State Department of Transportation, dated September 29, 2021; placing the real property interests conveyed by such easements and lease under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain prior acts. (This ordinance concerns portions of property in the west half of the Northwest quarter of Section 32, Township 26 North, Range 4 East, Willamette Meridian and the east half of the Northeast quarter of Section 31, Township 26 North, Range 4 East, Willamette Meridian.)**

Attachments: [Att A - Northgate Easement Agreement](#)
 [Att B - Pedestrian Bridge Easement Agreement](#)
 [Att C - Trail Lease](#)

Supporting
Documents: [Summary and Fiscal Note](#)
 [Summary Ex A - Map of Project Area](#)
 [Summary Ex B - Map of 1st Ave NE Protected Bike Lane and Multi-Use Path](#)
 [Central Staff Memo](#)
 [Presentation](#)

Briefing, Discussion, and Possible Vote

Presenter: Calvin Chow, Council Central Staff

2. [CB 120282](#) **AN ORDINANCE vacating a portion of the alley in Block 6, A.A. Denny's Second Addition, in the block bounded by University Street, 1st Avenue, Seneca Street, and 2nd Avenue, in Downtown, and accepting a Property Use and Development Agreement, on the petition of HS 2U Owner, LLC (Clerk File 314320).**

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

Supporting

Documents: [Summary and Fiscal Note](#)

[Summary Att A - Block 6 Vacation Area Map](#)

[Central Staff Memo](#)

[Presentation](#)

Briefing and Discussion

Presenters: Beverly Barnett, Seattle Department of Transportation (SDOT); Michael Jenkins, Executive Director, Seattle Design Commission; Murphy McCullough, Skanska Group; Lish Whitson, Council Central Staff

3. [CB 120281](#) **AN ORDINANCE granting BSOP 1, LLC, permission to construct, maintain, and operate a private parking area on East Howe Street, east of Fairview Avenue East, 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.**

Supporting

Documents: [Summary and Fiscal Note](#)

[Summary Att A - Private Parking Area Map](#)

[Summary Att B - Street Use Annual Fee Assessment](#)

[Central Staff Memo](#)

[Presentation](#)

Briefing and Discussion

Presenters: Amy Gray, SDOT; Detra Segar, East Howe Steps Steering Committee; Juliet Vong, HBB Landscape Architecture; Ian Morrison, McCullough Hill Leary, PS; Lish Whitson, Council Central Staff

4. Seattle Transportation Plan Outreach and Engagement Strategy

Supporting
Documents: [Presentation](#)

Briefing and Discussion

Presenters: Joanna Valencia and Jonathan Lewis, SDOT

E. Adjournment



Legislation Text

File #: CB 120271, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the John Lewis Memorial Bridge constructed under the Seattle Department of Transportation's Northgate Bridge and Cycle Track Project; accepting the Northgate Easement Agreement granted by the State of Washington, State Board for Community and Technical Colleges, on behalf of North Seattle College, dated February 28, 2019; accepting a Pedestrian Bridge Easement Agreement granted by the Central Puget Sound Regional Transit Authority, a regional transit authority, dated April 22, 2021; accepting the Trail Lease granted by the Washington State Department of Transportation, dated September 29, 2021; placing the real property interests conveyed by such easements and lease under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain prior acts. (This ordinance concerns portions of property in the west half of the Northwest quarter of Section 32, Township 26 North, Range 4 East, Willamette Meridian and the east half of the Northeast quarter of Section 31, Township 26 North, Range 4 East, Willamette Meridian.)
WHEREAS, as part of the Northgate Bridge and Cycle Track Project (the "Project"), the Seattle Department of

Transportation ("SDOT") constructed a pedestrian and bicycle bridge ("Bridge") that crosses over Interstate 5 in the Northgate area; and

WHEREAS, the Bridge connects North Seattle College at N 100th Street with Sound Transit's Link Light Rail Northgate Station (the "Northgate Station") and King County's Northgate Transit Center ("NTC") at 1st Avenue NE; and

WHEREAS, pursuant to Ordinance 126412, the Bridge was formally named the John Lewis Memorial Bridge; and

WHEREAS, as part of the Project, Seattle Department of Transportation constructed related mobility improvements, including a two-way protected bicycle lane along the west side of 1st Avenue NE between NE 92nd Street and NE 103rd Street, and a multi-use path along the east side of 1st Avenue NE between NE 103rd Street and NE Northgate Way and along a portion of NE 100th Street, and made

related safety improvements, including traffic signal upgrades, added crosswalks, bus stop relocations, and street reconfigurations; and

WHEREAS, portions of the Project lie within or adjacent to real property, public right-of-way, and transit infrastructure owned by North Seattle College, the Washington State Department of Transportation (“WSDOT”), and the Central Puget Sound Regional Transit Authority (“Sound Transit”); and

WHEREAS, the Project required the negotiation and execution of easements with North Seattle College and Sound Transit and an airspace lease with WSDOT, which allow the City to construct, maintain, and operate the Bridge and related improvements constructed as part of the Project on North Seattle College, WSDOT, and Sound Transit property; and

WHEREAS, the Project provides pedestrians and bicyclists a safer and faster route for crossing Interstate 5, thereby increasing the safety of the public by separating motor vehicle traffic from pedestrians and cyclists; increases public access to the Northgate Station and the NTC, the largest facility in the King County Metro system; and connects Northgate’s retail center, employment destinations, and residences to reliable transportation through beautifully designed infrastructure and public spaces that will enhance the transportation experience and facilitate Northgate’s continued growth; and

WHEREAS, the Project also brings together historically divided North Seattle neighborhoods and provides new connections for people walking, rolling, biking, and taking transit, and with Sound Transit’s Northgate, Roosevelt, and U District Link Light Rail stations now operational, the public has expanded safe, affordable, and accessible options for traveling across the region that position Northgate to become one of the region’s most active transit hubs; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Northgate Easement Agreement granted to The City of Seattle by the Washington State Board for Community and Technical Colleges, on behalf of North Seattle College, dated February 28, 2019, and recorded under King County Recording Number 20190725000613, attached as Attachment A and

incorporated into this ordinance, is hereby accepted for the purpose of constructing, maintaining, operating, and repairing the Bridge and related improvements.

Section 2. The Pedestrian Bridge Easement Agreement granted to the City by the Central Puget Sound Regional Transit Authority, a regional transit authority, dated April 22, 2021, recorded under King County Recording Number 20210511001975, as modified for recording to conform with State law, attached as Attachment B and incorporated into this ordinance, is hereby accepted for the purpose of constructing, maintaining, operating, and repairing the Bridge and related improvements.

Section 3. The Trail Lease granted to the City by the Washington State Department of Transportation, dated September 29, 2021, attached as Attachment C and incorporated into this ordinance, is hereby accepted for the purpose of constructing, maintaining, operating, and repairing the Bridge and related improvements.

Section 4. The real property interests conveyed to the City under the Northgate Easement Agreement, the Pedestrian Bridge Easement Agreement, and the Trail Lease are hereby placed under the jurisdiction of Seattle Department of Transportation.

Section 5. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby 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 the City Council the _____ day of _____, 2022, and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this ____ day of _____, 2022.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment A - Northgate Easement Agreement

Attachment B - Pedestrian Bridge Easement Agreement

Attachment C - Trail Lease



20190725000613

EASEMENT Rec: \$1111.50
7/25/2019 10:35 AM
KING COUNTY, WA

Upon Recording,
Please Return To:

Seattle Department of Transportation
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Amanda Tse/Mary Jung

EXCISE TAX NOT REQUIRED

King Co. Records Division

By [Signature], Deputy

NORTHGATE EASEMENT AGREEMENT

Reference #s of Documents Released or Assigned: none
Grantor: State of Washington, State Board for Community and
Technical Colleges
Grantee: The City of Seattle, a Municipal Corporation of the
State of Washington
Legal Description (abbreviated): ... Ptn of THOSE PORS OF E ½ SEC 31-26-04 OF W
½ SEC 32-26-04; LOTS 8 THRU 14 MERIDIAN
AVE ACRES OF BLK 2 HAWKES ADD; OF BLK
2 ERICKSONS IMPROVED ADD OF BLKS 1
THRU 7 BURKE & FARRARS LICTON SPRINGS
GARDENS; OF HOMELAND ADD AND OF
PHILLIPS ADD LY W OF PRIMARY ST HWY #1
S OF N 103RD ST; EAST OF COLLEGE WAY N
(BURKE AVE) & N OF N 92ND ST; TGW ALL
VACATED STS LY WITHIN LY WLY OF PSH #1,
King County, WA
Assessor's Tax Parcel ID#: Portion of 322604-9021

T2014-52A

RECITALS

A. The City of Seattle (City) wishes to develop a pedestrian bridge over Interstate 5 (I-5) with a linking trail to improve connections within the Northgate community. This project is herein referred to as the "Bridge and Trail Project."

B. The pedestrian bridge would connect a future light rail station on the east side of I-5 to the property of the State of Washington, State Board for Community and Technical Colleges (SBCTC), held on half of the North Seattle College (NSC) on the west side of I-5.

C. The pedestrian trail would extend from the bridge landing on the west side of I-5 across the SBCTC's property that is part of the NSC campus to College Way N. and N. 100th Street.

D. The SBCTC and the City have agreed to following terms, conditions, and covenants of this Northgate Easement Agreement (Easement) for an easement across the land of the SBCTC for this Bridge and Trail Project.

1. Grant of Easement and Description. State of Washington, State Board for Community and Technical Colleges, on Behalf of North Seattle College (Grantor), for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, hereby convey(s) and warrant(s) to the City of Seattle, on behalf of the Seattle Department of Transportation (Grantee), a bike and pedestrian path and aerial bridge easement (Easement) over, under, through, across, and along the following described property hereinafter "Easement Area" in Seattle, King County, Washington:

EASEMENT AREA DESCRIBED IN EXHIBIT "A" ATTACHED, WHICH IS A PORTION OF THE LARGER PROPERTY DESCRIBED IN EXHIBIT "B".

The term "Easement Area" used in the Easement includes, without limitation, all facilities, improvements, and fixtures of any nature that are present in or on the Easement Area at any time during the duration of the Easement.

2. Purpose of Easement and Grantee Rights.

- a.** Grantee shall have the right to use the Easement Area for the purpose of constructing, installing, reconstructing, repairing, maintaining, improving, replacing, and operating a bike and pedestrian path and aerial bridge, columns, foundations, drainage systems, retaining walls, slopes, lighting/illumination, bike/pedestrian signal systems, landscaping, irrigation systems, utility and franchise utilities subject to all applicable municipal, local, state, and federal codes, laws, and regulations and all necessary connections and appurtenances thereto including, but not limited to water, sanitary sewer and storm drainage systems, gas and electrical systems, vaults, meters, manholes, hydrants, and communication cables.
- b.** Grantee shall have the right to enter the Easement Area to remove impediments and alter said area as required for the above purpose, together with the right to inspect and to construct, maintain, repair and replace aerial structures within the Easement Area.
- c.** Grantee shall have the right to access the Easement Area across Grantor's property to enable Grantee to exercise its rights under this Easement.
- d.** Grantee shall have the right to access adjacent SBCTC property in addition to that depicted in Exhibit "A", as determined by the Grantee, for the purpose of removing and/or trimming trees and vegetation that are within ten (10) feet of the bike and pedestrian path and the aerial bridge which otherwise pose a risk or danger related to the use of the bike and pedestrian path and bridge.

- e. Grantee shall have the right to access adjacent SBCTC property in addition to that depicted in Exhibit "A", as determined by the Grantee, for the purpose of wetland mitigation activities, including any maintenance or monitoring required under permits for the Bridge and Trail Project.

3. **Grantee's Obligations to Coordinate Access and Repair Damage.** The Grantee shall minimize, to the extent reasonably practical, any interference with NSC operations from its use of the Easement Area and its access to the SBCTC property outside of the Easement Area. Prior to and during such access, Grantee shall coordinate with the NSC any access to minimize such interference. Grantee shall repair any damage(s) to Grantor's property resulting from such Grantee's access and compensate Grantor for any cost(s) Grantor reasonably incurs resulting from such damage(s) and the value of any residual damage(s) that Grantee is unable to reasonably cure.

4. **Grantee's Exclusive Obligation to Maintain and Repair the Easement Area.** Except insofar as Grantor through an affirmative act of negligence or willful misconduct causes damage to the Easement Area, Grantee shall have the exclusive obligation at its sole expense to maintain and repair the Easement Area so as to provide usable and safe conditions in compliance with all applicable codes, laws, and regulations during the term of this Easement and Grantor shall have no obligation to maintain or repair the Easement Area. Subject to this exception, for purposes of the Indemnification below, no negligence of Grantor may be predicated directly or indirectly on the Grantor's alleged acts or omissions with respect to maintenance or repair of the Easement Area, including without limitation the presence of leaves, roots, debris, fallen vegetative material, overhanging branches, and overgrown vegetation in the Easement Area.

5. **Grantor's Right to Use of Easement Area.** Grantor shall retain the right to use said Easement Area so long as said use does not unreasonably interfere with the Easement rights being conveyed herein. In no event may Grantor construct permanent structures or store flammable, explosive, or hazardous materials within the Easement Area. No obstructions of any kind shall be allowed within five (5) feet of Grantee's aerial bridge or appurtenances thereto. The Grantor shall make no use of the Easement Area above the aerial bridge structure, or within five (5) feet from the bottom of the aerial bridge structure.

6. **Term and Non-use Resulting in Termination.** This Easement shall be effective upon the date of its mutual execution by the parties. Thereafter, this Easement shall remain in effect for so long as it is used for the purposes described herein. Among other conditions of non-use that may result in termination, non-use that results in termination shall be deemed to have conclusively occurred if authorized use ceases for a period greater than twenty-four (24) months without a fixed and determined plan approved by the Seattle City Council to resume authorized use within thirty-six (36) months. Provided, the Grantor will not unreasonably withhold consent to an extension if timely requested prior to the deadline and reasonably required due to a disaster or force majeure event for which the City is not responsible. Upon termination, the Grantee must restore the Easement Area to the

condition insofar as practicable that existed prior to effective date of this Easement; provided, the Grantor may waive such restoration requirement as to the entire Easement Area or any part thereof or facility thereon. Grantee intends to commence construction in 2019; however, delay in commencement of construction shall not be deemed to be non-use resulting in termination.

7. **Indemnification.** To the fullest extent permitted by law, including RCW 35.32A.090, Grantee shall indemnify and defend with counsel appointed as a special assistant attorney general and save Grantor harmless from and against any and all liability, loss, damage, expense, actions and claims, resulting or arising in part or whole, directly or indirectly from any use or condition of the Easement Area or from any act or omission relating to the Easement Area of the Grantee, its employees, or agents for whom it is vicariously liable. Grantee shall pay Grantor's attorney's fees and/or legal costs and expenses only if Grantor incurs attorney's fees and/or legal costs and expenses as a result of Grantee's breach of its obligation to defend under this Easement Agreement. Provided, nothing herein shall require the Grantee to defend or indemnify the Grantor against and hold harmless the Grantor from claims, demands or suits based solely upon the negligence of the Grantor, its employees and/or agents for whom the Grantor is vicariously liable. Provided further, if such claims or suits are caused by or result from the concurrent negligence of (a) the Grantee, its employees and/or agents for whom it is vicariously liable and (b) the Grantor, its employees and/or agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the negligence of the Grantee, its employees, and/or agents for whom it is vicariously liable.

8. **Cost-Sharing for Increased Parking Costs to NSC.** To minimize reasonably anticipated or experienced impacts to the NSC lot adjacent to the Easement Area, the NSC shall have the option to purchase and install new parking infrastructure or parking control equipment for use in this parking lot. The Grantee shall reimburse the Grantor for 50 percent of the total reasonable costs and expenses of such purchase and installation (if any) or \$300,000, whichever is less, provided the Grantor invoices Grantee for its share of such purchase and installation costs no later than three years after the opening of the bike and pedestrian path and aerial bridge. Grantee shall pay such reimbursement within ninety (90) days following the NSC's submission of an invoice identifying such costs and expenses. The parties agree to binding arbitration of any dispute under this section as provided for below.

9. **Mediation of Disputes.** Except as otherwise provided in this Easement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in a mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation shall precede any action in arbitration, or any other judicial or quasi-judicial tribunal, except as provided in this easement. Nothing in this easement shall be construed to limit

the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a dispute resolution board, or arbitration.

10. Arbitration of Disputes. In the event that a dispute should arise under this Easement, the dispute shall be submitted to arbitration in the following manner:

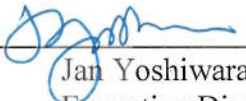
- a. The party seeking arbitration shall submit to the other party a statement of the issue(s) to be arbitrated and shall designate such party's nominated arbitrator.
- b. The responding party shall respond with any additional or counter statement of the issue(s) to be arbitrated and shall designate the such party's nominated arbitrator within fourteen (14) days of receipt of the initial notice.
- c. The two arbitrators thus nominated shall proceed promptly to select a third arbitrator.
- d. The arbitrators shall, as promptly as the circumstances allow and within a time established by a majority vote of the arbitrators, conduct a hearing on the issues submitted to them, and shall render their decision in writing.
- e. Any decision as to procedure or substance made by a majority of the arbitration panel shall be binding.
- f. A decision by a majority of the arbitrators on any issue submitted shall be the decision of the arbitration panel as to that issue.
- g. The arbitrators have authority to award costs to either party in accordance with the merits and good faith of the positions asserted by the parties.
- h. In lieu of appointing three arbitrators in the manner set forth above, the parties may, by agreement, designate a single arbitrator.
- i. Except as provided herein, the arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association and the statutes of the State of Washington pertaining to binding arbitration.

11. Grantee Responsible for ADA Compliance and Liability. Grantee shall have exclusive responsibility to construct and maintain all improvements, facilities, and other aspects of the Easement Area in compliance with the Americans with Disabilities Act including any amendments, Section 504 of the Rehabilitation Act including any amendments, and any similar state law requirements, except insofar as Grantor through an affirmative act of negligence or willful misconduct causes damage to the Easement Area that causes a violation of any of the above legal requirements. Grantee shall not be responsible for construction, maintenance, or compliance with the ADA or Section 504 of

the Rehabilitation Act for any improvements or facilities outside of the Easement Area or for any improvements or facilities that Grantor constructs within the Easement Area.

12. Running Covenant and Binding Effect. This easement shall be a covenant running with the land and shall forever bind Grantor and its successors and assigns and the Grantee and its successors and assigns.

STATE OF WASHINGTON, State Board for Community and Technical Colleges, on behalf of North Seattle College

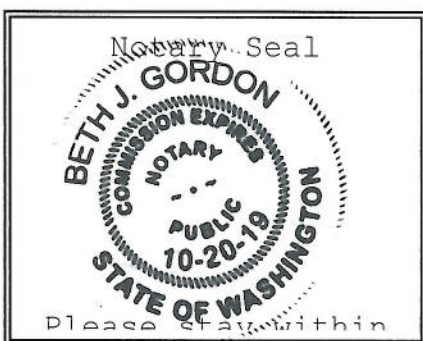
By: 
Name: Jan Yoshiwara
Its: Executive Director

Signed this 28 day of February, 2019

STATE OF WASHINGTON)
)
County of Thurston)

On this 28th day of February, 2019, before me personally appeared JAN YOSHIWARA, to me known to be the person authorized to execute the Instrument and acknowledged it as the **EXECUTIVE DIRECTOR of the State Board for Community and Technical Colleges, on behalf of North Seattle College**, to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned in the Instrument.

GIVEN under my hand and official seal the day and year last above written.



Beth J. Gordon
Notary (print name) Beth J. Gordon
Notary Public in and for the State of Washington,
residing at Thurston County
My Appointment expires 10-20-19

EXHIBIT A
PEDESTRIAN BRIDGE AND WALKWAY EASEMENT

LEGAL DESCRIPTION:

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

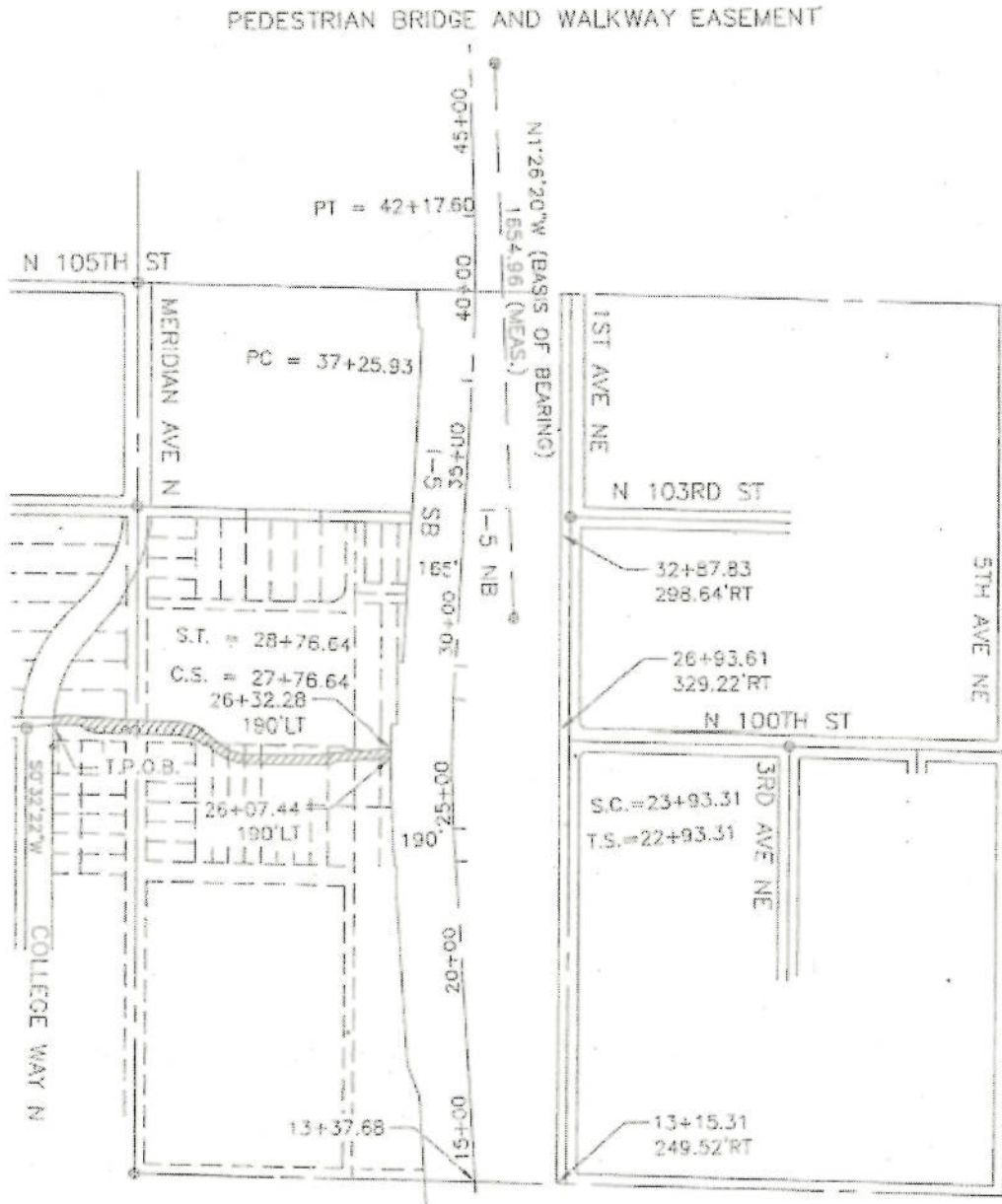
COMMENCING AT THE FOUND MONUMENT AT THE CENTERLINE OF N 100TH STREET AND COLLEGE WAY;
THENCE NORTH 85°34'28" EAST 81.43 FEET TO THE EASTERLY MARGIN OF COLLEGE WAY AND THE TRUE POINT OF BEGINNING;
THENCE FOLLOWING SAID MARGIN NORTHERLY ALONG A CURVE TO THE RIGHT THE CENTER OF WHICH BEARS SOUTH 88°03'44" EAST 390.79 FEET, THROUGH A CENTRAL ANGLE OF 4°12'06" FOR AN ARC LENGTH OF 28.66 FEET;
THENCE SOUTH 88°40'50" EAST 59.90 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 813.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 4°51'28" FOR AN ARC LENGTH OF 68.93 FEET;
THENCE SOUTH 83°49'22" EAST 83.01 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 787.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 4°26'47" FOR AN ARC LENGTH OF 61.07 FEET;
THENCE SOUTH 88°16'09" EAST 92.08 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 183.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 41°02'57" FOR AN ARC LENGTH OF 131.11 FEET;
THENCE SOUTH 47°13'12" EAST 8.90 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 157.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 41°02'57" FOR AN ARC LENGTH OF 112.48 FEET;
THENCE SOUTH 88°16'09" EAST 79.29 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1,187.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 5°25'36" FOR AN ARC LENGTH OF 112.42 FEET;
THENCE NORTH 86°16'37" EAST 237.21 FEET TO THE WESTERLY MARGIN OF SR 5 SEATTLE FREEWAY AT A POINT 190.00 FEET LEFT OF CENTERLINE STATION 26+32.28;
THENCE SOUTHERLY ALONG SAID MARGIN ALONG A CURVE TO THE LEFT THE RADIUS OF WHICH BEARS SOUTH 89°03'58" EAST 4,009.72 FEET THROUGH A CENTRAL ANGLE OF 00°22'21" FOR AN ARC LENGTH OF 26.08 FEET TO A POINT 190.00 FEET LEFT OF CENTERLINE STATION 26+07.44;
THENCE SOUTH 86°06'36" WEST 33.12 FEET;

THENCE SOUTH 72°22'17" WEST 12.95 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING
A RADIUS OF 30.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 27°51'56" FOR AN ARC LENGTH OF
14.59 FEET;
THENCE NORTH 79°45'47" WEST 12.95 FEET;
THENCE SOUTH 86°18'15" WEST 103.06 FEET;
THENCE SOUTH 54°09'07" WEST 10.10 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING
A RADIUS OF 10.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 36°32'35" FOR AN ARC LENGTH OF
6.38 FEET;
THENCE NORTH 89°18'17" WEST 120.08 FEET TO A POINT OF CURVATURE TO THE RIGHT
HAVING A RADIUS OF 1,213.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 1°53'07" FOR AN ARC LENGTH OF
39.91 FEET;
THENCE NORTH 88°16'09" WEST 79.29 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING
A RADIUS OF 183.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 41°02'57" FOR AN ARC LENGTH OF
131.11 FEET;
THENCE NORTH 47°13'12" WEST 8.90 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A
RADIUS OF 157.00 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 2°50'27" FOR AN ARC LENGTH OF
7.78 FEET;
THENCE SOUTH 46°13'55" WEST 7.79 FEET PERPENDICULAR TO A CURVE TO THE LEFT HAVING
A RADIUS OF 84.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°32'21" FOR
AN ARC LENGTH OF 35.98 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A
RADIUS OF 193.75 FEET;
THENCE ALONG SAID CURE THROUGH A CENTRAL ANGLE OF 20°04'39" FOR AN ARC LENGTH OF
67.89 FEET;
THENCE NORTH 88°24'50" WEST 228.28 FEET;
THENCE NORTH 74°33'57" WEST 48.86 FEET;
THENCE NORTH 2°39'23" EAST 6.15 FEET;
THENCE NORTH 88°35'48" WEST 85.03 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 31,899 SQUARE FEET, MORE OR LESS.

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





Seattle
Department of
Transportation

NW 1/4 SECTION 32,
TWP 26 N, RGE 4 E, W.M.

SCALE: 1" = 500' FILE: \18422-SPU EXH.DWG DATE: 1/8/19 WRH PROJ. NO.: 18422.12

EXHIBIT B

LEGAL DESCRIPTION OF THE NORTH SEATTLE COLLEGE PROPERTY – KING COUNTY PARCEL NO. 322604-9021

THOSE PORTIONS OF THE EAST ½ OF SECTION 31, TOWNSHIP 26 NORTH, RANGE 4 EAST AND OF THE WEST ½ OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 4 EAST, CONSISTING OF LOTS 8 THROUGH 14 MERIDIAN AVENUE ACRES OF BLOCK 2 HAWKES ADDITION; OF BLOCK 2 OF ERICKSON'S IMPROVED ADDITION; OF BLOCK 1 THROUGH 7 BURKE AND FARRAR'S LICTON SPRINGS GARDENS; OF HOMELAND ADDITION; AND OF PHILLIPS ADDITION LYING WEST OF PRIMARY STATE HIGHWAY (PSH) #1, SOUTH OF NORTH 103RD STREET; EAST OF COLLEGE WAY NORTH (BURKE AVENUE) AND NORTH OF 92ND STREET; TOGETHER WITH ALL VACATED STREETS LYING WITHIN AND WESTERLY OF PSH #1.

Record Date:5/11/2021 3:46 PM

Electronically Recorded King County, WA

Return Address:

Seattle Department of Transportation

700 5th Ave, Suite #3900

Seattle, WA 98104

Attn: Eric Strauch

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)1. Pedestrian Bridge Easement Agreement 2. _____

3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document , I am rerecording this document because of margin errors on instrument # 20210505002682

Grantor(s) Exactly as name(s) appear on document1. Central Puget Sound Regional Transit Authority , _____

2. _____ , _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document1. The City of Seattle , _____

2. _____ , _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Shown on page 1 of 18

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

Assessor Tax # not yet

assigned 322604-9577

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."Barret Aldrich Signature of Requesting Party**Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements**



SDOT Ped Bridge Permanent Easement_041221_Legal signed_RON.pdf

DocVerify ID: 13BFB885-9F4D-4BC6-B557-BF15A56C00B4
Created: April 14, 2021 12:22:41 -8:00
Pages: 18
Remote Notary: Yes / State: WA

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E-Signature Summary

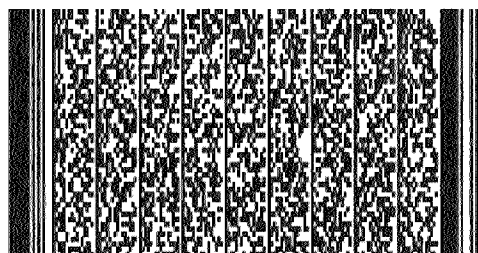
E-Signature 1: Kimberly A Farley (KAF)

April 14, 2021 13:06:02 -8:00 [B075CEEFFE56] [73.239.251.202]
kimberly.farley@soundtransit.org (Principal) (Personally Known)

E-Signature Notary: Amy Lewis (amy)

April 14, 2021 13:06:02 -8:00 [325080AD9EE6] [75.172.143.70]
amy.lewis@contractlandstaff.com

I, Amy Lewis, did witness the participants named above electronically sign this document.



DocVerify documents cannot be altered or tampered with in any way once they are protected by the DocVerify VeriVault System. Best viewed with Adobe Reader or Adobe Acrobat.
All visible electronic signatures contained in this document are symbolic representations of the persons signature, and not intended to be an accurate depiction of the persons actual signature as defined by various Acts and/or Laws.

AFTER RECORDING RETURN TO:

Seattle Department of Transportation
Attn: Eric Strauch
700 5th Ave, Suite #3900, Seattle, WA 98104
Phone: 206-233-7208
Email: Eric.strauch@seattle.gov

Seattle Department of Transportation
P.O. Box 34996, Seattle, WA 98124

Document Title: Pedestrian Bridge Easement Agreement

Grantor: Central Puget Sound Regional Transit Authority

Grantee: The City of Seattle

Legal description: E 103.96 FT OF W 133.96 FT OF S 530 FT OF N 560 FT OF SW 1/4 OF NE 1/4 OF NW 1/4 STR 32-26-04 AND THE W 103.96 FT, MEAS FR E MGN OF 1ST AVE NE, OF LOT A, SEATTLE BLA# 8801045 REC# 8908150721, TGW POR VAC NE 100TH ST ADJ AS VACATED UNDER SEATTLE ORD # 114943;TGW POR NW 1/4 OF NE 1/4 OF NW 1/4 STR 32-26-04 DAF: BEG AT NXN OF THE E MGN OF 1ST AVE NE AND N MGN OF NE 103RD ST; TH N 00-36-30 E ALG SD E MGN 20 FT; TH S 54-55-41 E 18.19 FT; TH S 88-16 18 E PLW SD N MGN 20 FT; TH S 00- 36-30 W PLW SD E MGN 10 FT TO SD N MGN; TH N 88-16-18 W ALG SD N MGN 35 FT TO POB PER REC# 20180723001450

Assessor's Property Tax Parcel Number: 3226049577

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PEDESTRIAN BRIDGE EASEMENT AGREEMENT

This Pedestrian Bridge Easement Agreement (this "Agreement") is made this 2nd day of April, 2021, between Central Puget Sound Regional Transit Authority, a Regional Transit Authority under the laws of the State of Washington, hereinafter referred to as "Grantor" or "Sound Transit", and The City of Seattle, by and through its Department of Transportation (SDOT), hereinafter referred to as "Grantee".

RECITALS

- A. Sound Transit is a regional transit authority authorized by Chapter 81.104 and 81.112 RCW and a vote of the people to implement a high capacity transportation system.
- B. Sound Transit owns certain real property legally described on **Exhibit A** hereto (the "Property").
- C. Sound Transit has constructed portions of the Link Light Rail System and related transit station improvements on the Property, including its Northgate Link Light Rail Station (the "Northgate Station").
- D. Grantee has constructed a pedestrian bridge (the "Pedestrian Bridge") that directly abuts the Northgate Station, the purpose of which is to provide pedestrian and bicycle access to the Northgate Station from across the adjacent Interstate-5 corridor. The Pedestrian Bridge is owned by Grantee and, per that certain 'Funding and Cooperative Agreement' by and between Grantee and Sound Transit dated March 3, 2020, shall be fully maintained by Grantee until such time as the Pedestrian Bridge is removed.
- E. Sound Transit has agreed to grant certain easement rights over the Property to Grantee for the location and maintenance of the Pedestrian Bridge in the area depicted and described on **Exhibit B**, including public access rights, air rights to accommodate the bridge structure, and both surface rights and subsurface rights to accommodate the grounded pier on the Property. Detailed drawings of the Pedestrian Bridge components and elevations are attached as **Exhibit C**.
- F. Sound Transit and Grantee agree that providing public access to Northgate Station is of mutual benefit to both parties and that, therefore, no monetary consideration need be exchanged in connection with the easement rights granted herein.

AGREEMENT

THEREFORE, in consideration of the mutual benefits to be derived and in consideration of the performance of the covenants, terms and conditions hereinafter set forth, Sound Transit hereby grants and conveys to Grantee the following easement:

A non-exclusive easement (the "Easement") upon, over, and across the portion of the Property depicted and described on Exhibit B hereto (the "Easement Area")

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for the purposes and uses listed below, together with the right of ingress to and egress from the Property.

The Easement is granted subject to and conditioned upon the following terms, conditions and covenants:

1. Purposes. Grantee shall use the Easement for the purpose of providing members of the general public with pedestrian and bicycle access across the Property to and from the Northgate Station. Grantee shall have air rights over and across the Property for construction, maintenance, operation, use, repair, and replacement of the Pedestrian Bridge structure, including without limitation the bridge decks, hand rail, and slide plates and all components appurtenant thereto as depicted on Exhibit B hereto. Grantee shall have surface rights and subsurface rights for construction, maintenance, operation, use, repair, and replacement of the Pedestrian Bridge's grounded pier as depicted on Exhibits B. Grantee shall not use the Property for any other purpose whatsoever.

2. Use of Easement Area. The following conditions apply to Grantee's occupancy, use, and operations in the Easement Area:

- a. The Pedestrian Bridge shall be constructed and maintained solely within the areas and elevations depicted on Exhibits B and C hereto.
- b. Grantee shall not construct or maintain any permanent structures upon or within the Easement Area other than the Pedestrian Bridge as the same is depicted on Exhibits B and C.
- c. Grantee's use of the Easement Area shall at all times be designed to minimize interference with the normal and safe operations of the Northgate Station, as it now operates and may operate in the future.
- d. Grantee will not permit any party to enter or use the Easement Area for the purpose of repairs, maintenance, or replacement other than Grantee's duly authorized representatives, employees, agents, contractors, and subcontractors (collectively "Representatives"). Grantee will be responsible for its Representatives' compliance with the terms of this Agreement at all times.
- e. Grantee shall provide Sound Transit with written notice of any planned activities within the Easement Area at least thirty (30) calendar days prior to commencing such activities. In the event of an emergency requiring urgent action by Grantee, Grantee shall provide notice to Sound Transit of any potentially disruptive activities within the Easement Area as soon as practicable. Grantee shall provide notice to Sound Transit's Property Management Department by calling 206.398.5152 or via email at

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propertymanagement@soundtransit.org or to such other individual as Sound Transit may subsequently identify in writing to Grantee.

- f. In the event Grantee needs to perform any major repairs, construction, or maintenance in the Easement Area, Grantee shall perform such repairs, construction, or maintenance using either a licensed contractor or Grantee's own forces, and shall coordinate its work schedule with Sound Transit's Property Management Department and Operations Department. Prior to commencing any such work, Grantee shall submit a work plan to Sound Transit for prior approval. Approval of Grantee's work plan shall not be unreasonably withheld, conditioned, or delayed. If the work will be performed by a licensed contractor, Grantee shall require its contractor to sign Grantor's Contractor's Right of Entry Agreement and return the signed original to Sound Transit. Grantee can obtain the Contractor's Right of Entry Agreement from Property Management. Grantee will be responsible for its contractor's compliance with the terms of such Right of Entry Agreement.
- g. Grantee shall be responsible to contact one-number locator service and Sound Transit's Facilities Operations at 206.398.5155 to locate existing underground utilities, transmission lines, and private fiber optics communications lines. Grantee shall be responsible for any damage to any utility caused by Grantee or its Representatives in violation of RCW Chapter 19.122.
- h. Grantee shall be solely responsible for the maintenance, inspection and repair of the Pedestrian Bridge and all appurtenances thereto in the Easement Area on the Property. Grantee will maintain the Pedestrian Bridge in a state of good repair and efficiency so as to avoid damage to the Property. Grantee shall be responsible for and promptly repair any damage to the Property as a result of Grantee's use of the Easement.
- i. Grantee shall not park vehicles or store materials or equipment in the Easement Area; provided, however, that Grantee may store materials or equipment to the extent reasonably necessary or appropriate during performance of maintenance and repair.
- j. General purpose vehicular access/egress shall be maintained at all times to Sound Transit's facilities and operations during any use by Grantee of the Easement Area.
- k. Grantee shall conduct its activities on the Easement Area in a safe manner.
- l. In the event Grantee disturbs or damages the Easement Area, Grantee shall at its sole cost repair or restore the surface of the Easement Area to as good or better condition as existed before such disturbance or damage.

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2. Non-Exclusive. Sound Transit reserves the right to grant other non-exclusive easements, franchises and/or permits across Sound Transit's property; provided, that such easements, franchises or permits shall not permit uses that unreasonably interfere with Grantee's authorized use of the Property and Easement Area under this Agreement or unduly impact Grantee's ability to perform maintenance and repair operations on the Pedestrian Bridge and appurtenances thereto.
3. Insurance. For so long as the Easement remains in effect, Grantee shall maintain, and, in the event of Grantee's construction or repair within the Easement Area, cause its general contractor to maintain, commercial general liability insurance, including riggers liability, if applicable, on an occurrence basis, insuring against claims for personal injury (including, without limitation, bodily injury or death), property damage liability and such other loss or damage from such causes of loss as are embraced by insurance policies of the type known as "Commercial General Liability Insurance," with a combined single limit of not less than \$2,000,000 per occurrence. The commercial general liability insurance shall contain coverage for all premises and operations, broad form property damage and contractual liability (including, to the extent available that specifically assumed herein). The commercial general liability insurance policy required hereunder is intended to cover claims arising out of Grantee's, its general contractor's, and their agents, contractors, employees, licensees, lessees, or subcontractors use of the Property under this Easement and shall (i) name, as an additional insured, Sound Transit and such other parties with an interest in the Property reasonably requested by Sound Transit and (ii) be issued by reputable insurance companies authorized to do business in the State of Washington. Such commercial general liability insurance policy shall be issued as a primary and noncontributory policy only with respect to claims arising out of Grantee's and its agents, contractors, employees, licensees, lessees, or subcontractors use of the Property under this Easement and waive its rights of Subrogation. Upon request, Grantee shall furnish Sound Transit a Certificate of Insurance (COI) and Additional Insured, Primary & Non-Contributory and Waiver of Subrogation Endorsement(s) evidencing that the insurance as required herein is being maintained. The insurance may be maintained in the form of blanket policy covering other locations or other insureds; provided such blanket policy specifically names the Property and the insureds required hereunder and shows the required limits of coverage. Sound Transit reserves the right to reasonably modify the required insurance coverage to reflect the then-current risk management practices and underwriting practices in the insurance industry.
4. Indemnification. To the extent permitted under Washington law, Grantee shall defend, indemnify and hold harmless Sound Transit and its successors, assigns, agents, contractors, subcontractors, tenants, licensees, invitees, and employees (collectively, the "Indemnified Parties") from and against any and all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees) arising out of or resulting from the use of the Property and/or the Easement Area by Grantee and/or its successors, assigns, agents, contractors, subcontractors, employees, guests, invitees, and licensees; provided, however, an Indemnified Party shall not be indemnified to the extent that any such claims, demands, losses, liabilities,

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damages, actions, proceedings, expenses and costs are suffered or incurred by such Indemnified Party as a result of the negligence or willful misconduct of such Indemnified Party, and the foregoing defense, indemnity and hold harmless obligation shall not extend to, and in no event shall Grantee be liable for, any pre-existing hazardous substances in, on or under the Property. Solely for the purpose of effectuating the indemnification obligations hereunder, and not for the benefit of any third parties (including employees of the parties), each party specifically and expressly waives any immunity that may be granted it under applicable federal, state or local worker compensation acts or other employee benefit acts. The parties acknowledge that the foregoing waiver has been specifically and mutually negotiated between the parties.

5. Representations. Grantee will exercise its rights under this Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee expressly acknowledges that Sound Transit makes no guarantees, warranties or representations as to the safety or suitability of the Property for the uses authorized under this Agreement. Grantee acknowledges that Grantee is using the Property in an "as-is and where-is" condition, with all faults and defects, latent and otherwise, and shall assume the risks that adverse physical conditions may not have been revealed by its investigation.
6. Entire Agreement. This Agreement supersedes any prior agreements, arrangements and understandings relating to the subject matter of this Agreement.
7. Amendment. This Agreement may not be amended or modified except in writing signed by each of the parties hereto.
8. Counterparts. This Agreement may be executed in counterparts, which, when taken together, shall constitute one Agreement. However, this Agreement shall not be effective unless and until all counterpart signatures have been obtained.
9. Governing Law. This Agreement shall be governed by the laws of the State of Washington without regard to the conflict of law provisions therein.
10. Venue. Venue for any action pertaining to this Agreement will be in King County Superior Court, Seattle, King County, Washington.
11. Authorized Signature. Each party to this Agreement warrants and represents to the other parties that the individual signing this Agreement on behalf of such party has been duly authorized to execute this Agreement.
12. Covenants Run with the Land. The terms and conditions of this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, and legal representatives.
13. Survival. The obligations set forth in Section 4 shall survive termination of this Agreement.

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14. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use and maintain the Easement Area for the purposes defined herein for a period of three (3) successive years. In such event, the Easement shall terminate along with all rights hereunder, and any improvements remaining in the Easement Area shall revert to or otherwise become the property of Sound Transit.

[Signature Page Follows]

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In witness whereof, the parties have executed this Agreement as of the date set forth above.

SOUND TRANSIT

CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY

By:  _____
2021.04.12 15:28:26 -0700

Print Name: Kimberly Farley


Title: Chief System Officer

Approved as to Form for Grantor:

By: Paul Moomaw Digitally signed by Paul Moomaw
Date: 2021.04.12 15:28:26 -0700
Name Senior Legal Counsel

GRANTEE

THE CITY OF SEATTLE, by and through THE
DEPARTMENT OF TRANSPORTATION

By:  _____

Print Name: Sam Zimbabwe

Title: SA Director

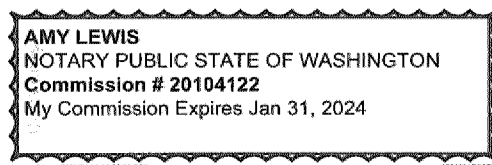
(ACKNOWLEDGEMENT FOR GRANTOR)

STATE OF WASHINGTON)
) ss.
County of King)

On this 14th day of April, 2021, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared KIMBERLY FARLEY to me known to be the CHIEF SYSTEM OFFICER of CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority, the authority that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

This notarial act involved the use of communication technology.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.



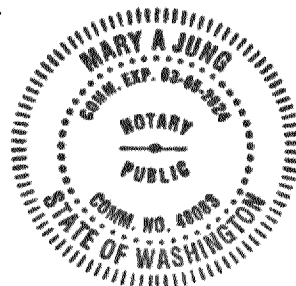
Amy Lewis Notary Public in
and for the State of Washington, residing at King County
My appointment expires January 31, 2024

(ACKNOWLEDGMENT FOR GRANTEE)

STATE OF WASHINGTON)
) ss.
County of King)

On this 22nd day of April, 2021, before me personally appeared Sam Zimbalove to me known to be the Director of THE CITY OF SEATTLE, DEPARTMENT OF TRANSPORTATION, the authority that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority 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 the day and year in this Certificate first above written.



Mary A. Jung Notary Public in
and for the State of Washington, residing at Seattle, WA
My appointment expires March 5, 2024

EXHIBIT A
LEGAL DESCRIPTION OF SOUND TRANSIT'S PROPERTY

Parcel # 3226049577

E 103.96 FT OF W 133.96 FT OF S 530 FT OF N 560 FT OF SW 1/4 OF NE 1/4 OF NW 1/4 STR 32-26-04 AND THE W 103.96 FT, MEAS FR E MGN OF 1ST AVE NE, OF LOT A, SEATTLE BLA# 8801045 REC# 8908150721, TGW POR VAC NE 100TH ST ADJ AS VACATED UNDER SEATTLE ORD # 114943;TGW POR NW 1/4 OF NE 1/4 OF NW 1/4 STR 32-26-04 DAF: BEG AT NXN OF THE E MGN OF 1ST AVE NE AND N MGN OF NE 103RD ST; TH N 00-36-30 E ALG SD E MGN 20 FT; TH S 54-55-41 E 18.19 FT; TH S 88-16 18 E PLW SD N MGN 20 FT; TH S 00- 36-30 W PLW SD E MGN 10 FT TO SD N MGN; TH N 88-16-18 W ALG SD N MGN 35 FT TO POB PER REC# 20180723001450

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT
AREA FROM TAX PARCEL NO. 3226049577

A pedestrian bridge easement across a portion of the below described PARCEL A, being further described as follows:

Beginning at the Northwest corner of said PARCEL A, said point of beginning also being the intersection of the east margin of 1st Avenue Northeast and the south margin of Northeast 103rd Street; thence along said east margin South 00°36'30" West, 191.17 feet to the TRUE POINT OF BEGINNING; thence leaving said east margin South 89°23'32" East, 18.10 feet; thence South 00°36'28" West, 19.00 feet; thence North 89°23'32" West, 18.10 feet to said east margin of 1st Avenue Northeast; thence along said east margin North 00°36'30" East, 19.00 feet to the TRUE POINT OF BEGINNING,

Containing 344 square Feet, more or less.

TOGETHER WITH

An aerial easement for pedestrian bridge purposes, being the vertical air space over, above and contained within the above described perimeter of that portion of the below described PARCEL A, more particularly described as follows:

The bottom plane of the vertical space contained within the herein described easement shall be at the nominal finished ground surface, assumed to be at an elevation of 250 feet, the top plane shall be at an elevation of 285 feet,

Vertical Datum is NAVD88.

PARCEL A

THE EAST 103.96 FEET OF THE WEST 133.96 FEET OF THE SOUTH 530 FEET OF THE NORTH 560 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH,



EXHIBIT B - CONTINUED

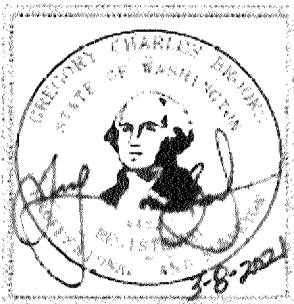
RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; AND THE WEST 103.96 FEET, MEASURED FROM THE EAST MARGIN OF 1ST AVENUE NORTHEAST, OF LOT A, CITY OF SEATTLE BOUNDARY LINE ADJUSTMENT NUMBER 8801045, RECORDED UNDER RECORDING NUMBER 8908150721, IN KING COUNTY, WASHINGTON, TOGETHER WITH THE PORTION OF VACATED NORTHEAST 100TH STREET ADJOINING AS VACATED UNDER CITY OF SEATTLE ORDINANCE NUMBER 114943; AND

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 1ST AVENUE NORTHEAST AND THE NORTH MARGIN OF NORTHEAST 103RD STREET; THENCE NORTH 00°36'30" EAST ALONG SAID EAST MARGIN 20.00 FEET; THENCE SOUTH 54°55'41" EAST 18.19 FEET; THENCE SOUTH 88°16'18" EAST PARALLEL WITH SAID NORTH MARGIN 20.00 FEET; THENCE SOUTH 00°36'30" WEST PARALLEL WITH SAID EAST MARGIN 10.00 FEET TO SAID NORTH MARGIN;

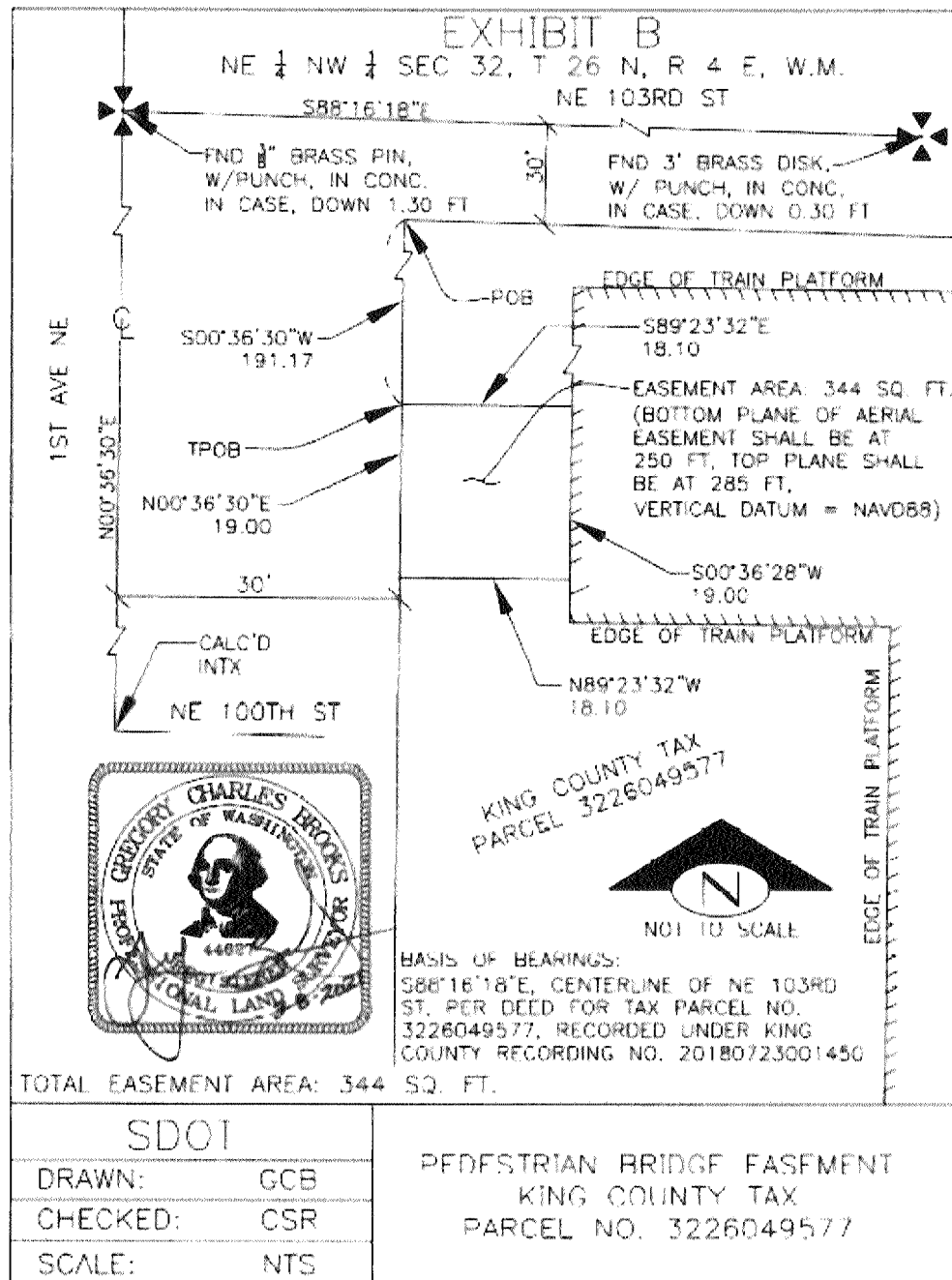
THENCE NORTH 88°16'18" WEST ALONG SAID NORTH MARGIN 35.00 FEET TO THE POINT OF BEGINNING.

PER DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 20180723001450, RECORDS OF KING COUNTY, WASHINGTON.



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EXHIBIT B - CONTINUED



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EXHIBIT C
1 of 5
DEPICTIONS OF EASEMENT AREAS
GROUNDLED PIER PLAN AND ELEVATIONS:

STATE LAW REQUIRES ALL DOCUMENTS BE CONVERTED TO MICROFILM ONCE RECORDED. PHOTOS, SMALL FONT, DETAILED MAPS, NONSTANDARD PAGE SIZES, COLOR AND SHADING CANNOT BE REPRODUCED VIA MICROFILM AND THEREFORE CANNOT BE RECORDED. A COMPLETE VERSION OF THIS AGREEMENT, INCLUDING EXHIBITS CAN BE FOUND WITH THE CITY CLERKS OFFICE UNDER FILE NO. 321952

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EXHIBIT C
2 of 5
DEPICTIONS OF EASEMENT AREAS CONT'D

STATE LAW REQUIRES ALL DOCUMENTS BE CONVERTED TO MICROFILM ONCE RECORDED. PHOTOS, SMALL FONT, DETAILED MAPS, NONSTANDARD PAGE SIZES, COLOR AND SHADING CANNOT BE REPRODUCED VIA MICROFILM AND THEREFORE CANNOT BE RECORDED. A COMPLETE VERSION OF THIS AGREEMENT, INCLUDING EXHIBITS CAN BE FOUND WITH THE CITY CLERKS OFFICE UNDER FILE NO. 321952

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EXHIBIT C
3 of 5
DEPICTIONS OF EASEMENT AREAS CONT'D
BRIDGE PLAN & ELEVATION:

STATE LAW REQUIRES ALL DOCUMENTS BE CONVERTED TO MICROFILM ONCE RECORDED. PHOTOS, SMALL FONT, DETAILED MAPS, NONSTANDARD PAGE SIZES, COLOR AND SHADING CANNOT BE REPRODUCED VIA MICROFILM AND THEREFORE CANNOT BE RECORDED. A COMPLETE VERSION OF THIS AGREEMENT, INCLUDING EXHIBITS CAN BE FOUND WITH THE CITY CLERKS OFFICE UNDER FILE NO. 321952

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EXHIBIT C
4 of 5
DEPICTIONS OF EASEMENT AREAS CONT'D
SPUR BRIDGE AND HANDRAIL:

STATE LAW REQUIRES ALL DOCUMENTS BE CONVERTED TO MICROFILM ONCE RECORDED. PHOTOS, SMALL FONT, DETAILED MAPS, NONSTANDARD PAGE SIZES, COLOR AND SHADING CANNOT BE REPRODUCED VIA MICROFILM AND THEREFORE CANNOT BE RECORDED. A COMPLETE VERSION OF THIS AGREEMENT, INCLUDING EXHIBITS CAN BE FOUND WITH THE CITY CLERKS OFFICE UNDER FILE NO. 321952

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EXHIBIT C
5 of 5
DEPICTIONS OF EASEMENT AREAS CONT D
SEISMIC JOINT DETAILS:

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TRAIL LEASE

THIS TRAIL LEASE (this "Lease") is made and entered into by and between the **WASHINGTON STATE DEPARTMENT OF TRANSPORTATION** (hereinafter "WSDOT"), and **THE CITY OF SEATTLE**, a Washington State municipal corporation, by and through its Department of Transportation (hereinafter "TENANT"). WSDOT and TENANT are referred to collectively hereinafter as the "PARTIES".

WHEREAS, the land and premises to be leased are not presently needed exclusively for highway purposes;

WHEREAS, the TENANT desires to construct, operate, and maintain a trail segment under this Lease as part of the TENANT's local comprehensive trail plan and/or a state or federal comprehensive trail plan on an interim use until the land and premises to be leased are needed for a highway purpose;

WHEREAS, a portion of the premises to be leased under this Lease is located adjacent to, over, and upon portions of a WSDOT-owned park and ride lot, commonly known as the North Seattle Park and Ride Lot, but also known as the North Seattle Park and Pool Lot, the Northgate Park and Ride, and the N.E. 100th Street Park and Ride Lot (hereinafter "North Seattle Park and Ride Lot"), located on the east side of the northbound lanes of Interstate 5 in the vicinity of 1st Ave. NE and NE 100th St., Seattle;

WHEREAS, under separate agreement entered into by and between WSDOT and King County Metro ("METRO"), METRO operates and maintains the North Seattle Park and Ride Lot, exclusive of the premises that is leased to TENANT pursuant to this Lease; and

WHEREAS, WSDOT is granted authority to lease property under RCW 47.12.120, and WSDOT deems it to be in the best public interest to enter into this Lease.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PREMISES. WSDOT leases to TENANT, and TENANT hereby leases from WSDOT, the premises located in the Northwest Quarter of Section 32, Township 26 North, Range 4 East, W.M., in the City of Seattle, King County and known to be a portion of the highway right of way of **SR 5, Seattle Freeway E. 75th St. to E. 145th St. highway plan approved June 7th 1960, last modified January 27, 1989**, sheets **6 and 7** of 17 sheets, and as further described and/or shown hachured on **Exhibit A**, attached hereto and by this reference incorporated herein (the "Premises"). The trail to be constructed on the Premises shall be approximately 57,425 square feet.

The Premises shall consist of both the at-grade portions of the trail, the aerial trail and bridge structure, and the portions of right of way under the aerial portions of trail except that the Premises shall not include the right of way lying below the underside of the aerial trail and the underside of the bridge structure that cross over the traveled lanes of Interstate 5 between station points 26+20.57, 189.30'LT and 26+54.12,218.46'RT, and shall also exclude the area between Piers 12 and 13 lying within the North Seattle Park and Ride Lot. The underside of the pedestrian bridge structure and appurtenances located above Interstate 5 shall have a vertical height minimum of no less than 18.2 feet NAVD88 above the paved surface of the underlying Interstate 5 right of way, excepting the location of the pedestrian bridge piers. The aerial portion of the trail and the pedestrian bridge structure laying above the existing North Seattle Park and Lot between piers 12 and 13 shall be no less than 19.5 feet above the paved surface of the paved surface of the lot. SDOT will not be responsible for any portion of property lying below the underside of the aerial trail and bridge structure that overlaps with the area shown as King County Metro Responsibility on **Exhibit D**—Depiction of Cooperative Agreement (CA-01-14339) for the operation and maintenance of the North Seattle Park and Ride Lot. The Vertical Datum is NAVD 88, and the pedestrian bridge structure elevations, along with the pier locations, are shown on **Exhibit B**, attached hereto and by this reference incorporated herein.

2. USE OF PREMISES.

A. No use other than construction, operation, and maintenance of a public pedestrian, bicycle, and other non-motorized vehicle trail and pedestrian bridge (the "Trail Facility") is permitted without the prior written approval of WSDOT. TENANT expressly agrees that it will not charge others to use the Premises. No motorized vehicles will be allowed on the Premises except for TENANT's maintenance vehicles and emergency vehicles responding to an emergency on the Premises. In using the Premises, TENANT shall comply with all applicable statutes, policies, and regulations, including, but not limited to, the Scenic Vistas Act, RCW 47.42 et seq. and WAC 468-66 et seq., heretofore adopted or hereafter promulgated by WSDOT or the state Legislature relative to the location, operation, and maintenance of improvements located on the Premises. No access to the Premises will be constructed or allowed to be constructed by or for TENANT without WSDOT's prior written approval. Direct access to ramps or traveled lanes of state highways is not permitted. All grading and construction plans and any changes thereof are subject to approval by WSDOT.

B. TENANT will not allow third parties to use the Trail Facility as access to private property or improvements. Furthermore, in using the Premises, it is expressly agreed that TENANT shall:

- (1) Comply with all applicable federal, state, and local laws, ordinances, and regulations, including environmental requirements that are in force or which may hereafter be in force; and

(2) Secure all necessary permits and licenses for the use of the Premises authorized in this Lease. TENANT hereby agrees to indemnify, defend and hold harmless WSDOT from all claims or suits resulting from TENANT's failure to comply with such requirements.

C. No signs, other than directional signs or that sign further described under Section D herein, are permitted. WSDOT-owned fences in place at the time of execution of this Lease or relocated to separate the Premises from the traveled roadway will be maintained by WSDOT. Nothing is to be attached by TENANT to WSDOT's fence without prior written approval from WSDOT. If any fence is damaged as a result of the activities authorized by this Lease, TENANT will promptly repair such damage at its own cost to WSDOT's satisfaction.

D. Within thirty (30) calendar days of completion of construction of the Trail Facility, TENANT at its sole expense shall erect and maintain a permanent sign at all entrances to the Trail Facility located on WSDOT right of way, stating as follows:

"This trail is located partially on highway right of way under agreement between the City of Seattle and the Washington State Department of Transportation and partially on property owned by North Seattle College."

E. WSDOT does not warrant that the unconstructed right of way is suitable for TENANT's purposes.

3. TERM. The initial term of this Lease is ten (10) years, commencing on the date of execution of this Lease by WSDOT (the "Commencement Date").

4. RENEWAL. Upon expiration of the initial term, this Lease may be renewed by TENANT for three (3) additional twenty-five (25) year renewal periods (each, a "Renewal Period"), at the discretion of WSDOT; provided that: (A) TENANT is not in default and has not been in default during the term of this Lease; (B) the Premises are not needed for a priority transportation purpose, as determined by WSDOT; (C) TENANT's continued use under this Lease does not impair the safety or operation of WSDOT's highway or facility, as solely determined by WSDOT; and (D) the terms and conditions of this Lease conform to then-existing state policies or practices, laws, regulations, and contracts, or alternatively, TENANT is willing to amend this Lease to bring it into compliance with such policies, practices, laws, regulations, and contracts. The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations, or contracts and as reflected in a written amendment signed by both parties. TENANT shall give written notice of its intent to renew this Lease for the Renewal Period(s) not less than ninety (90) calendar days, but not more than six (6) months, prior to the expiration of the initial term or any Renewal Period. If TENANT fails to give such notice during

such period, however, TENANT shall be deemed to have provided notice of its intent to renew this Lease for the Renewal Period.

5. HOLDING OVER. In the event TENANT shall hold over or remain in possession of the Premises with the consent of WSDOT after the expiration of the stated term of this Lease, or any Renewal Period of the term of this Lease, such holding over period or continued possession shall create a tenancy from month-to-month only, upon the same terms and conditions as are set forth herein, provided that WSDOT or TENANT may, in addition to other remedies provided elsewhere herein, terminate this Lease for any reason with not less than thirty (30) calendar days prior written notice.

6. TERMINATION BY WSDOT.

A. WSDOT may terminate this Lease, without penalty or further liability as follows:

- (1) Immediately, upon the unauthorized assignment of this Lease by TENANT;
- (2) Upon not less than thirty (30) calendar days prior written notice, for failure of TENANT to provide As-Built drawings to WSDOT within sixty (60) calendar days of the date of completion of the Trail Facility; acceptability of the As-Built drawings shall be determined solely by WSDOT, and shall be in compliance with Section 17 "AS BUILT" PLANS of this Lease;
- (3) Upon not less than thirty (30) calendar days' prior written notice, if TENANT defaults on any provision in this Lease and has previously been in default under this Lease two (2) times within a six-month period, in which case WSDOT may deem the third default "non-curable;"
- (4) Upon not less than thirty (30) calendar days' prior written notice to TENANT, if TENANT defaults on any provision in this Lease and fails to cure such default within that thirty (30) day period, or such longer period as may be reasonably determined by WSDOT, if TENANT is diligently working to cure the default. Waiver or acceptance of any default of the terms of this Lease by WSDOT shall not operate as a release of TENANT's responsibilities for any prior or subsequent default;
- (5) Immediately, if TENANT's insurance coverage as required herein lapses for any reason. In such event, WSDOT may, at its option, barricade access to the Premises at TENANT's cost during any such lapse in coverage. TENANT agrees to reimburse WSDOT for the actual direct and related costs of the work required to barricade access to the Premises. Notwithstanding the foregoing, in the reasonable judgment of WSDOT, the Lease will be reinstated immediately upon TENANT

providing evidence of the required insurance coverage within fifteen (15) days of the notice of the lapse in coverage;

(6) Immediately, upon issuance of any court order, legislative action, or governmental agency action having jurisdiction to take such action, which would significantly impair or effectively prohibit TENANT's use of the Premises, in the reasonable judgment of WSDOT;

(7) Immediately, upon written notice, if a receiver is appointed to take possession of TENANT's assets, TENANT makes a general assignment for the benefit of creditors, or TENANT becomes insolvent or takes or suffers action under the Bankruptcy Act;

(8) Upon not less than sixty (60) calendar days' prior written notice, if WSDOT determines that it is in the best interest of WSDOT to terminate this Lease;

(9) Upon not less than thirty (30) calendar days' prior written notice if the Premises has been abandoned, in WSDOT's sole judgment, for a continuous period of one-hundred eighty (180) days (provided that temporary closures required for repairs or maintenance work shall not be deemed an abandonment);

(10) Immediately, if a transportation emergency exists as solely determined by WSDOT. At WSDOT's sole discretion, this Lease may be reinstated once WSDOT no longer requires use of the Premises; or

(11) Upon not less than thirty (30) calendar days' prior written notice, if TENANT (i) does not begin construction of the improvements, as described in Section 2 "Use of Premises" herein within one-hundred twenty (120) calendar days from the Commencement Date of this Lease; (ii) does not complete the work within thirty-six (36) calendar months of the beginning of said construction, or (iii) fails to open the Trail Facility to the public within one-hundred eighty (180) calendar days of completing said construction. WSDOT and TENANT may mutually agree in writing to extend the periods provided under (i), (ii), and/or (iii) to accommodate unforeseen conditions out of the control of either Party, such as, but not limited to, weather, availability of equipment, availability of utilities, public health emergencies requiring temporary cessation of construction, Force Majeure Events (as defined in Section 16) and acts of God.

B. It is hereby acknowledged and agreed that the highway use of the Premises is paramount to any other use, including TENANT's use for a pedestrian, bicycle, and other non-motorized vehicle bridge and trail. If this Lease is terminated by WSDOT under Section 6(A)(8), whether for highway construction or reconstruction or any other reason, and WSDOT is

unable to accommodate the Trail Facility in its current location, and a local, state or federal official or agency with authority concerning use of the land or a court of competent jurisdiction determines that replacement of the Trail Facility is lawfully required, WSDOT will assess its ability to otherwise accommodate such Trail Facility within the highway right of way and amend this Lease accordingly. TENANT hereby agrees that WSDOT will not incur any costs for replacement lands for the Trail Facility, for any reconstruction of the Trail Facility, or for any determination by TENANT not to rebuild the Trail Facility, and to indemnify and hold harmless WSDOT from any and all costs related thereto. TENANT hereby agrees to either remove the Trail Facility or acquire any such necessary replacement lands promptly and at no cost to WSDOT, to reconstruct its Facility at no cost to WSDOT on said replacement lands, and to indemnify and hold harmless WSDOT from any and all costs. WSDOT shall consult with TENANT as part of the planning and design phase of any highway project that would impact TENANT's Trail Facility. WSDOT shall reasonably attempt to plan and design such project in such a manner to avoid interference with TENANT's Trail Facility and the authorized use of the Premises.

C. If upon termination or expiration of this Lease, TENANT fails to remove the Trail Facility and WSDOT determines that it is necessary to continue to maintain the Trail Facility in a safe, operable condition, then TENANT hereby agrees that WSDOT may withhold funds sufficient to reimburse WSDOT for all costs associated with the continued maintenance of said Trail Facility from TENANT's share of any Motor Vehicle Funds or any other funds distributed to TENANT by WSDOT to cover ongoing expenses of trail maintenance and operation.

D. TENANT agrees to pay all costs to barricade or provide other interim safety measures, as directed by WSDOT, if closure of the Trail Facility becomes necessary to facilitate repair, reconstruction, maintenance, or modifications of the highway right of way.

7. TERMINATION BY TENANT. TENANT may terminate this Lease without penalty or further liability as follows:

A. Upon not less than thirty (30) calendar days' prior written notice for any reason; provided that, TENANT shall surrender the Premises as provided under Section 25;

B. Upon not less than thirty (30) calendar days' prior written notice, if WSDOT defaults and fails to cure such default within that thirty (30) day period, or such longer period as may be reasonably determined by TENANT, if WSDOT is diligently working to cure the default; or

C. Immediately upon written notice, if in TENANT's judgment the Premises is destroyed or damaged so as to substantially and adversely affect TENANT's authorized use of the Premises.

8. CONSIDERATION. In lieu of paying economic rent for the Premises, TENANT agrees to provide other specific consideration, which is deemed to be a highway benefit, namely, the separation of motor vehicle traffic from pedestrians and cyclists, which will materially increase motor vehicle safety and increase highway efficiency. Currently, pedestrians and bicyclists use a narrow sidewalk along 1st Avenue NE to traverse this area. There is a busy freeway offramp from northbound Interstate 5 at this location that pedestrians and cyclists must cross. Pedestrians and cyclists in the Northgate area also must cross another on ramp for Interstate 5 at Northgate Way NE and 1st Avenue NE and a busy off ramp from southbound Interstate 5 at Northgate Way NE and Corliss Avenue N. Many people already use the transit facilities located in this area and that number is likely to increase significantly with the opening of the Northgate Link Light Rail Station. The Trail Facility will provide a safe alternative for pedestrians and cyclists who travel to and from the Northgate area, thereby materially increasing the safety of the motoring public and the roadway efficiency of Interstate 5 (I-5) and the surrounding city streets.

9. MAINTENANCE RESPONSIBILITIES.

A. TENANT shall perform or cause to be performed, at its sole expense, all maintenance of the Premises, which shall include, but not be limited to, keeping the Premises in good condition, both as to safety and appearance, to the sole satisfaction of WSDOT. TENANT shall be responsible for weed control, and reconstruction and repair of any or all components of the Trail Facility.

B. In addition, TENANT is responsible for the regular inspection and repair of the Trail Facility. TENANT shall be responsible for all Trail Facility inspection costs, including, but not limited to, materials, equipment, labor, overtime, traffic control, and per diem costs. Condition inspections will be conducted on a cycle to be agreed upon by TENANT and WSDOT's Bridge Maintenance Engineer.

C. TENANT, as owner of the Trail Facility, shall be responsible for all costs to replace or repair all damage to the Trail Facility and appurtenances and/or associated TENANT improvements on the Premises that might adversely affect the Premises, whether caused by TENANT, its employees, invitees, contractors, third parties, and/or acts of God, but not if caused by WSDOT or its employees, invitees, agents or contractors. For the purposes of this Lease, METRO shall not be considered or deemed an employee, invitee, agent or contractor of WSDOT. Any TENANT work, including repair, maintenance, construction or reconstruction, that is related to the safety or structural integrity of the Trail Facility requires WSDOT's prior written approval. WSDOT shall be responsible for first-response activities for damage or impacts to I-5 caused by the location, use, repair, maintenance, construction, reconstruction, and operation of the Trail Facility, including the use of such Facility by pedestrians, bicyclists, and any other user of whatever kind. TENANT agrees to reimburse WSDOT, in accordance with Section 26 below, for

all first-response costs that are a result of TENANT's use of the Premises, including, but not limited to, materials, equipment, labor, overtime, and per diem costs.

D. TENANT shall prevent water draining from the Premises from affecting I-5, including, but not limited to, water from leaking membranes, irrigation systems and/or leaking drainage standpipes. In the event water from the Premises does affect I-5, TENANT will promptly perform repairs to stop such leak(s) or water drainage affecting the I-5 facility. If TENANT fails to perform repairs within 24 hours of receipt of written notice from WSDOT of the leak and/or water drainage, and approval by WSDOT of TENANT's traffic control plan, if traffic control is necessary, or in an emergency as determined solely by WSDOT, WSDOT reserves the right to perform the repairs, and TENANT agrees to reimburse WSDOT, in accordance with Section 26 below, for all costs of said repairs. If WSDOT undertakes any emergency repair, WSDOT shall notify TENANT as soon as reasonably possible under the circumstances.

E. TENANT shall provide WSDOT with traffic control plans for WSDOT review and approval in advance of any proposed work or activity on the Premises which may result in traffic impacts to I-5. WSDOT shall review and approve, modify, or reject the TENANT's plans within fifteen (15) business days after receipt. If WSDOT rejects the plans, WSDOT will cooperatively work with the TENANT to develop acceptable plans. Any long-term impacts or closures to the North Seattle Park and Ride Lot shall be coordinated through WSDOT, be properly permitted, and may require mitigation by TENANT.

F. TENANT warrants that any landscaping planted and maintained on the Premises will not damage, threaten to damage, or otherwise adversely affect any part or component of the WSDOT's highway facility or operation thereof, or adversely affect traffic safety. TENANT warrants that any WSDOT-owned vegetation disturbed as a result of the Trail Facility's operation and maintenance shall be replanted or replaced at TENANT's sole cost and expense, and to the satisfaction of WSDOT. Application of pesticides and herbicides upon the Premises shall be performed by, or under the direct supervision of, TENANT's officers, officials, employees, and/or agents who possess a current Public Operator or Commercial Pesticide Operator license(s). The Washington State Department of Agriculture Pesticide Application records shall be kept by the TENANT for each application in accordance with RCW 17.21 and will be made available for review by WSDOT within five (5) calendar days of records' request.

G. TENANT agrees that it is responsible for the following specific maintenance and operational items, at its sole cost and expense, without further liability to WSDOT:

- (1) Security and law enforcement for the Premises, including, but not limited to, the prompt notification to the police and request for removal of individuals with their possessions, if such individuals are occupying the Premises for any reason other than the intended use of the Trail Facility. For the purpose of this Lease, the

intended use of the Trail Facility is to provide an alternative access route over I-5 for pedestrians and bicyclists using non-motorized modes of transportation. Accordingly, the PARTIES recognize that the Trail Facility occupies limited access right of way and is not the equivalent of a city street;

- (2) Graffiti removal from all real and personal property, including all fixtures and attachments, located on the Premises. TENANT shall in no way interfere with highway operations or traffic flow on I-5 when removing graffiti. Inspections for graffiti shall be conducted by TENANT and shall occur no less than once per month;
- (3) Litter control on an as-needed basis in accordance with adopted TENANT maintenance standards and practices or upon WSDOT notification and/or inspections;
- (4) Sweeping of Premises on an as-needed basis in accordance with adopted TENANT maintenance standards and practices;
- (5) Immediate removal from the Premises and disposal of all unauthorized signs, banners, etc., affixed to the Premises, including those related to commercial advertising, political campaigns, and/or protests. If TENANT fails to remove and dispose of said signs, banners, etc., upon receipt of notice from WSDOT, WSDOT reserves the right to perform such work, and TENANT agrees to reimburse WSDOT, in accordance with Section 26 below, for all reasonable costs to remove and dispose of said signs, banners or unauthorized material;
- (6) Maintenance of drainage facilities associated with the Trail Facility provided that TENANT will not be responsible for maintaining drainage facilities beyond the point at which such facilities enter WSDOT drainage structures. Said maintenance shall be performed in compliance with the conditions outlined in **Exhibit A** (Stormwater Permit Special Provisions) of the Stormwater Discharge Utility Permit No. S1-18-04 for the Northgate Pedestrian Bridge Construction Agreement GCB 3274 and Trail Lease Agreement (TR-01-13782), incorporated by reference herein. Compliance with the Stormwater Discharge Permit No. S1-18-04 for the Northgate Pedestrian Bridge Construction Agreement GCB 3274 and Trail Lease Agreement (TR-01-13782) shall survive construction for the term specified therein;
- (7) TENANT shall be responsible for all landscaping and weed control on the Premises. TENANT agrees to prevent and/or repair any damage to WSDOT's facilities caused by vegetation and/or trees on the Premises. If TENANT fails to

repair said damage within thirty (30) calendar days of receipt of written notice from WSDOT, WSDOT reserves the right to perform such work, and TENANT agrees to reimburse WSDOT for all reasonable costs associated with such work in accordance with Section 26 below.

(8) TENANT shall be responsible for the maintenance of the Premises.

(9) TENANT shall perform the landscape restoration and maintenance requirements outlined and contained in GMB 1173 Plant Entry Establishment Agreement as has been or will be entered into by and between the PARTIES, including any amendments thereto, which by this reference is incorporated herein.

H. If TENANT fails to maintain any and all components of the Premises as provided herein, WSDOT may perform such maintenance after providing the TENANT with thirty (30) calendar days' written notice of such maintenance default, and TENANT agrees to reimburse WSDOT for such maintenance costs in accordance with Section 26, below.

I. It is anticipated that, from time to time, TENANT may need to temporarily enter upon and use part of the North Seattle Park and Ride Lot that is not included within the Premises for maintenance and inspection of the Trail Facility. Except in the event of an emergency, TENANT shall notify METRO and WSDOT of activities that will involve the use of the North Seattle Park and Ride Lot prior to such use. TENANT shall collaborate and coordinate with METRO to facilitate this limited use of said property. TENANT shall contact METRO at parkandride@kingcounty.gov or at such other address as METRO may, from time to time, designate in writing for any activities that will involve the use of the North Seattle Park and Ride. Any such use by TENANT will be accomplished in such a manner as to reasonably minimize any disruption to METRO's operation and maintenance on the North Seattle Park and Ride Lot. In addition, TENANT shall be responsible for prompt repair of any damage to the North Seattle Park and Ride Lot caused by TENANT's use of the North Seattle Park and Ride Lot. Notwithstanding the foregoing, WSDOT acknowledges and agrees that TENANT and METRO may enter into a separate written agreement outlining specific terms and conditions of TENANT's access to and use of the North Seattle Park and Ride Lot, which agreement may be amended from time to time or replaced with a substitute agreement providing access to and use of the North Seattle Park and Ride Lot for the purposes described in this Lease. Any such separate agreement, any amendments thereto, and any substitute agreement will be subject to WSDOT's review and approval.

10. ENVIRONMENTAL REQUIREMENTS.

A. TENANT represents, warrants, and agrees that it will conduct its activities on the Premises and lands adjacent thereto in compliance with all applicable Environmental Laws. As used in this Lease, the term "Environmental Laws" means all federal, state, and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders,

decisions, authorizations, or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., the WSDOT National Pollutant Discharge Elimination System, the State Waste Discharge Municipal Stormwater General Permit, and all applicable Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations. It is the responsibility of TENANT to ensure that the functionality of all existing stormwater facilities on the Premises or adjacent lands managed and/or owned by TENANT are maintained in accordance with all applicable Environmental Laws.

B. Toxic or hazardous substances are not allowed on the Premises without the prior express written permission of WSDOT and under such terms and conditions specified by WSDOT. This approval will include WSDOT review and prior written approval of TENANT's or any TENANT contractor's spill prevention and control plan along with WSDOT's approval of the storage location of any toxic or hazardous substance on the Premises. In the event such permission is granted, the disposal of such materials must be done in a legal manner by TENANT according to all Environmental Laws and as outlined in Section 10.A. For the purposes of this Lease, "Hazardous Substances" shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., and shall include gasoline and other petroleum products. "Existing Hazardous Substances" shall mean those Hazardous Substances existing on the Premises as of the Commencement Date of this Lease that are not WSDOT Hazardous Substances. "WSDOT Hazardous Substances" shall mean those Hazardous Substances (a) that have been released on the Premises by WSDOT, its employees, contractors, subcontractors or agents, either before or after the Commencement Date; (b) that have been released or have the potential to be released as a result of WSDOT's activities or operations on the Premises either before or after the Commencement Date; or (c) that have been released or have the potential to be released as a result of WSDOT's use, handling, storage, disposal, transportation, generation and/or sale of Hazardous Substances on the Premises, regardless of when they were or may have been released on the Premises.

C. TENANT agrees to cooperate in any environmental investigations conducted by WSDOT's staff or independent third parties where there is evidence of a release or potential release of Hazardous Substances on the Premises, or where WSDOT is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse WSDOT for the reasonable Cost of such investigations only to the extent the need for said investigation is determined to arise out of TENANT's operations. TENANT will provide WSDOT with notice of any inspections of

the Premises, notices of violations, and orders to clean up Hazardous Substances. TENANT will permit WSDOT to participate in all settlement or abatement discussions. In the event that TENANT fails to take remedial measures with respect to Hazardous Substances arising out of TENANT's operations as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, WSDOT may elect to perform such work, and TENANT covenants and agrees to reimburse WSDOT for all direct and indirect Costs associated with WSDOT's work where said release of Hazardous Substances is determined to have resulted from TENANT's use of the Premises. For the avoidance of doubt, in no event shall TENANT be responsible for the Costs of any investigations, removal, clean up or remedial measures arising from the presence, release or potential release of WSDOT Hazardous Substances, or arising from the presence, release or potential release of Hazardous Substances not caused by TENANT's operations (except where TENANT has specifically assumed responsibility for such investigations, removal, clean up or remedial measures pursuant to Subsection I below).

WSDOT's right to implement any required actions pursuant to this subparagraph shall not accrue unless and until:

- (1) TENANT's failure to implement remedial measures violates the terms of the direction received from the state, federal, or local regulatory agency;
- (2) WSDOT has provided TENANT with written notice of TENANT's failure to implement the subject remedial measures; and
- (3) TENANT has failed to cure the breach within ten (10) business days of receipt of such written notice, unless the PARTIES agree to an extended cure period.

D. TENANT agrees the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors or discharge of any kind shall rise above the grade of the Premises.

E. For the purposes of this Section 10, "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and reasonable attorneys' fees and other litigation costs incurred in complying with Environmental Laws.

F. To the extent allowed under Washington law, including any limitations under RCW 35.32A.090, TENANT agrees to defend, indemnify, and hold harmless WSDOT from and against any and all claims, causes of action, demands, and liability that arise out of, are caused by or result from TENANT's activities, and the activities of Tenant's agents, contractors, subcontractors, consultants, and the general public, arising out of Tenant's use of the Premises, including, but not limited to, any Costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or have the potential to be released on the Premises,

including those that may have migrated from the Premises through water or soil to other properties, including, without limitation, the adjacent WSDOT property, as a result of TENANT's activities on the Premises.

G. To the extent allowed by law, TENANT further agrees to defend, indemnify and hold harmless WSDOT from and against any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances or Existing Hazardous Substances removed from the Premises by TENANT or its agents, contractors, subcontractors or consultants. This subsection applies only to Hazardous Substances that were released on the Premises as a result of TENANT's activities and the Existing Hazardous Substances that are disposed of offsite by TENANT or its agents, contractors, subcontractors or consultants pursuant to Subsection I below. This obligation shall not apply with respect to the presence of Hazardous Substances on the Premises that did not result from TENANT's use of the Premises except to the extent that TENANT arranges for the disposal of Existing Hazardous Substances offsite pursuant to Subsection I below.

H. To the extent allowed by law, WSDOT agrees to defend, indemnify, and hold harmless TENANT and TENANT's officers, employees, agents, contractors and subcontractors from and against any and all claims, causes of action, demands, and liability that are caused by or result from the removal or remediation of any WSDOT Hazardous Substances that have been released or have the potential to be released on the Premises, including, but not limited to, any Costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the presence of WSDOT Hazardous Substances on the Premises, to the extent that such release was not caused by or contributed to by TENANT and TENANT's officers, employees, agents, contractors and subcontractors. WSDOT further agrees to take all remedial measures at the Premises as duly directed by a state, federal, or local regulatory agency, or as required under applicable Environmental Laws, where such obligations result from WSDOT Hazardous Substances. In completing any work required on the Premises in satisfaction of its duties under this Subsection, WSDOT shall not unreasonably interfere with TENANT's use of the Premises. TENANT agrees to cooperate with WSDOT in providing access to the Premises for any such work.

I. Any Costs associated with the investigation, removal, or remediation of Existing Hazardous Substances on the Premises by TENANT, where TENANT's project has disturbed or released said Existing Hazardous Substances, including any increased construction costs, shall be the responsibility of TENANT and not the responsibility of WSDOT. Nothing in this Lease shall limit the ability of TENANT or WSDOT to pursue cost recovery from third parties responsible for release of Hazardous Substances, including Existing Hazardous Substances, on the Premises.

J. To the extent allowed by law, WSDOT shall reimburse TENANT for the Cost of any environmental investigations, disposal, cleanup activities or remedial measures conducted by

TENANT to the extent the need for said investigation resulted from WSDOT Hazardous Substances. WSDOT will provide TENANT with notices of any inspections of the Premises, notices of violations, and orders to clean-up contamination that WSDOT receives from an agency or agencies with jurisdiction. WSDOT will permit TENANT to participate in all settlement or abatement discussions. In the event that WSDOT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, TENANT may elect to perform such work, and WSDOT covenants and agrees to reimburse TENANT, within sixty (60) calendar days of receipt of TENANT's invoice, for the reasonable direct and indirect Costs associated with TENANT's work. This reimbursement obligation shall not apply, however, to the extent the contamination is determined to have resulted from TENANT's use of the Premises.

TENANT's right to implement any required actions pursuant to this subparagraph shall not accrue unless and until:

- (1) WSDOT's failure to implement remedial measures violates the terms of the direction received from the state, federal, or local regulatory agency;
- (2) TENANT has provided WSDOT with written notice of WSDOT's failure to implement the subject remedial measures; and
- (3) WSDOT has failed to cure its breach within ten (10) business days of receipt of such written notice, unless the PARTIES agree in writing to an extended cure period.

K. WSDOT will obtain TENANT's consent in instances when a third party seeks to use the Premises, except as otherwise provided in Sections 11 and 20 of this Lease, and WSDOT shall require the third party to indemnify, defend and hold harmless TENANT for any Costs associated with the third party's release or potential release of Hazardous Substances on or from the Premises or use, disposal, handling, treatment, storage, or transportation of Hazardous Substances on the Premises. If WSDOT allows a third party to use the Premises, the responsibility for any Costs for Existing Hazardous Substances or WSDOT Hazardous Substances that are not released by TENANT will be determined by applicable law. For the purposes of this Section, a "third party" includes but is not limited to METRO.

L. In the event of any third-party actions related to Existing Hazardous Substances, including private party actions or actions brought by public agencies, except as allowed in Sections 10.F. and 10.G., each Party shall bear its own costs of defense and neither shall be entitled to indemnification or defense by the other Party under this section.

M. The provisions of this Section 10 shall survive the expiration or termination of this Lease.

11. WSDOT'S RESERVATION OF RIGHT TO MAINTAIN/GRANT UTILITY FRANCHISES/PERMITS AND TO LEASE FOR COMPATIBLE PURPOSES.

A. WSDOT reserves the right for utility franchise and permit holders to enter upon the Premises to maintain facilities and, for itself, to grant utility franchises and/or permits within the Premises. Such installation will be accomplished in such a manner as to minimize any disruption to TENANT. The franchise/permit holder will be required to restore paving and grading damaged by the installation to the condition existing prior to installation. WSDOT also reserves the right to withdraw portions of the Premises for uses such as, but not limited to, telecommunications transmission sites, which WSDOT determines to be reasonably compatible with TENANT's authorized use of Premises.

B. TENANT shall not disturb markers installed by a franchise/permit holder and will contact and provide notice to any franchise/permit holder and all owners of underground facilities prior to any excavation. TENANT shall contact WSDOT and call the Underground Utility Locating Service, or its successor organization, as part of its efforts to ascertain any and all owners of underground utility facilities and to locate the utility. TENANT shall not damage legally installed underground utilities. TENANT shall comply with all applicable provisions of RCW 19.122 relating to underground facilities.

C. WSDOT further reserves the right, to the extent reasonably compatible with TENANT's authorized use of the Premises, to install attachments to the bridge structure, including, but not limited to, traffic cameras, state highway signs or notice boards, as well as conduits for fiber optic use. WSDOT and TENANT shall work together in good faith to determine the placement of any such traffic cameras, state highway signs, notice boards and fiber optic conduits to avoid and minimize risk of damage to the structural integrity of the Trail Facility. WSDOT shall work with SDOT structural engineers to perform a bridge load rating report prior to any type of installation on a structural element owned by TENANT as contemplated by this Section 11(C). However, the final determination as to the resolution of any such modifications to the Premises shall be made in WSDOT's sole discretion.

D. Should WSDOT determine that a portion of the Premises may be used for telecommunications purposes, which in WSDOT's determination is reasonably compatible with TENANT's authorized use of the Premises, the PARTIES shall agree to amend the Lease to show that portion of the Premises for said use.

12. USE OF RIGHT OF WAY UNDER/ADJACENT TO STRUCTURE.

A. TENANT agrees to provide protection against vehicular hits or other likely causes of damage arising from TENANT's use of the Premises to all retaining walls and to piers exposed to such potential damage under any elevated highway structure existing beneath the Premises. Such wall and pier protection shall be provided to the satisfaction of WSDOT prior to occupancy.

B. TENANT shall not weld any metal object to any metal member of any metal structure, nor drill or rivet into nor otherwise fasten anything to any pier or beam on any concrete, metal, or wood structure, without WSDOT's specific written approval of detailed drawings for such proposed welding, riveting, drilling, or fastening.

C. TENANT shall, at its own expense and upon prior written approval from WSDOT, make any provisions it deems necessary to protect users of the Trail Facility from any hazards resulting from use and operation of the highway.

13. TAXES/ASSESSMENTS/UTILITIES. TENANT agrees to promptly pay all bills, fees for utilities, including, but not limited to, surcharges, fuel adjustments, rate adjustments and other services supplied to the Premises in addition to the above consideration provided by TENANT. TENANT further agrees to pay all excise and other taxes owing on TENANT's leasehold interest. All assessments, rates, fees, and charges not specifically assumed by WSDOT which benefit TENANT'S leasehold interest (collectively, the "Assessments") are the obligation of and payable by TENANT. Foreclosure of a lien on any delinquent Assessment subjects this Lease to termination by WSDOT as set forth in RCW 79.44.080.

14. WSDOT'S APPROVAL OF DESIGN/CONSTRUCTION. TENANT covenants that any construction on the Premises will not damage, threaten to damage, or otherwise adversely affect any part or element of the highway facility or its operation. WSDOT shall be furnished with one (1) complete set of plans, details, and specifications and revisions thereto for grading and all improvements proposed to be placed on the Premises, and no work shall be done without prior written approval of such plans by WSDOT. All construction work shall be done in conformity with the plans and specifications as approved. WSDOT may take any action necessary, including directing that work be temporarily stopped or directing that additional work be done, to ensure compliance with the plans and specifications, protection of all parts and elements of the highway facility, and compliance with WSDOT's construction and safety standards. The improvements shall be designed and constructed in a manner that will permit WSDOT access to the highway facility for the purposes of inspection, maintenance, and construction, when necessary.

15. LIMITATIONS. TENANT expressly acknowledges and agrees that WSDOT's rights under this Lease to review, comment on, disapprove, and/or accept designs, plans, specifications, work plans, construction, equipment, and installation (a) exist solely for the benefit and protection of WSDOT; (b) do not create or impose upon WSDOT any standard or duty of care toward TENANT, all of which are hereby disclaimed; (c) may not be relied upon by TENANT in determining whether TENANT has satisfied any and all applicable standards and requirements; and (d) may not be asserted, nor may WSDOT's exercise or failure to exercise any such rights be asserted, against WSDOT by TENANT as a defense, legal or equitable, to TENANT's obligation to fulfill such standards and requirements and regardless of any acceptance of work by WSDOT.

16. NON-COMPLETION OF CONSTRUCTION.

A. TENANT shall obtain WSDOT's approval for any modifications of TENANT's construction drawings or construction plans. TENANT shall complete construction of the project according to the approved plans within thirty-six (36) months of commencement of construction, and open the trail to the public within one hundred eighty (180) days following completion of construction, in accordance with Section 6(A)(11) of this Lease, subject to the occurrence of a Force Majeure Event.

B. For the purposes of this Lease, the term "Force Majeure Event" shall mean any act or event that prevents the TENANT from commencing or completing construction of the Trail Facility within the timeframe set forth in this Lease, if such act or event is beyond the reasonable control, and not the result of the fault or negligence of TENANT, and TENANT is unable to overcome such act or event with the exercise of due diligence (including, to the extent applicable and if possible, the expenditure of reasonable sums, which shall at all times be subject to then existing budget appropriations and the City of Seattle's budget process and authority in all respects). Subject to the foregoing definition, a Force Majeure Event may include, but is not limited to, natural phenomena, such as storms, hurricanes, floods, lightning or earthquakes; explosions or fires arising from causes unrelated to the acts or omissions of TENANT; acts of war, civil unrest, public disorder, strikes or labor unrest that are not within the control of TENANT, sabotage, epidemic, pandemic, rebellion, riot, or war or terrorism. Force Majeure Events shall not include equipment failures or acts or omissions of TENANT's agents, suppliers, contractors or subcontractors, except to the extent that such acts or omissions arise from a Force Majeure Event as defined in this Section.

C. In the event of the occurrence of a Force Majeure Event, TENANT shall: (1) notify WSDOT in writing of the existence and nature of the Force Majeure Event within three (3) business days of the occurrence of such Force Majeure Event, unless the Force Majeure Event renders it impossible to give notice within such timeframe, in which case TENANT shall give notice as soon as it is practicable to do so; (2) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (3) notify WSDOT in writing of the cessation of such Force Majeure Event within three (3) business days of such cessation; and (4) resume performance of its obligations under this Lease as soon as practicable thereafter.

17. **"AS BUILT" PLANS.** Within sixty (60) days of the date the Trail Facility construction is completed, TENANT shall provide WSDOT with a complete set of dimensioned "As-Built" scale drawings showing at least the following information: (a) the trail centerline; (b) ties to beginning and end of the trail; (c) underground utilities; and (d) such other information as WSDOT may request. Acceptability of the As-Built drawings shall be determined solely by WSDOT. TENANT shall make corrections upon written request from WSDOT. In the event TENANT fails to provide such plans within the prescribed time period, TENANT hereby agrees

that WSDOT shall have the right, at its option, to contract with a consultant in order to secure such plans and TENANT agrees to reimburse WSDOT for all costs incurred in obtaining said plans within thirty (30) calendar days of the date of WSDOT's invoice; provided, however, that the election of WSDOT to contract with a consultant in order to secure such plans shall be in lieu of WSDOT's termination rights under Section 6(A)(2) of this Lease.

18. LIENS.

A. TENANT shall at all times defend, indemnify and hold harmless WSDOT from all claims for labor or materials in connection with the construction, repair, alteration, maintenance, or installation of structures, improvements, equipment, or facilities on or within the Premises performed by TENANT or TENANT's employees, agents, contractors and subcontractors, and from the cost of defending against such claims, including reasonable attorneys' fees.

B. In the event a lien is filed upon the Premises arising from work performed by TENANT or TENANT's employees, agents, consultants, contractors and subcontractors, TENANT shall: (a) record a valid Release of Lien; (b) deposit sufficient cash with WSDOT to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lienholder claim; or (c) procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien.

C. Should TENANT fail to accomplish Section 18(B)(a), (b), or (c) above within forty-five (45) calendar days after the filing of such a lien, TENANT shall be in default per Section 6.A.(4).

19. ENCUMBRANCES. It is expressly understood that TENANT shall not encumber the Premises.

20. WSDOT'S RIGHT OF ENTRY/INSPECTION. WSDOT, for itself, its agents, and contractors and for the Federal Highway Administration (FHWA), reserves the right to enter upon the Premises at any time without notice to TENANT for the purpose of inspection, maintenance, construction, or reconstruction of the highway facility or any element thereof, to perform security audits, including Homeland Security audits, or to perform environmental reviews. WSDOT shall in no way be responsible for any incidental or consequential damages due to such loss of use of the Premises, if any, by TENANT. WSDOT and FHWA may enter upon the Premises at any time without prior notice for the purpose of inspecting any excavation, construction, or maintenance work being done by TENANT. In addition, WSDOT and the FHWA may enter the improvements, if any, on the Premises at any time and without prior notice, for the purpose of inspection, maintenance, and repair of said improvements. Further, this right shall not impose any obligation upon WSDOT to make inspections to ascertain the safety of TENANT's improvements or the

condition of the Premises. Notwithstanding the foregoing, to the extent any entry contemplated by this Section 20 is anticipated to require closure of the Trail Facility, or otherwise materially interfere with the public's use of the Trail Facility, WSDOT shall provide advance notice of such entry to allow TENANT the reasonable opportunity to take appropriate measures, including, but not limited to, notifying the public of such anticipated closure.

WSDOT and FHWA shall comply with all applicable state, federal and contractor safety requirements at all times when on the Premises and jobsite. TENANT assumes no responsibility and shall have no liability arising from or relating to WSDOT or FHWA's failure to comply with such safety requirements.

21. INSURANCE.

A. TENANT warrants that it is self-insured, and agrees to provide acceptable evidence of its self-insured status to WSDOT. TENANT's insurance policy must provide liability coverage for the Premises, including general liability coverage for bodily injury, property damage, and personal injury of not less than Five Million and no/100 Dollars (\$5,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Five Million and no/100 Dollars (\$5,000,000.00) per policy period. All per occurrence and aggregated limits required hereunder shall apply solely to the Premises, which are the subject of this Lease. Coverage under policies shall be triggered on an "occurrence basis," not on a "claims made" basis. TENANT shall increase the policy limits at its sole cost, when and if WSDOT deems it necessary due to TENANT's use of the Premises within ten (10) calendar days of WSDOT's written request to do so.

B. TENANT assumes all obligations for premium payment, and in the event of non-payment is obligated to reimburse WSDOT the cost of maintaining the insurance coverage and any legal fees incurred in enforcing such reimbursement in the event TENANT fails to pay the policy premiums.

C. Coverage, if obtained by TENANT in compliance with the Section, shall not be deemed as having relieved TENANT of any liability in excess of such coverage.

D. In the event TENANT, after commencement of this Lease, elects to terminate its self-insured status and secure commercial liability coverage, TENANT will promptly notify WSDOT, promptly secure insurance coverage as designated herein or as amended by WSDOT and promptly provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, to the satisfaction of WSDOT. WSDOT shall be named as an additional insured by endorsement of the liability policy required, utilizing ISO Form 2026 (Additional Insured—Designated Person or Organization) or its equivalent without modification. The endorsement shall require the insurer to provide the WSDOT, Real Estate Services Office, P.O.

Box 47338 Olympia, WA 98504-7338, with no less than thirty (30) calendar day's written notice before any cancellation of the coverage required herein.

22. HOLD HARMLESS/INDEMNIFICATION.

A. To the extent allowed under Washington law, TENANT, its successors and assigns, will defend, indemnify and hold harmless WSDOT, its authorized agents and employees, from all claims, actions, costs, damages (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, or employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT or its authorized agents, employees, contractors or licensees provided that, if the claims or damages are caused by or result from the concurrent negligence of (1) WSDOT, its agents, employees, contractors or licensees; and (2) TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, or employees, or any person whomsoever and/or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of TENANT or its assigns, subtenants, agents, contractors, licensees, invitees, employees or any other person whomsoever. TENANT's indemnification requirements are limited as described in the City of Seattle 2021 Appropriations to Satisfy Indemnity Claims Letter, dated February 22, 2021, attached hereto as **Exhibit C** and by this reference incorporated herein, which letter identifies amounts potentially available to satisfy indemnity obligations from the City's Judgment Claims Subfund, which amounts are subject to change from year to year.

B. To the extent allowed under Washington law, WSDOT, its successors and assigns, will defend, indemnify, and hold harmless TENANT, its authorized agents and employees, from all claims, actions, costs, damages (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of WSDOT, its assigns, agents, contractors, licensees, or employees, arising out of or in connection with any acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of TENANT or its authorized agents, assigns, subtenants, agents, contractors, licensees, invitees, employees or any other person whomsoever, or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (1) TENANT, its agents, employees, subtenants, agents, contractors, licensees, invitees, employees, or any other person whomsoever; and (2) WSDOT, its assigns, agents, contractors, licensees, or employees, and/or involves those actions covered by

RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of WSDOT or its assigns, agents, contractors, licensees, invitees, and employees.

C. The PARTIES agree that their obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while occupying the Premises for any purpose. For this purpose, each Party, by MUTUAL NEGOTIATION, hereby waives with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions RCW 51.12.

D. The indemnification and WAIVER provisions contained in this Section shall survive the termination or expiration of this Lease.

23. NONDISCRIMINATION. TENANT, for itself, its successors, and assigns, as part of the consideration hereof, does hereby agree to comply with all applicable civil rights and antidiscrimination requirements including, but not limited to, RCW 49.60.

24. ASSIGNMENT. Tenant shall not assign, sublet, or transfer this Lease nor any rights created by it without WSDOT's prior written approval.

25. SURRENDER OF PREMISES/REMOVAL OF TENANT'S IMPROVEMENTS/PERSONAL PROPERTY.

A. Upon termination of this Lease, TENANT shall cease its operations on and/or use of the Premises and shall vacate the Premises. In the event TENANT fails to vacate the Premises on the date of termination, TENANT shall be liable for any and all costs to WSDOT arising from such failure. As used herein, "vacate" shall include preventing use of the Premises by the public.

B. Upon termination of this Lease, TENANT agrees, if so directed by WSDOT, to restore grades and relocate WSDOT's fences, if any, on limited access highways to their configurations prior to TENANT's occupancy. This work is to be done at TENANT's sole expense to the satisfaction of WSDOT. The provisions contained in this Section shall survive the termination or expiration of this Lease.

C. Upon termination of this Lease, TENANT agrees, if so requested by WSDOT, to remove the Trail Facility, remove all improvements and personal property, and/or provide erosion control treatment at its own expense and to WSDOT's satisfaction. TENANT shall return the Premises to its original condition before the construction of the Trail Facility, except for deep foundations, which shall be removed to five (5) feet below grade. Should a future WSDOT project require removal of said foundations, TENANT shall fully reimburse WSDOT for the costs of such removal at TENANT's sole expense. The provisions contained in this Section shall survive the termination or expiration of this Lease.

D. If requested by WSDOT, TENANT shall accomplish the work under Section 25.B and 25.C within sixty (60) months of written notice from WSDOT. If TENANT has not removed its improvements and/or personal property and returned the Premises to its original condition (excepting deep foundations as set forth above in Subsection C) within such sixty-month period, WSDOT may remove and dispose of said improvements and/or personal property and return the Premises to its original condition at the expense of TENANT, and TENANT shall reimburse WSDOT for any and all expenses incurred by WSDOT in connection with such removal, work or disposal within thirty (30) calendar days of the date of WSDOT's invoice.

26. INVOICE AND PAYMENTS.

A. To the extent either Party is entitled to any payment under this Lease, the Party to whom payment is owed shall provide invoices to the owing Party, and the owing Party agrees to pay the invoice within (60) calendar days from the date of such invoice (the "Due Date").

B. Payments to WSDOT shall be made payable to the Washington State Department of Transportation. All payments shall be mailed or delivered to:

DEPARTMENT OF TRANSPORTATION (mailing address)
Attn: Property Management Program Manager
P.O. Box 47339
Olympia, WA 98504-7339

DEPARTMENT OF TRANSPORTATION (Physical Address)
Attn: Property Management Program Manager
7345 Linderson Way SW
Tumwater, WA 98501

C. Payments to TENANT shall be made payable to City of Seattle. All payments shall be mailed or delivered to:

THE CITY OF SEATTLE (mailing address)
Attn: Department of Transportation
PO Box 34996
Seattle, WA 98124-4996

D. If a Party objects to all or any portion of an invoice, it shall notify the other Party within thirty (30) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. The PARTIES shall immediately make every effort to settle the disputed portion.

E. All sums due and not paid by the Due Date shall bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater; provided that, if the highest rate allowable by law is less than twelve percent (12%), interest

charged hereunder shall not exceed that amount. Interest shall be calculated from the Due Date to the date of payment; provided, however, that in the event a Party disputes all or any portion of an invoice, interest shall be calculated and paid from the Due Date only on those disputed amounts that such Party is determined to owe following the PARTIES' resolution of the dispute.

F. TENANT agrees that if payment of any sum due WSDOT for costs recoverable under this Lease is not paid by the Due Date and has not been disputed by TENANT, WSDOT shall be entitled to withhold the total sum due from the TENANT's regular monthly Motor Vehicle Fund payment until such time as the amount due has been paid in full.

27. NO RELATIONSHIP ESTABLISHED. WSDOT shall in no event be construed to be a partner with, or associate or joint venturer of TENANT or any party associated with TENANT. TENANT shall not create any obligation or responsibility on behalf of WSDOT or bind WSDOT in any manner.

28. TRANSPORTATION PURPOSES.

A. TENANT and WSDOT hereby affirm that upon termination or expiration of this Lease for any reason and the subsequent use of the Premises for transportation or other purposes, such use will not be considered the use of any publicly-owned land from a public park, recreation area, or wildlife and waterfowl refuge within the meaning of 23 U.S.C. 138 and 49 U.S.C. 303 (former 49 U.S.C.1653 (f), Section "4F"). If this Lease is terminated for highway construction and WSDOT, an authorized local, state, or federal official having jurisdiction of the land, or a court of competent jurisdiction determines that replacement of the Trail Facility is required under 23 U.S.C. 138 and 49 U.S.C. 303, TENANT agrees that it shall be responsible for and promptly replace the Trail Facility as required and pay all such costs in accordance with Section 6(B) of this Lease.

B. TENANT further acknowledges, agrees, and promises not to use Outdoor Recreation Funds as provided for in the Land and Water Conservation Fund Act, 16 U.S.C. 460-I, sections 4-11 (see section 8(f)(3) within state-owned right of way; such funds may be used outside of the state-owned right of way).

29. CONDITION OF THE PROPERTY. WSDOT and TENANT acknowledge that they have jointly examined the Premises identified in **Exhibit A**, attached hereto, and TENANT accepts said Premises in its present condition as of the Commencement Date of this Lease; provided, however, that such acceptance shall in no way waive or impair any right of TENANT to indemnification and reimbursement under Section 10 of this Lease with respect to any known or unknown Hazardous Substances on or near or affecting the Premises.

30. BINDING CONTRACT. This Lease shall not become binding upon WSDOT unless and until executed for WSDOT by the Secretary of Transportation, or such Secretary's duly authorized representative.

31. ATTORNEYS' FEES. In the event of any controversy, claim, or dispute arising out of this Lease, each Party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorneys' fees and costs.

32. MODIFICATIONS. This Lease contains all the agreements and conditions made between the PARTIES hereto and may not be modified orally or in any manner other than by written amendment, signed by all authorized PARTIES thereto.

33. INTERPRETATION. This Lease shall be governed by and interpreted in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Lease are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

34. SEVERABILITY. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

35. VENUE. TENANT agrees that the venue of any action or suit concerning this Lease shall be in the Thurston County Superior Court and all actions or suits thereon shall be brought therein, unless applicable law requires otherwise.

36. TOTALITY OF AGREEMENT. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by WSDOT except to the extent that the same are expressed in this Lease.

37. MEMORANDUM OF LEASE. The PARTIES hereby agree to execute and record a memorandum of lease, if either Party so requests.

38. NOTICES. Wherever in this Lease written notices are to be given or made, they will be sent by certified or overnight mail addressed to the PARTIES at the addresses listed below, unless a different address has been designated in writing and delivered to the other Party.

WSDOT: DEPARTMENT OF TRANSPORTATION (Mailing Address)
Attn.: Property Management Program Manager
P. O. Box 47338
Olympia, WA 98504-7338

DEPARTMENT OF TRANSPORTATION (Physical Address)
Attn.: Property Management Program Manager
7345 Linderson Way SW
Tumwater, WA 98501

TENANT: CITY OF SEATTLE (Mailing Address)
Attn: Department of Transportation
PO Box 34996
Seattle, WA 98124-4996

Exhibits:

A: Depiction of Trail Lease Area

B: Vertical Datum

C: City of Seattle 2021 Appropriations to Satisfy Indemnity Claims Letter

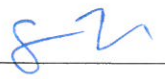
D: Depiction of Cooperative Agreement CA-01-14339


Signatures:

Accepted and Approved by:

THE CITY OF SEATTLE


WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION


By: 
Title: DIRECTOR, SEATTLE DEPARTMENT
OF TRANSPORTATION
Dated: 9/27/21

By: 
Title: Deputy Regional Administrator
Dated: Sept. 29, 2021

APPROVED AS TO FORM

APPROVED AS TO FORM

By: 
Assistant City Attorney
Date: 9-24-2021

By: 
Assistant Attorney General
Date: 9/24/21

AGENCY ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this 27th day of September, 2021 before me personally appeared Sam Zimbrus, to me known to be the duly appointed Director of The City of Seattle, Seattle Department of Transportation, and that s/he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said The City of Seattle, Seattle Department of Transportation, for the uses and purposes therein set forth, and on oath states that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 27th day of September, 2021.



Mary A. Jung
(Signature)

MARY A. JUNG
(Print or type name)

Notary Public in and for the State of Washington
residing at Seattle, WA

My commission expires March 5, 2024

WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

^{King}
COUNTY OF THURSTON)

On this 29th day of September, 2021 before me personally appeared Brian Nielsen, to me known to be the duly appointed Brian Nielsen, and that s/he executed the within and foregoing Deputy Regional Administrator instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 29th day of September, 2021.

Betsy Chase
(Signature)

Betsy Chase
(Print or type name)
Notary Public in and for the State of Washington
residing at Seattle, WA
My commission expires 9/30/23



Exhibit A
Depiction of Trail Lease Area
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge Trail Lease
Page 1 of 2

T. 26 N. R. 4 E. W. M.

NW 1/4 NW 1/4 SEC. 32

ACCESS NOTES:

- PEDESTRIANS, BICYCLES, AND CITY OF SEATTLE MAINTENANCE PERSONNEL WILL BE PERMITTED ACCESS AND USE OF THE BRIDGE DESIGNATED AT STA 26+21 LT AND 31+08 RT AND WILL BE ALLOWED TO ENTER/LEAVE THE RIGHT OF WAY VIA THE BRIDGE AND TRAVEL WITHIN THE RIGHT OF WAY AND DESIGNATED LEASE AREAS BETWEEN STA 25+99 LT AND 26+42 LT AND BETWEEN STA 26+94 RT AND 32+93 RT. BRIDGE CONSTRUCTION EQUIPMENT AND PERSONNEL WILL BE ALLOWED TO ENTER/LEAVE THE RIGHT OF WAY AND TRAVEL WITHIN THE RIGHT OF WAY AND DESIGNATED LEASE AREAS BETWEEN STA 25+74 LT AND STA 26+42 LT AND BETWEEN STA 26+51 RT AND STA 33+11 RT.

PERSONNEL WILL BE ALLOWED TO ENTER THE RIGHT OF WAY BETWEEN THE FOLLOWING POINTS:

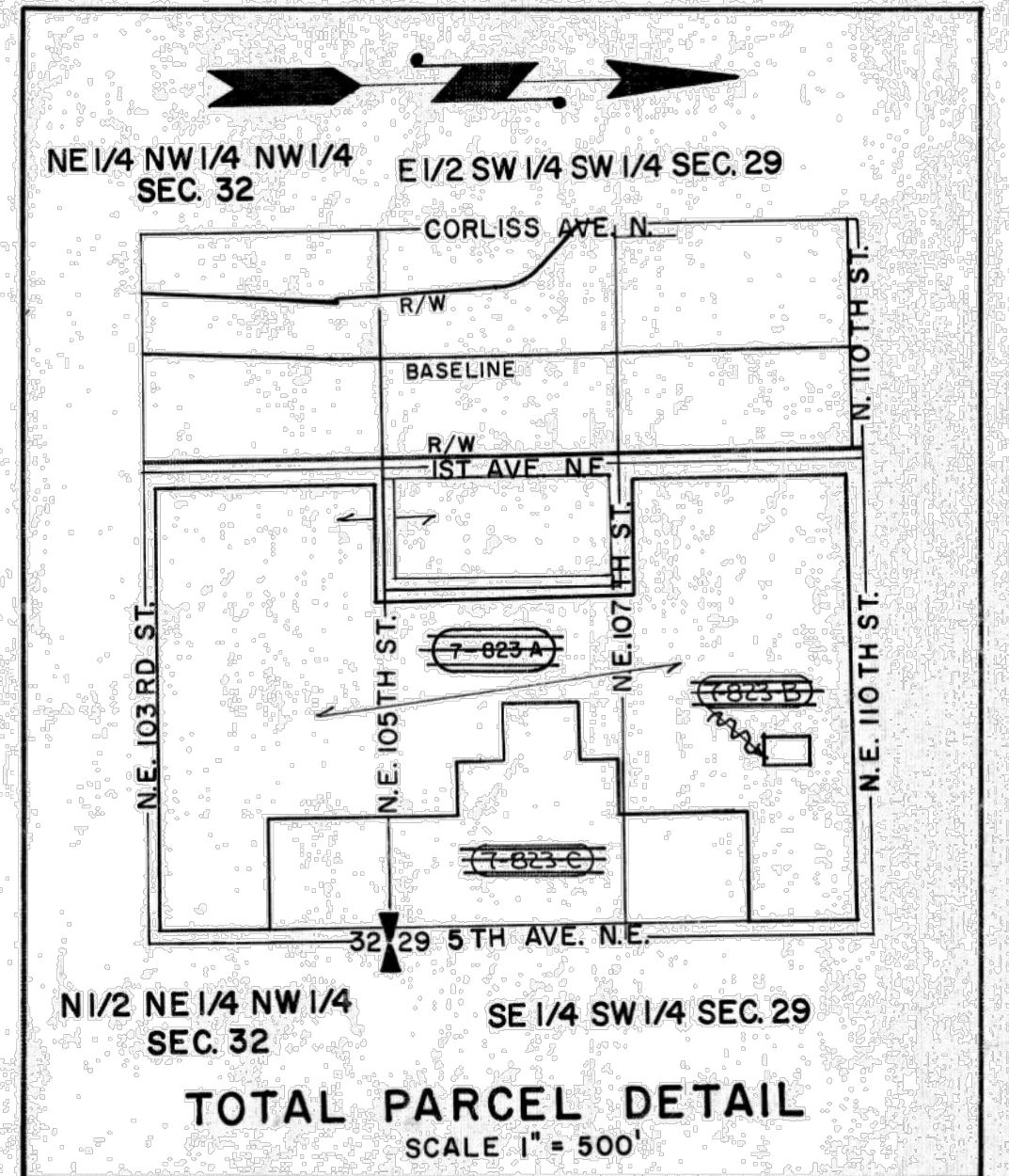
SR 5 STATION AND OFFSET TABLE	
NO.	STATION, OFFSET
01	STA 26+94.45, 329.47'RT
02	STA 32+88.71, 298.80'RT
03	STA 27+07.93, 305.43'RT
04	STA 27+32.09, 303.82'RT
05	STA 27+34.64, 314.93'RT

LONG TERM TRAIL LEASE=57,425 SF
TEMPORARY CONSTRUCTION AREA=134,333 SF

ACCESS NOTE:
No. 21. The privilege of access to areas within the right of way is permitted from outside the right of way to the user designated, solely for use authorized by and subject to the conditions of the Franchise, Permit, or Agreement specified. No access will be allowed to the traveled highway lanes or ramps.

Roman Numeral depicts revision of specific date

OWNERSHIPS		ALL AREAS TO NEAREST 10 SQ. FT. UNLESS OTHERWISE NOTED.	
PARCEL NO.	NAME	TOTAL AREA	TAKE REMAINDER LT. RT.
7-804	RAMSEY	ACCESS ONLY	
7-805	FALLMER	36,000	36,000
7-806	STAAR	36,000	14,850 21,150
7-807	FALLMER	18,000	18,000
7-808	HAMPSON	9,000	9,000
7-809	HAMPSON	9,350	9,350
7-810	GILL	13,500	13,500
7-811	HAWKINSON	27,340	27,340
7-812	SKUTT	27,390	2,880 24,510
7-813	SHEVLING	18,250	18,250
7-814	JONES	18,620	18,620
7-815	RADFORD	3,44AC	3,44AC
7-816	JOHNSON	3,35AC	3,35 AC
7-814 A	GROUP HEALTH COOP	ACCESS ONLY	
7-823 A	NORTHGATE CENTER INC	ACCESS ONLY	
7-823 B	PAUL BANK OF COMM		
7-823 C	PAUL BANK OF COMM		



Note: Approved per State Highway Commission order May 15, 1962

Note:
Sta. 32+00 to Sta. 39+00 Approved per State Highway Commission Order March 21, 1961

EXHIBIT A

NOTE:
Sta. 25+84.98 to Sta. 33+15 Approved per State Highway Commission Order Sept. 20, 1960

PRIMARY STATE HIGHWAY NO. 5 SR 5

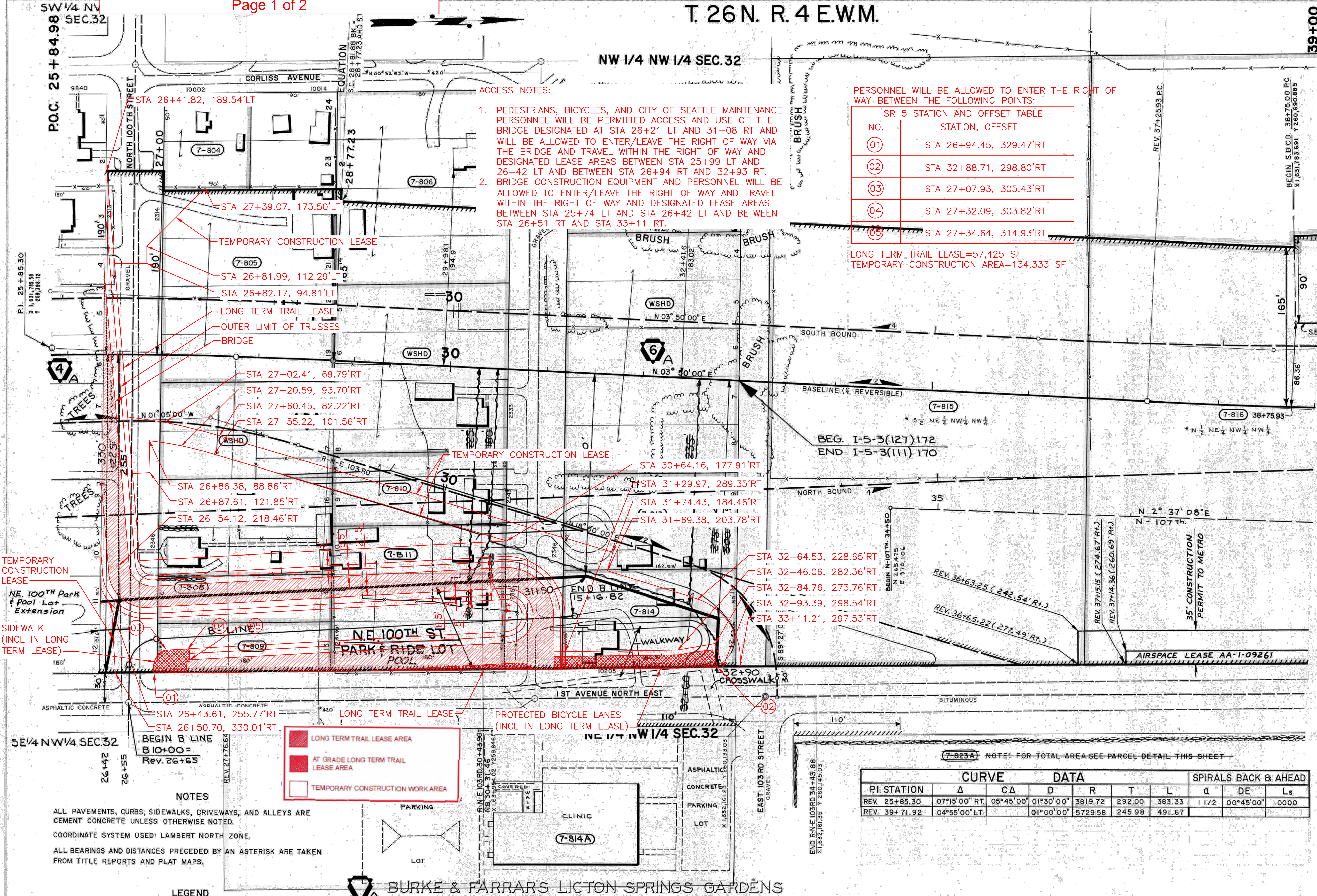
SEATTLE FREEWAY
E. 75th ST. TO E. 145th ST.
KING COUNTY

RIGHT OF WAY
Station 25+84.98 to Station 39+00

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

SCALE:
1 Inch = 50 Feet

APPROVED June 7, 1960
SHEET 7 OF 22 SHEETS

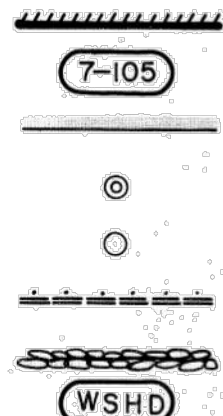


NOTES

ALL PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, AND ALLEYS ARE CEMENT CONCRETE UNLESS OTHERWISE NOTED.
COORDINATE SYSTEM USED: LAMBERT NORTH ZONE.
ALL BEARINGS AND DISTANCES PRECEDED BY AN ASTERISK ARE TAKEN FROM TITLE REPORTS AND PLAT MAPS.

LEGEND

- ACCESS TO BE PROHIBITED SHOWN THUS: [Symbol]
- PROPERTY OWNERSHIP NUMBERS [Symbol]
- PROPERTY LINES [Symbol]
- COORDINATED MONUMENT, CITY OF SEATTLE [Symbol]
- EXISTING MONUMENT [Symbol]
- RETAINING WALL [Symbol]
- ROCKERY [Symbol]
- STATE-OWNED, DEPT. OF HIGHWAYS [Symbol]



ACCESS NOTE:

Access to and from the Park and Ride Lot will be permitted from 1st Avenue N.E. via the B-Line at Rev. Sta. 26+65 on the right. Pedestrian access will be permitted along walkway as provided.

METRO	Rev. 37+14.36 to 39+63.80 (AA-1-09261)	21
SPECIFIED USER	STATION ON ROADWAY	TYPE
ACCESS APPROACH SCHEDULE		

CURVE DATA							SPIRALS BACK & AHEAD		
P.I. STATION	Δ	CΔ	D	R	T	L	q	DE	Ls
REV. 25+85.30	07°15'00" RT.	05°45'00"	01°30'00"	3819.72	292.00	383.33	1 1/2	00°45'00"	1.0000
REV. 39+71.92	04°55'00" LT.		01°00'00"	5729.58	245.98	491.67			

LETTER	DATE	DESCRIPTION	BY
Letter 7-15-88	1-27-89	Added Airspace Lease AA-1-09261 on Rt. Sta. REV. 37+14.36 to REV. 39+00; Added Construction Permit on Rt. Sta. REV. 36+63.25 to REV. 39+00.	SRT
Letter 11-30-84	1-14-85	Revised, N.E. 100th Park and Ride Lot to Park and Pool Lot. Added NE 100th Park and Pool Lot Extension.	SRT
Letter 12-23-81	1-25-82	Revised westerly boundary NE 100th St. Park & Ride Lot. 30+32 to 32+90	RLS
Letter 9-21-81	11-2-81	Added NE 100th St. Park & Ride Lot Access Note, Rev. Total Plan Sheet No.	JS
Letter 4-8-89	5-1-89	Deleted Parcels 7-823A, 7-823B, 7-823C	JS
Letter 12-26-84	2-4-84	Total Parcel Detail rev. Parcels 7-823B & 7-823C added, 7-823A rev.	JS
Letter 3-15-82	4-3-82	Parcel 7-815 Name & Area Rev.	B.K.
Letter 2-13-82	3-13-82	N-127th Ramp Added	B.K.
Letter 2-13-82	2-27-82	Ownership revised	O.L.L.
Letter 4-21-81	5-2-81	UA added Rt. Sta. 32+001 to Sta. 33+001 on 1st Ave. N.E.; Topog. added Ownerships rev.	O.L.L.
AUTHORITY	DATE	SUBSEQUENT APPROVAL	BY

REVISIONS
NO. DATE BY
1 11-30-84 SRT
2 1-14-85 SRT
3 1-25-82 SRT
4 11-2-81 JS
5 5-1-89 JS
6 2-4-84 JS
7 4-3-82 B.K.
8 3-13-82 B.K.
9 2-27-82 O.L.L.
10 5-2-81 O.L.L.
11 4-21-81 O.L.L.

APPROVED
DATE 6/7/60
BY [Signature]

D-8 R/W 58-5/1937

Exhibit A
Depiction of Trail Lease Area
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge Trail Lease
Page 2 of 2

T. 26 N. R. 4 E.W.M.

SEE INSERT

STA 26+37.04, 189.48'LT

STA 26+20.57, 189.30'LT

STA 26+04.11, 189.02'LT

STA 25+99.32, 189.16'LT

STA 25+74.15, 188.88'LT

TEMPORARY CONSTRUCTION LEASE

STA 25+74.11, 94.18'LT

BRIDGE

OUTER LIMIT OF TRUSSES

LONG TERM TRAIL LEASE

TEMPORARY CONSTRUCTION LEASE

STA 21+22.57, 47.74'RT

STA 21+19.22, 113.26'RT

STA 25+79.08, 59.96'RT

STA 25+83.70, 126.83'RT

STA 26+01.86, 216.73'RT

TEMPORARY CONSTRUCTION LEASE

STA 26+04.32, 258.03'RT

DAMAGE CLAIMS

PARCEL NO.	NAME
7-792A	LOGAN

CURVE		DATA		SPIRALS BACK & AHEAD	
P.I. STATION	Δ	CA	D	R	T
REV. 25+85.30	7°15'00"RT	5°45'00"R	1°30'00"R	3,819.72	292.00
				383.33	1 1/2
					0°45'00" 1.0000

PERSONNEL WILL BE ALLOWED TO ENTER THE RIGHT WAY BETWEEN THE FOLLOWING POINTS:

SR 5 STATION AND OFFSET TABLE	
NO.	STATION, OFFSET
06	STA 26+10.30, 189.21'LT
07	STA 26+30.84, 189.37'LT

LONG TERM TRAIL LEASE=57,425 SF
TEMPORARY CONSTRUCTION AREA=134,333 SF

LETTER	DATE	DESCRIPTION	BY
Letter 11-30-84	1-14-85	Added NE 100th St. Park & Pool Lot Extension and Access Note	SRT
Letter 10-1-89	10-16-89	Damage Claim Parcel No. 104	RLS
Letter 11-24-91	11-25-91	Dist. to Bldg. Added on LT Sta. 26+03.19	B.K.
Letter 1-5-00	5-27-00	R/W, L/A & Ownership Revised LT Sta. 16+00 to Sta. 17+00	ALB
AUTHORITY		SUBSEQUENT APPROVAL	

OWNERSHIPS		ALL AREAS TO NEAREST 10 SQ. FT. UNLESS OTHERWISE NOTED.	
PARCEL NO.	NAME	TOTAL AREA	REMAINDER
7-777	SCHROEDER	21,600	18,130
7-778	FERRARI	18,000	10,160
7-779	OLSON	9,000	1,410
7-780	INKS	9,000	1,660
7-781	RICHARDSON	9,350	2,000
7-782	J.W. MORRISON, INC.	9,000	9,000
7-783	J.W. MORRISON, INC.	18,340	18,340
7-784	FRISON	6,000	6,000
7-785	CHAN	9,720	9,720
7-786	CARROLL	8,190	8,190
7-787	SIMPSON	18,160	18,160
7-788	COONSE	9,080	9,080
7-789	BOWKER	10,110	10,110
7-790(1)	NAT'L BANK OF COM. OF SEATTLE	27,640	27,640
7-790(2)	OF SEATTLE	29,950	29,950
7-791	COMBS	9,130	8,450
7-792	GREEN	18,000	23,40
7-793	BURNS	18,000	18,000
7-795	SCHUG	6,000	10,30
7-796	VETERANS ADMINISTRATION	6,000	11,10
7-797	ROBERTS	6,000	11,30
7-798	BUTT	18,000	18,000
7-799	FYE	9,000	9,000
7-800	NAT'L BANK OF COM. OF SEATTLE	18,000	18,000
7-801	GRAHAM	9,280	9,280
7-802	LANGE	18,000	18,000
7-803	HYATT	18,300	18,300

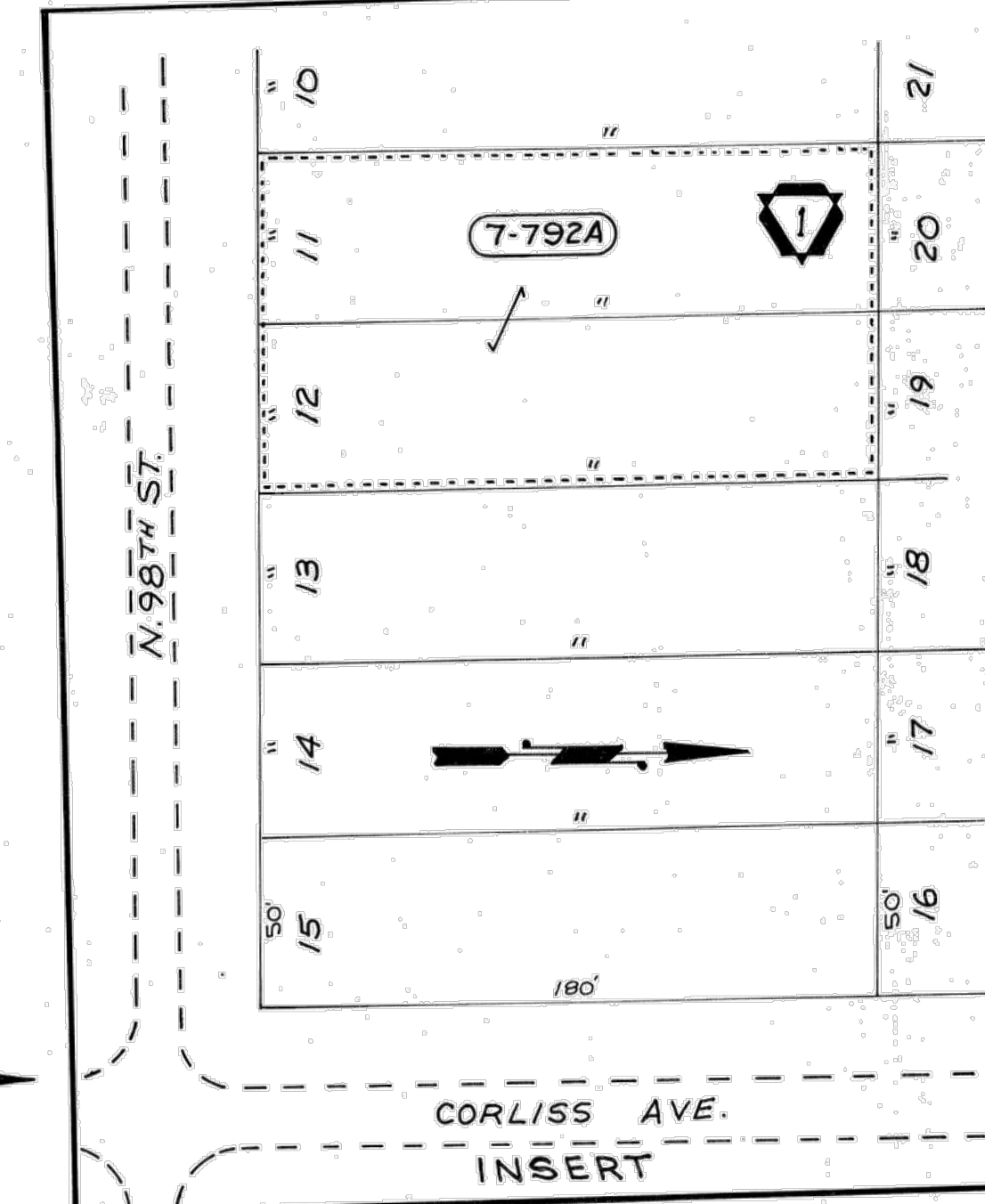


EXHIBIT A

NOTE:
Approved per State Highway
Commission Order Sept. 20, 1960

PRIMARY STATE HIGHWAY NOT SR 5

SEATTLE FREEWAY

E. 75th ST. TO E. 145th ST.

KING COUNTY

RIGHT OF WAY

Station 13+38.17 to Station 25+84.98

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

H. E. HODGSON
E. A. STONE
J. E. REYNOLDS, CHAIRMAN
R. J. MORRIS
E. A. CORWELL
1 inch = 50 Feet
APPROVED June 7, 1960

SHEET 6 OF 22

17

BY

SR-5/1937

DESIGNING ENGINEER	DATE
TRACED	
QUANTITIES PREPARED	
QUANTITIES CHECKED	

DESIGNING ENGINEER	DATE
TRACED	
QUANTITIES PREPARED	
QUANTITIES CHECKED	

COMBINED

NOTES

ALL PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, AND ALLEYS ARE CEMENT CONCRETE UNLESS OTHERWISE NOTED.

COORDINATE SYSTEM USED: LAMBERT NORTH ZONE.

ALL BEARINGS AND DISTANCES PRECEDED BY AN ASTERISK ARE TAKEN FROM TITLE REPORTS AND PLAT MAPS.

LEGEND

- ACCESS TO BE PROHIBITED SHOWN THUS:
- PROPERTY OWNERSHIP NUMBERS
- PROPERTY LINES
- COORDINATED MONUMENT, CITY OF SEATTLE
- EXISTING MONUMENT
- RETAINING WALL
- ROCKERY
- STATE-OWNED, DEPT OF HIGHWAYS

BURKE & FARR, INC.

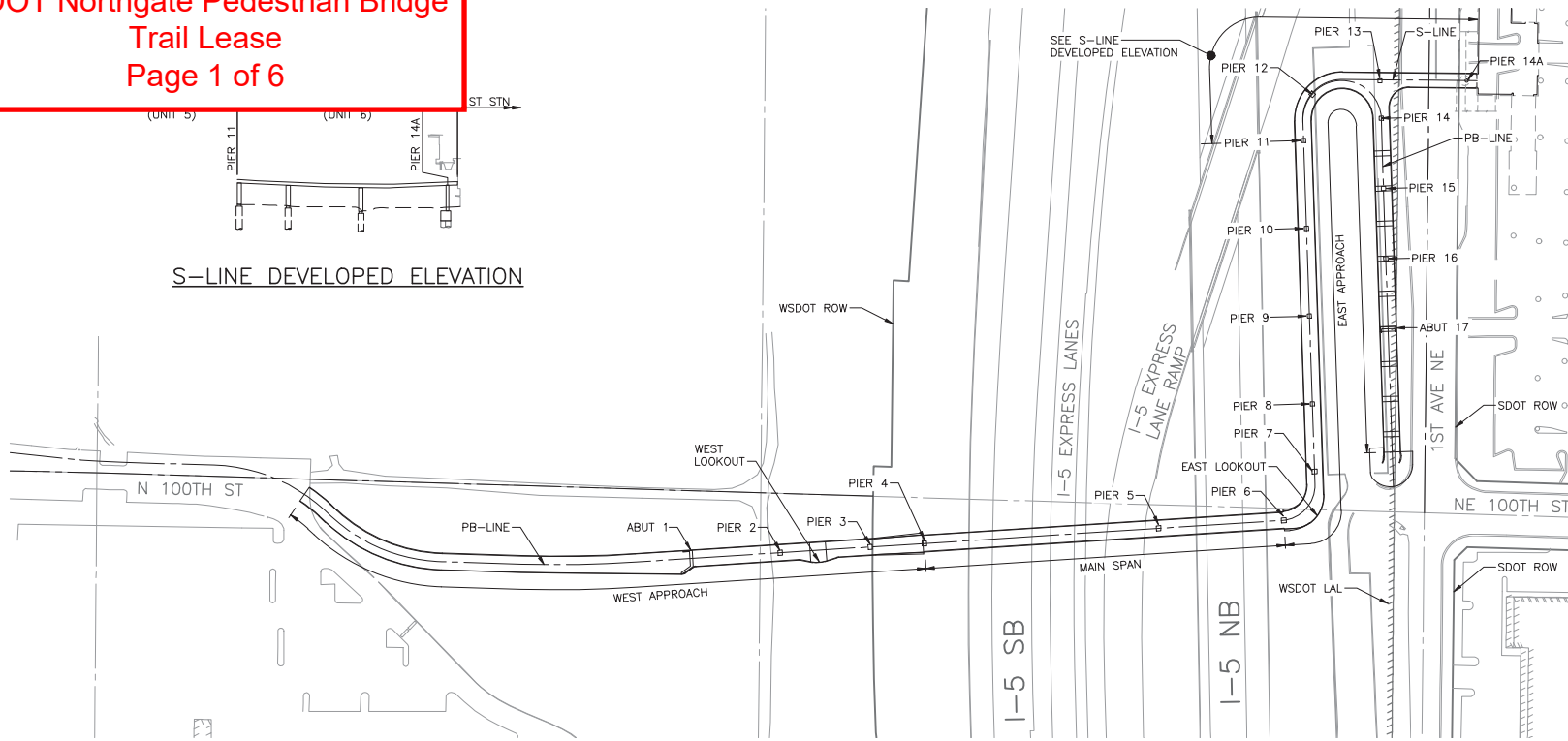
ACCESS NOTE:

Access to and from the will be permitted from Sta. 22+05 on the Right.

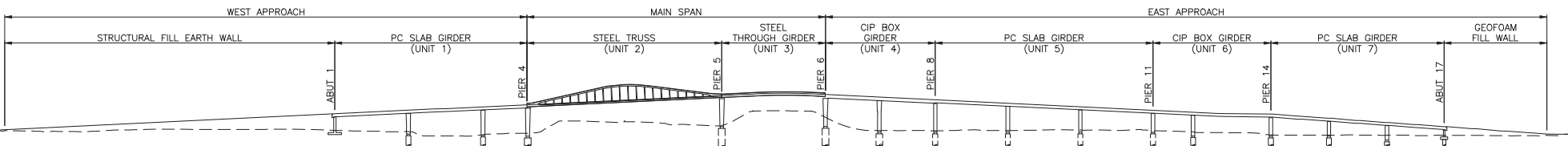
ACCESS NOTES:

PEDESTRIANS, BICYCLES, AND CITY OF SEATTLE MAINTENANCE PERSONNEL WILL BE PERMITTED ACCESS AND USE OF THE BRIDGE DESIGNATED AT STA 26+21 LT AND 31+08 RT AND WILL BE ALLOWED TO ENTER/LEAVE THE RIGHT OF WAY VIA THE BRIDGE AND TRAVEL WITHIN THE RIGHT OF WAY AND DESIGNATED LEASE AREAS BETWEEN STA 25+99 LT AND 26+42 LT AND BETWEEN STA 26+94 RT AND 32+93 RT. BRIDGE CONSTRUCTION EQUIPMENT AND PERSONNEL WILL BE ALLOWED TO ENTER/LEAVE THE RIGHT OF WAY AND TRAVEL WITHIN THE RIGHT OF WAY AND DESIGNATED LEASE AREAS BETWEEN STA 25+74 LT AND STA 26+42 LT AND BETWEEN STA 26+51 RT AND STA 33+11 RT.

Exhibit B
Vertical Datum
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge
Trail Lease
Page 1 of 6



PLAN



PB-LINE DEVELOPED ELEVATION

100% SUBMITTAL NOT FOR CONSTRUCTION
OCTOBER 2018



400 - 117TH AVENUE NE
SUITE 120
BELLEVUE, WA 98004
PHONE: 425-403-6468

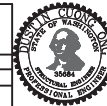
PW# 2018-050

APPROVED FOR ADVERTISING
LIZ ALZEER
DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
SEATTLE, WASHINGTON 20

BY: CITY PURCHASING & CONTRACTING SERVICES DIRECTOR

INITIALS AND DATE		INITIALS AND DATE	
DESIGNED YL	REVIEWED:	DES.	CONST.
CHECKED DCO	SDOT	SDOT	PROJ. MGR.
DRAWN HDO	RECEIVED		
CHECKED YL	REVISED AS BUILT		

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD PLANS AND SPECIFICATIONS AND OTHER DOCUMENTS CALLED FOR IN SECTION 9-03.1 OF THE PROJECT MANUAL.



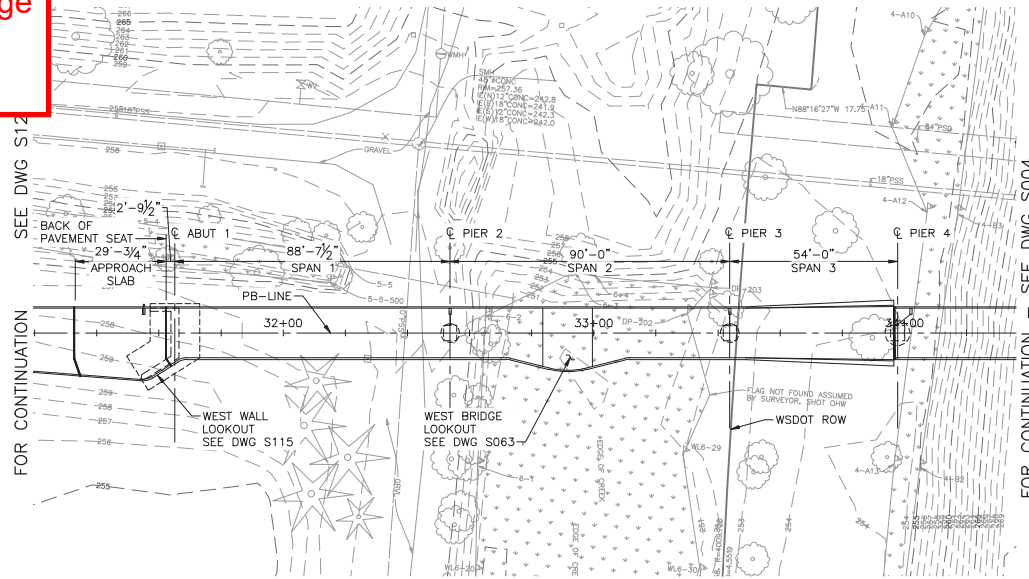
Seattle
Department of
Transportation
ORDINANCE NO. 124796 PW NO. 2018-050
SUBPROJECT ID: TC36735001
SCALE: 1" = 60'

S002
GENERAL STRUCTURE PLAN & ELEVATION

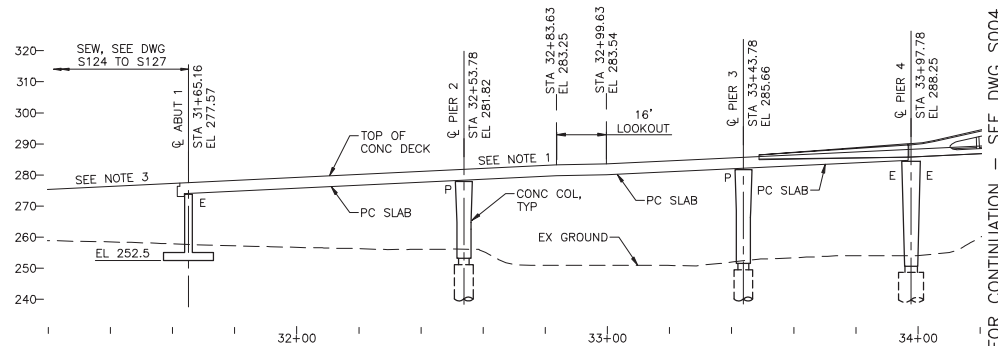
NORTHGATE BRIDGE &
1ST AVE NE PROTECTED
BIKE LANE

PC	TRC0180
R/W	
CO	
VAULT PLAN NO.	
782-313	
SHEET 129 OF 299	

Exhibit B
Vertical Datum
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge
Trail Lease
Page 2 of 6



BRIDGE PLAN



BRIDGE ELEVATION (PB-LINE)

ELEVATIONS SHOWN ARE AT TOP OF
BRIDGE DECK ALONG PB-LINE

NOTES:

1. REFERENCE DWG PR1 THRU PR3 FOR PROFILE GRADE.
2. SEE SITE PREPARATION PLANS FOR TREE, UTILITY, AND OTHER INFORMATION.
3. STRUCTURAL FILL RETAINED EMBANKMENT



100% SUBMITTAL NOT FOR CONSTRUCTION
OCTOBER 2018



400 - 117TH AVENUE
SUITE 120
BELLEVUE, WA 98004
PHONE: 425-403-6468

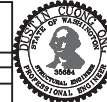
PW# 2018-050

APPROVED FOR ADVERTISING
LIZ ALZEER
DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
SEATTLE, WASHINGTON 20 . . .

BY: CITY PURCHASING & CONTRACTING SERVICES DIRECTOR

INITIALS AND DATE		INITIALS AND DATE	
DESIGNED YL	CHECKED DCO	REVIEWED: DES. SDOT	CONST. PROJ. MGR.
DRAWN HDO	CHECKED YL	RECEIVED	REVISED AS BUILT

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD PLANS AND SPECIFICATIONS AND OTHER DOCUMENTS CALLED FOR IN SECTION 9-03.1 OF THE PROJECT MANUAL.



Seattle
Department of
Transportation
ORDINANCE NO. 124796 PW NO. 2018-050
SUBPROJECT ID: TC36730001
SCALE: AS NOTED

NORTHGATE BRIDGE & 1ST AVE NE PROTECTED BIKE LANE	
PC TRC0180	R/W
CO	CO
VAULT PLAN NO. 782-313	
SHEET 130 OF 299	

S003
BRIDGE PLAN & ELEVATION 1

Exhibit B

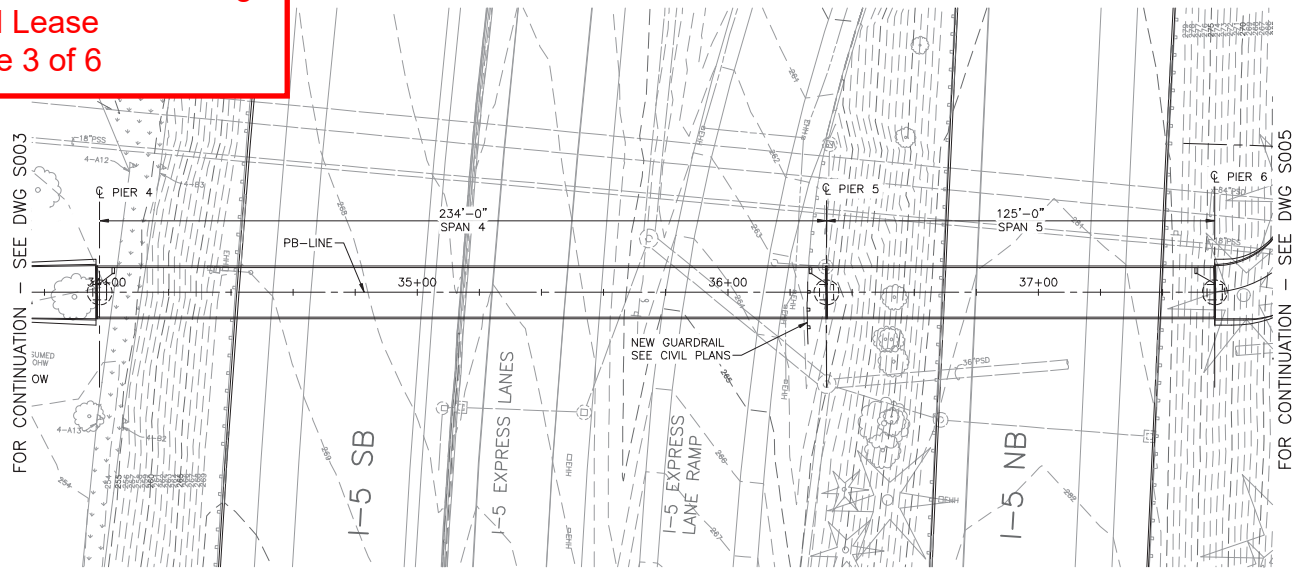
Vertical Datum

ICN 1-17-14264 / TR-01-13782

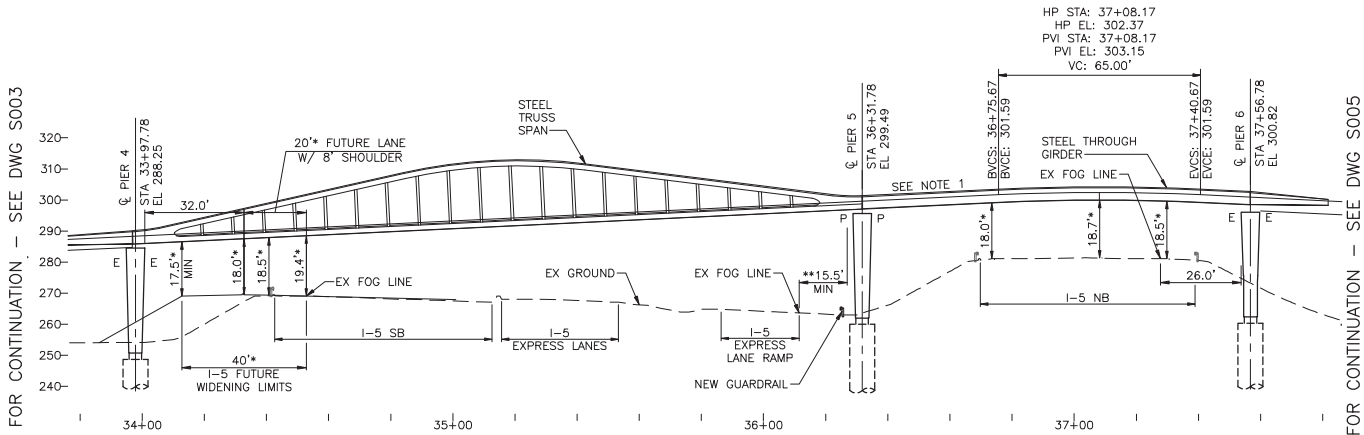
SDOT Northgate Pedestrian Bridge

Trail Lease

Page 3 of 6

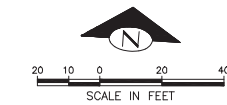


BRIDGE PLAN



BRIDGE DEVELOPED ELEVATION (PB-LINE)

ELEVATIONS SHOWN ARE AT TOP OF
BRIDGE DECK ALONG PB-LINE



- NOTES:
- REFERENCE DWG PR1 THRU PR3 FOR PROFILE GRADE.
 - SEE SITE PREPARATION PLANS FOR TREE, UTILITY, AND OTHER INFORMATION.

- * DIMENSIONS MEASURED ALONG SOUTH SIDE OF STRUCTURE.
- ** CLEAR ZONE DIMENSION MEASURED TO CROSSBEAM ABOVE.

100% SUBMITTAL NOT FOR CONSTRUCTION
OCTOBER 2018

CIVILTECH
engineering
420 - 112TH AVENUE NE
SUITE 120
BELLEVUE, WA 98004
PHONE: 425-403-6468

PacificBridge
11108 - 78TH AVENUE NE
KIRKLAND, WA 98034
PHONE: 425-298-0399

PW# 2018-050

APPROVED FOR ADVERTISING
LIZ ALZEER
DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
SEATTLE, WASHINGTON 20
BY:
CITY PURCHASING & CONTRACTING SERVICES DIRECTOR

INITIALS AND DATE DESIGNED YL YAS CHECKED DCO YAS DRAWN HDO CHECKED YL YAS	INITIALS AND DATE REVIEWED: DES: SDOT CONST: PROJ. MGR. RECEIVED REVISED AS BUILT
--	--



Seattle
Department of
Transportation
ORDINANCE NO. 124796 PW NO. 2018-050
SUBPROJECT ID: TC36735001
SCALE: AS NOTED

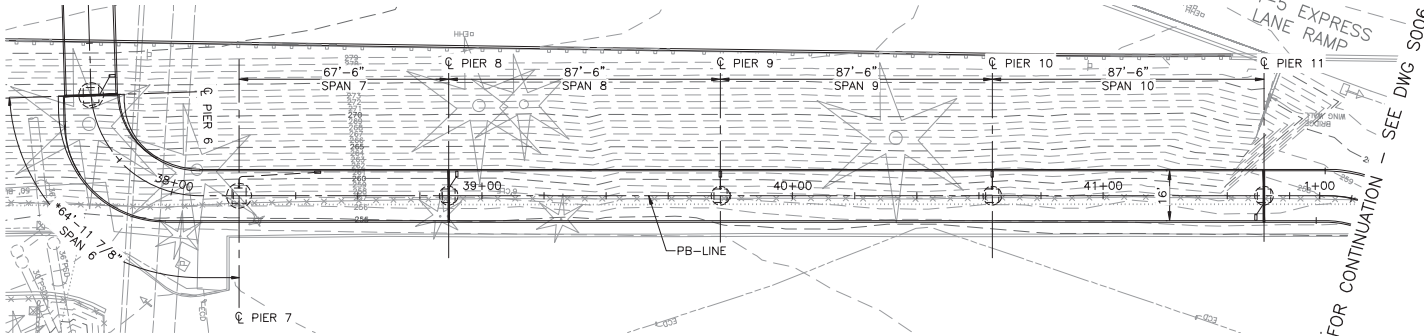
**NORTHGATE BRIDGE &
1ST AVE NE PROTECTED
BIKE LANE**

S004
BRIDGE PLAN & ELEVATION 2
PC TRC0180
R/W
CO
VAULT PLAN NO.
782-313
SHEET 131 OF 299

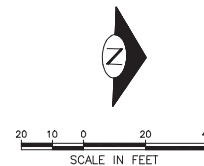
Exhibit B
Vertical Datum
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge
Trail Lease
Page 4 of 6

FOR CONTINUATION - SEE DWG S004

I-5 NB

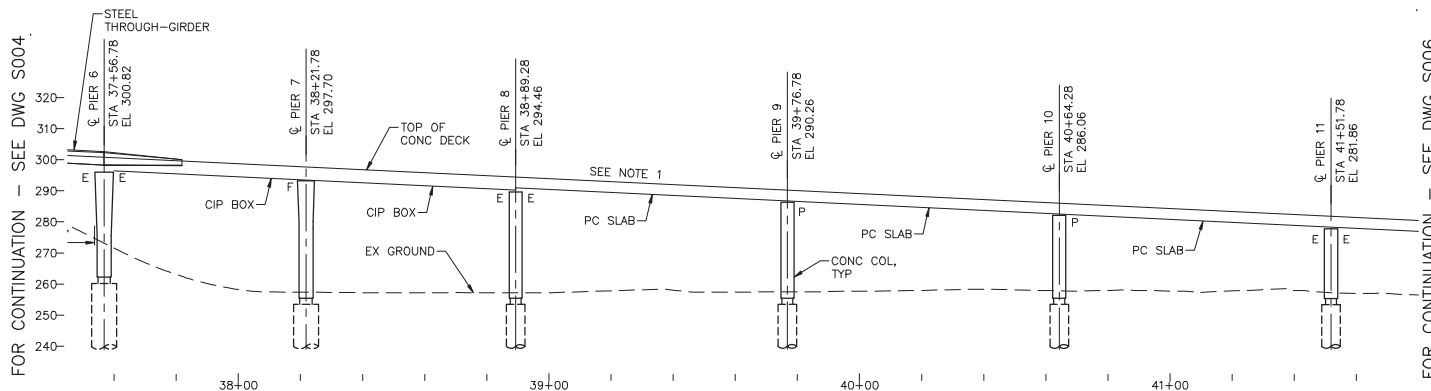


BRIDGE PLAN



NOTES:

1. REFERENCE DWG PR1 THRU PR3 FOR PROFILE GRADE.
 2. SEE SITE PREPARATION PLANS FOR TREE, UTILITY, AND OTHER INFORMATION.
- * INDICATES DIMENSION SHOWN IS ALONG PB-LINE.



BRIDGE DEVELOPED ELEVATION (PB-LINE)

ELEVATIONS SHOWN ARE AT TOP OF
BRIDGE DECK ALONG PB-LINE

100% SUBMITTAL NOT FOR CONSTRUCTION
OCTOBER 2018

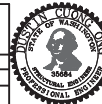


400 - 117TH AVENUE
SUITE 100
BELLEVUE, WA 98004
PHONE: 425-403-6468

PW# 2018-050

APPROVED FOR ADVERTISING
LIZ ALZEER
DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
SEATTLE, WASHINGTON 20
BY: CITY PURCHASING & CONTRACTING SERVICES DIRECTOR

INITIALS AND DATE		INITIALS AND DATE	
DESIGNED YL	CHECKED DCO	REVIEWED:	CONST.
DRAWN HDO	CHECKED YL	SDOT	PROJ. MGR.
		RECEIVED	
		REVISED AS BUILT	



Seattle
Department of
Transportation
ORDINANCE NO. 124796 PW NO. 2018-050
SUBPROJECT ID: TC36735001
SCALE: AS NOTED

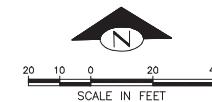
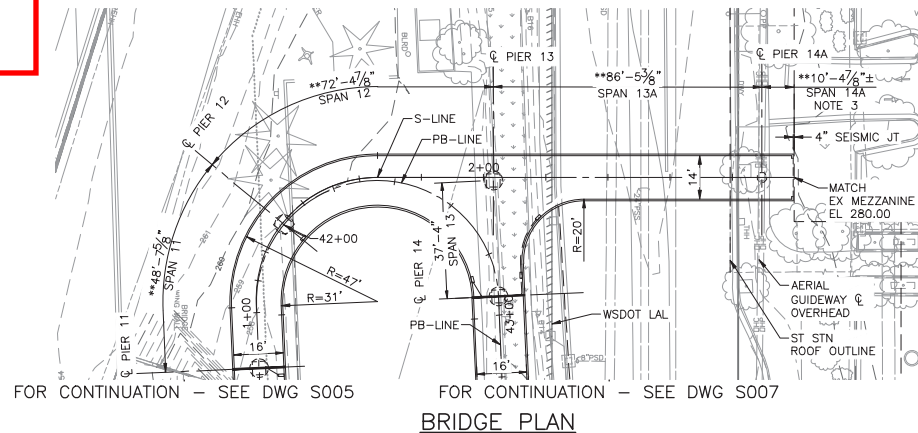
NORTHGATE BRIDGE &
1ST AVE NE PROTECTED
BIKE LANE

PC TRC0180
R/W
CO
VAULT PLAN NO.
782-313
SHEET 132 OF 299

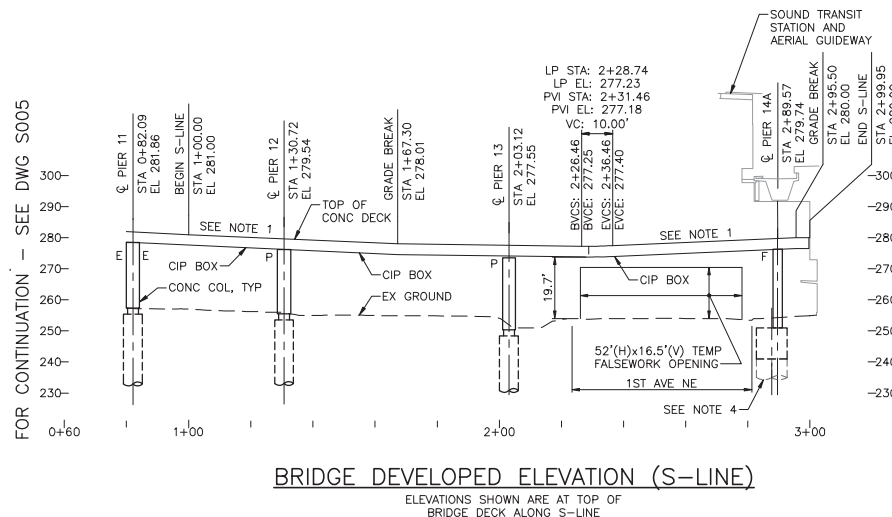
S005

BRIDGE PLAN & ELEVATION 3

Exhibit B
Vertical Datum
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge
Trail Lease
Page 5 of 6



- NOTES:**
- REFERENCE DWG PR1 THRU PR3 FOR PROFILE GRADE AND DWG S109 FOR DECK CONTOUR.
 - SEE SITE PREPARATION PLANS FOR TREE, UTILITY, AND OTHER INFORMATION.
 - DIMENSION SHOWN IS TO EXISTING MEZZANINE OF SOUND TRANSIT STATION.
 - EXISTING DRILLED SHAFT CONSTRUCTED BY SOUND TRANSIT AS PART OF NORTHGATE LINK EXTENSION CONTRACT. SEE DWG S026 FOR DETAILS.
- ** INDICATES DIMENSION SHOWN IS ALONG S-LINE.



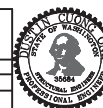
100% SUBMITTAL NOT FOR CONSTRUCTION
OCTOBER 2018



PW# 2018-050

APPROVED FOR ADVERTISING
LIZ ALZEER
DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
SEATTLE, WASHINGTON 20

INITIALS AND DATE		INITIALS AND DATE	
DESIGNED YL	CHECKED DCO	REVIEWED: DES.	CONST.
		SDOT	PROJ. MGR.
DRAWN HDO	CHECKED YL	RECEIVED	REVISED AS BUILT



Seattle Department of Transportation
ORDINANCE NO. 124796 PW NO. 2018-050
SUBPROJECT ID: TC36730001
SCALE: AS NOTED

**NORTHGATE BRIDGE &
1ST AVE NE PROTECTED
BIKE LANE**

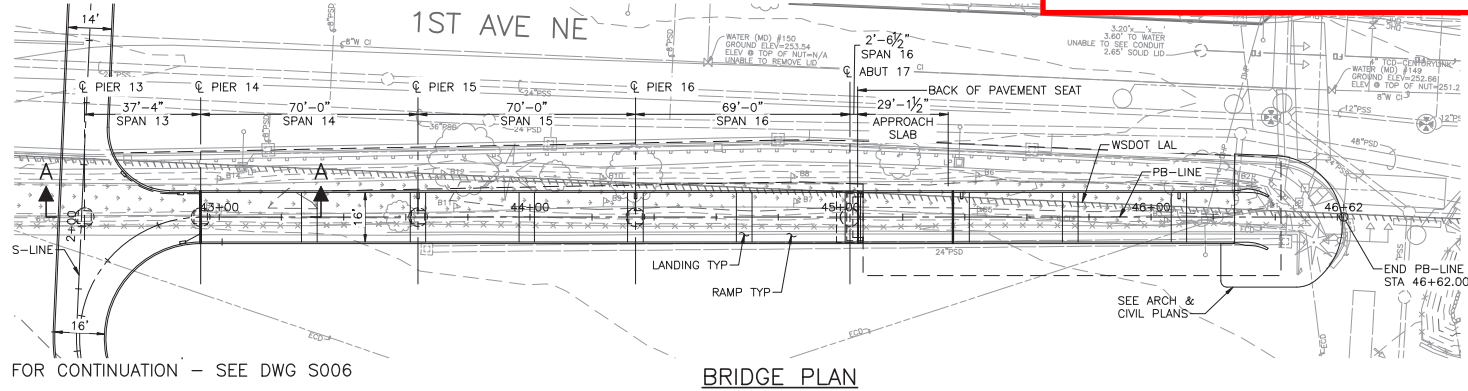
PC TRC0180
R/W
CO
VAULT PLAN NO.
782-313
SHEET 133 OF 299

S006

BRIDGE PLAN & ELEVATION 4

Exhibit B
Vertical Datum
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge
Trail Lease
Page 6 of 6

FOR CONTINUATION - SEE DWG S006

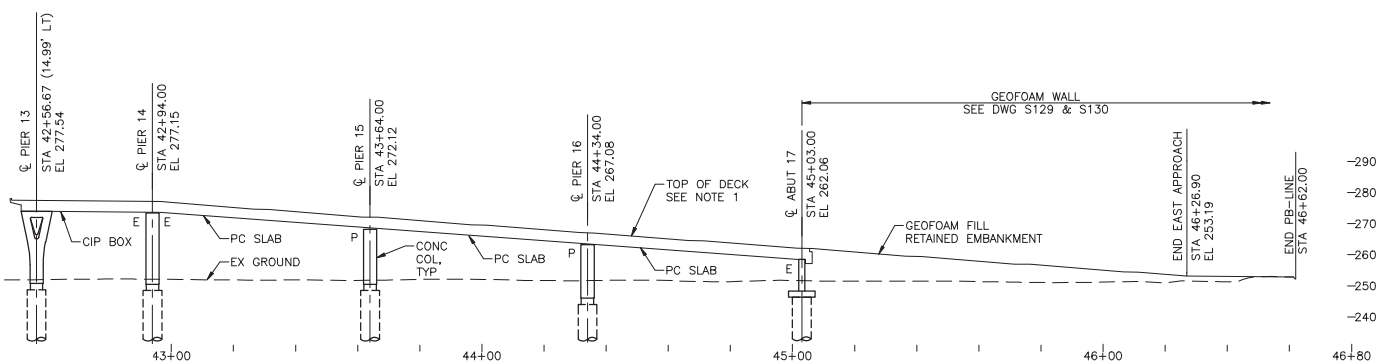


BRIDGE PLAN

NOTES:

1. REFERENCE DWG PR1 THRU PR3 FOR PROFILE GRADE.
2. SEE SITE PREPARATION PLANS FOR TREE, UTILITY, AND OTHER INFORMATION.

FOR CONTINUATION - SEE DWG S006



BRIDGE ELEVATION (PB-LINE & SECTION A-A)

ELEVATIONS SHOWN ARE AT TOP OF
BRIDGE DECK ALONG PB-LINE

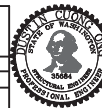
100% SUBMITTAL NOT FOR CONSTRUCTION
OCTOBER 2018



PW# 2018-050

APPROVED FOR ADVERTISING
LIZ ALZEER
DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
SEATTLE, WASHINGTON 20
BY: CITY PURCHASING & CONTRACTING SERVICES DIRECTOR

INITIALS AND DATE		INITIALS AND DATE	
DESIGNED YL	REVIEWED:	DES.	CONST.
CHECKED DCO	SDOT	SDOT	PROJ. MGR.
DRAWN HDO	RECEIVED		
CHECKED YL	REVISED AS BUILT		



Seattle
Department of
Transportation
ORDINANCE NO. 124796 PW NO. 2018-050
SUBPROJECT ID: TC36735001
SCALE: AS NOTED

**NORTHGATE BRIDGE &
1ST AVE NE PROTECTED
BIKE LANE**

PC TRC0180
R/W
CO
VAULT PLAN NO.
782-313
SHEET 134 OF 299

S007
BRIDGE PLAN & ELEVATION 5



Washington State Department of Transportation
Attn.: Cynthia Ong, Property Management Program Manager
P.O. Box 47338
Olympia, WA 98504-7338
VIA EMAIL: Ong, Cynthia <OngC@wsdot.wa.gov>

February 22, 2021

RE: City of Seattle 2021 Appropriations to Satisfy Indemnity Claims

The City leases certain WSDOT property under leases including but not limited to those identified in Attachment A. This letter is in accordance with lease terms requiring a yearly update of the City of Seattle's budget appropriations in the Judgment and Claims Sub-fund.

For 2021, the amount appropriated in the Judgment and Claims Sub-fund, and potentially available to meet claims under the indemnity provisions of the City's leases of WSDOT property, is \$27,569,979 (which includes \$2,347,863 for litigation expenses, and \$14,439,019 to pay claims, and \$5,000,000 to satisfy unanticipated claims), and the amount of excess liability insurance coverage is \$130 million.

If you have any questions regarding this notice, please contact Daniel Bretzke, 206-733-9882 or daniel.bretzke@seattle.gov.

Sincerely,

Daniel Bretzke

Daniel Bretzke
Sr. Real Property Agent
FAS Real Estate Services Division
City of Seattle

cc: Karen Gruen, Director, FAS Real Estate Services Division
Layne Cubell, Dep. Director - Policy & Administration, FAS Real Estate Services Division

Exhibit C
City of Seattle 2021 Appropriation to Satisfy
Indemnity Claims Letter
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge Trail Lease
Page 1 of 3

Attachment A

	Tenant	Description	Term	WSDOT Lease #	WSDOT IC #	Commencement Date
1	City of Seattle, HSD	Homeless Feeding Program – Operation Sack Lunch	Year to year, automatically renewing annually	AA-1-12666	1-17-02154	4/19/2011
2	City of Seattle, SCL	I-5 Transmission Line Station's Landscaping	Indefinite	AA-1-07215	1-17-02371	11/6/1979
3	City of Seattle, SDOT	Cougar Mountain Radio Site	On holdover, expires in 2022	WF-1-11367	1-17-03521	5/31/2002
4	City of Seattle, FAS	Seattle Municipal Tower	Expires on May 4, 2064, but can be renegotiated	AA-1-10494	1-17-04819	3/28/1988
5	City of Seattle, Parks	Old Colman School Playground Ground Lease & I-90	Expires in 2017, but can be renewed	RA-1-10542	1-17-05677	4/25/1997
6	City of Seattle, Parks	Day Street Ramp & I-90	Expires in 2052, but can be renewed	AA-1-10543	1-17-05679	4/25/1997
7	City of Seattle, Parks	Air Space Leases & I-90	Expires in 2017, but can be renewed	AA-1-10546	1-17-05680	4/25/1997
8	City of Seattle, FAS	Charles Street WSDOT Lease	Expires on February 28, 2025, extension to 2030	AA-1-10891	1-17-05807	3/1/2010
9	City of Seattle, Parks	Plymouth Pillars Park	Expires in 2016	AA-1-11481	1-17-06633	2/3/2006
10	City of Seattle, Parks	I-5 Colonnade	Indefinite	AA-1-11623	1-17-06970	3/4/2005
11	City of Seattle, SDOT	Mountain to Sound Trail	Expires in 2023, but may be renewed	TR-1-12702	1-17-08803	3/21/2013
12	City of Seattle, SPU	S. Transfer Station Bike/Pedestrian Pathway	Month to month, automatically renews	AA-1-13053	1-17-09488	12/16/2012
13	City of Seattle, Parks	Two parcels of land for parks	Expires in 2015	AA-7-05522	7-17-02191	6/27/1975
14	City of Seattle, Parks	North Passage & South Passage Parks	Expires in 2016	AA-7-05395	15	8/19/1976
15	City of Seattle SDOT	Landscaping under I-5 at Eastlake	Na	GM251 x		1/30/1962
16	City of Seattle SDOT	Habitat Bench on Seattle Waterfront from Washington State Department of	Expires 10/28/38	GCB 2768	IC 1-17- 08377	10/29/2018

Exhibit C

		Transportation Ferries Division				
17	City of Seattle SDOT	Construction Agreement GCB 3274 – Northgate SDOT Pedestrian Bridge	Agreement in place during construction	GCB 3274	NA	12/9/2019
18	City of Seattle SDOT	Trail Lease Northgate SDOT Pedestrian Bridge	10 years but may be renewed	TR-01-13782	1-17-14264	Lease anticipated Oct 2021
19	City of Seattle SDOT	Portion of I-5 Airport Way S at Royal Brough way	Five years from retroactive date from April 17,2017	AA-01- 13785	A-1-17- 14829	Draft Lease sent to WSDOT Oct 2020

Exhibit C
City of Seattle 2021 Appropriation to
Satisfy Indemnity Claims Letter
ICN 1-17-14264/TR-01-13782
SDOT Northgate Pedestrian Bridge Trail
Lease
Page 3 of 3

Exhibit D - Depiction of Cooperative Agreement CA-01-14339
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge Trail Lease
Page 1 of 2

T.26N. R.4 E.W.M.

SEE INSERT

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
8	WASH.	I-5-3(11)170			

OWNERSHIPS		ALL AREAS TO NEAREST 10.00 FT. UNLESS OTHERWISE NOTED.			
PARCEL NO.	NAME	TOTAL AREA	TAKE	REMAINDER	RT.
7-777	SCHROEDER	21,600	18,130	28,70	
7-778	FERRARI	18,000	10,160	7840	
7-779	OLSON	9,000	4,110	7590	
7-780	INKS	9,000	1,660	7340	
7-781	RICHARDSON	9,350	2,000	7350	
7-782	J.W. MORRISON, INC.	9,000	9,000		
7-783	J.W. MORRISON, INC.	18,340	18,340		
7-784	FRISON	6,000	6,000		
7-785	CHAN	9,720	9,720		
7-786	CARROLL	8,190	8,190		
7-787	SIMPSON	18,160	18,160		
7-788	COONSE	9,080	9,080		
7-789	BOWKER	10,110	10,110		
7-790(1)	NAT'L BANK OF COM.	27,640	27,640		
7-790(2)	OF SEATTLE	29,950	29,950		
7-791	NOT USED				
7-792	COMBS	9,130	8,450	700	
7-793	GREEN	18,000	23,40	15,660	
7-794	BURNS	18,000	18,000		
7-795	SCHUG	6,000	10,30	4,970	
7-796	VETERANS ADMINISTRATION	6,000	11,10	4,890	
7-797	ROBERTS	6,000	11,30	4,870	
7-798	BUTT	18,000	18,000		
7-799	FYE	9,000	9,000		
7-800	NAT'L BANK OF COM.	18,000	18,000		
7-801	GRAHAM	9,280	9,280		
7-802	LANGE	18,000	18,000		
7-803	HYATT	18,300	18,300		

Northgate SDOT Pedestrian Bridge
 Trail Lease- Aerial segment
 Lease No. TR-01-13782
 ICN: 1-17-14264

North Seattle Park and Ride Lot
 Agreement No: CA-01-14339
 ICN: 1-17-08797

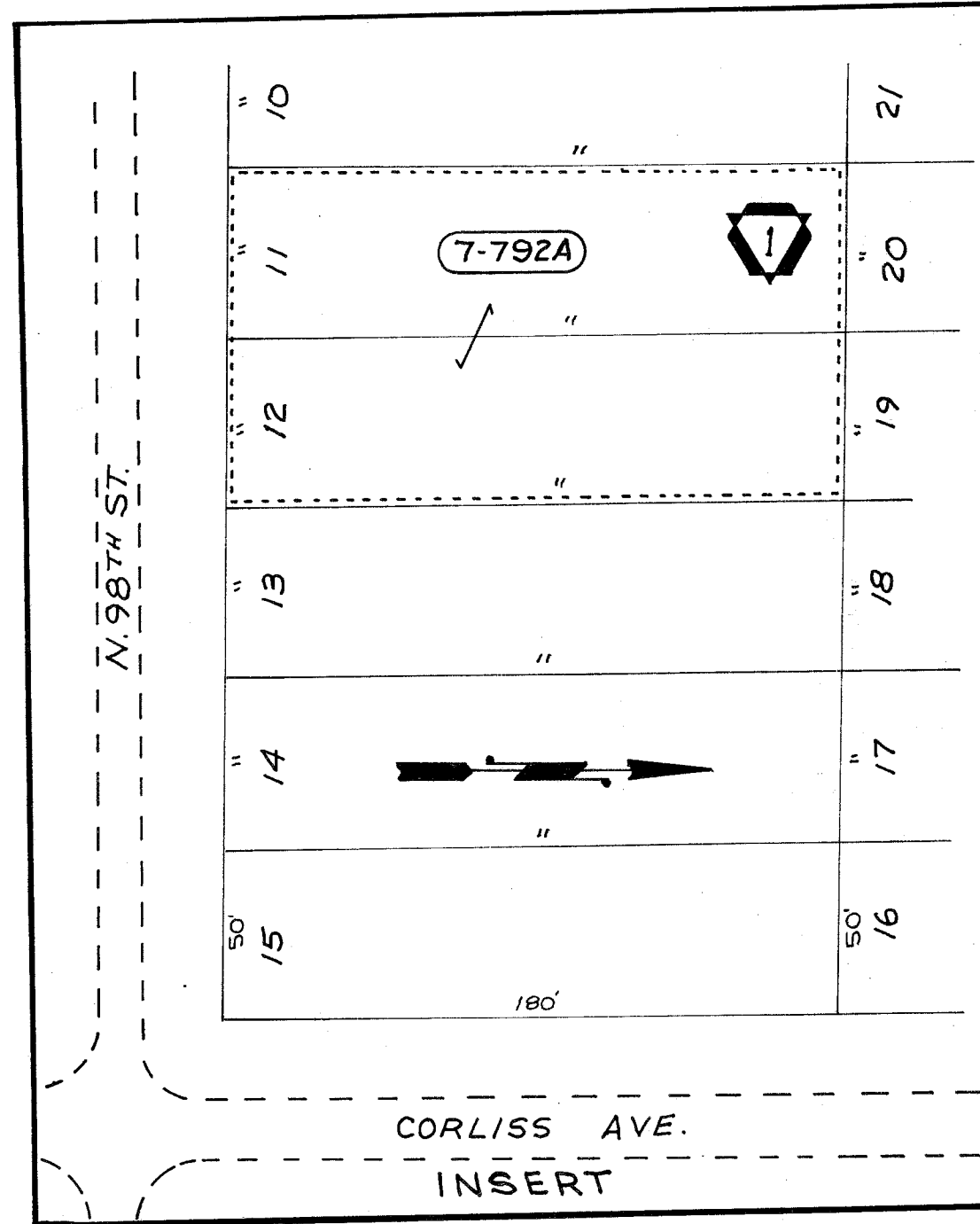


EXHIBIT A

NOTE:
 Approved per State Highway
 Commission Order Sept. 20, 1960
PRIMARY STATE HIGHWAY NOT SR 5
SEATTLE FREEWAY
E. 75th St. TO E. 145th St.
KING COUNTY

RIGHT OF WAY
 Station 13+38.17 to Station 25+84.98

WASHINGTON STATE HIGHWAY COMMISSION
 DEPARTMENT OF HIGHWAYS
 OLYMPIA, WASHINGTON

APPROVED June 7, 1960.
 SHEET 6 OF 22 SHEETS
 17

CURVE DATA							SPIRALS BACK & AHEAD		
P.I. STATION	Δ	CΔ	D	R	T	L	Q	DE	Ls
REV. 25+85.30	7°15'00" RT	5°45'00"	1°30'00"	3,819.72	292.00	383.33	1 1/2	0°45'00"	1.0000

DAMAGE CLAIMS	
PARCEL NO.	NAME
7-792A	LOGAN

- Legend:**
- =King County Metro Responsibility
 - =King County Metro Responsibility up to underside of trail facility. SDOT responsibility for aerial trail facility only
 - =SDOT Responsibility
 - =WSDOT Responsibility up to underside of trail facility. SDOT responsibility for aerial trail facility only

ACCESS NOTE:
 Access to and from the N.E. 100TH ST. Park and Pool Lot Extension will be permitted from 1ST Ave. N.E. Via. the B' Line at approximate Sta. 22+05 on the Right.

NOTES

ALL PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, AND ALLEYS ARE CEMENT CONCRETE UNLESS OTHERWISE NOTED.

COORDINATE SYSTEM USED: LAMBERT NORTH ZONE.

ALL BEARINGS AND DISTANCES PRECEDED BY AN ASTERISK ARE TAKEN FROM TITLE REPORTS AND PLAT MAPS.

- LEGEND**
- ACCESS TO BE PROHIBITED SHOWN THUS:
- PROPERTY OWNERSHIP NUMBERS: (7-105)
- PROPERTY LINES:
- COORDINATED MONUMENT, CITY OF SEATTLE:
- EXISTING MONUMENT:
- RETAINING WALL:
- ROCKERY:
- STATE-OWNED, DEPT OF HIGHWAYS: (WSHD)

LICTON SPRINGS GARDENS

LETTER	DATE	DESCRIPTION	BY
Letter 11-30-84	1-14-85	Added N.E. 100 TH ST. Park & Pool Lot Extension and Access Note	SRT
Letter 10-1-89	10-16-89	Damage Claim Parcel noted	RLS
Letter 11-24-91	12-5-91	Dist. to Bldg. Added on Lt. Sta. 22+03.19	B.K.
Letter 7-5-90	9-27-90	R/W V.A. Ownership Revised Lt. Sta. 16+00 to Sta. 17+00	A.B.
AUTHORITY	DATE	SUBSEQUENT APPROVAL	BY

SW 1/4 NW 1/4
SEC. 32

T. 26N. R. 4 E.W.M.

Exhibit D - Depiction of Cooperative Agreement CA-01-14339
ICN 1-17-14264 / TR-01-13782
SDOT Northgate Pedestrian Bridge Trail Lease
Page 2 of 2

Legend:

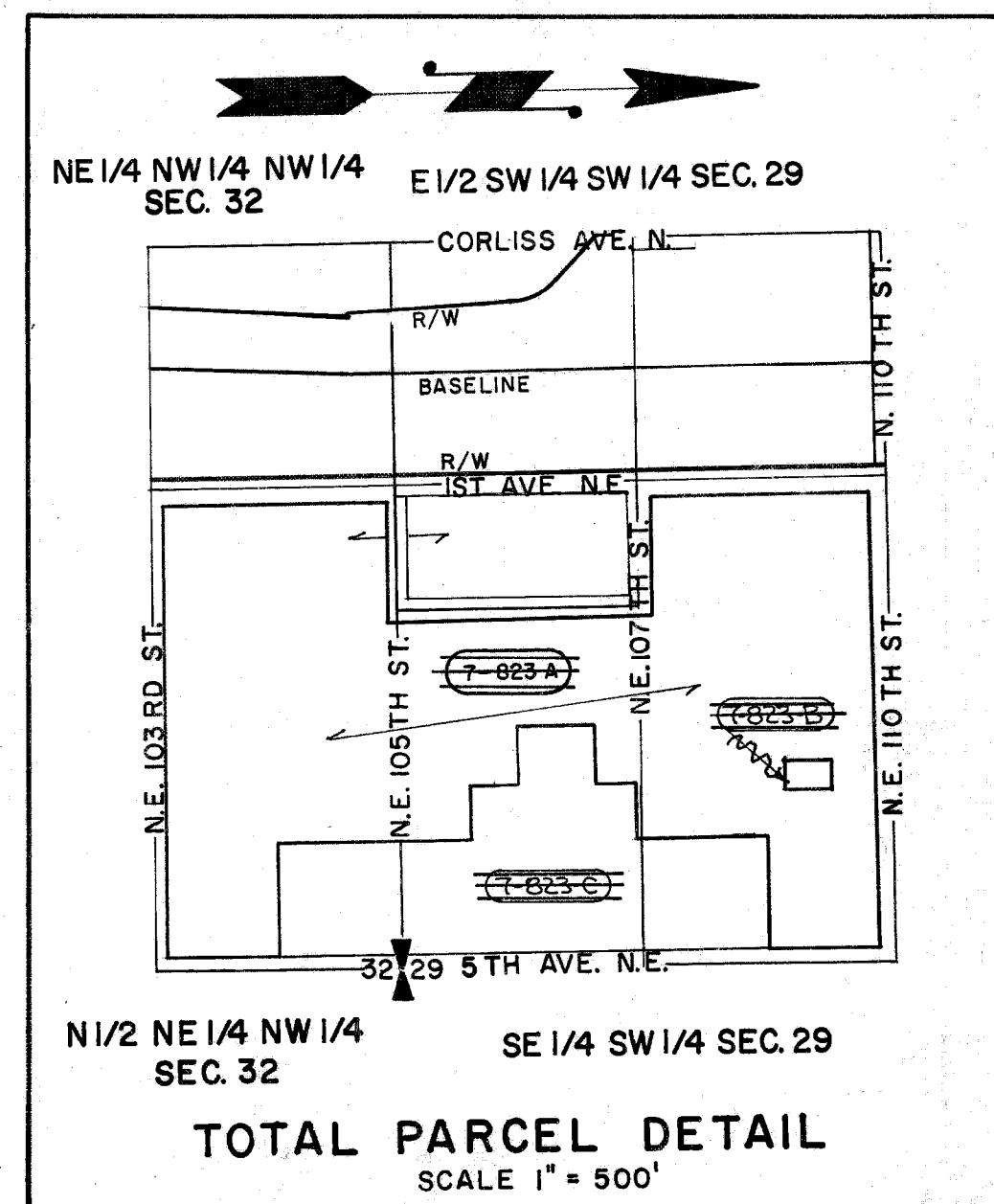
- =King County Metro Responsibility
- =King County Metro Responsibility up to underside of trail facility. SDOT responsibility for aerial trail facility only
- =SDOT Responsibility
- =WSDOT Responsibility up to underside of trail facility. SDOT responsibility for aerial trail facility only

ACCESS NOTE:

No. 21. The privilege of access to areas within the right of way is permitted from outside the right of way to the user designated, solely for use authorized by and subject to the conditions of the Franchise, Permit, or Agreement specified. No access will be allowed to the traveled highway lanes or ramps.

Roman Numeral depicts revision of specific date.

OWNERSHIPS		ALL AREAS TO NEAREST 10.00 FT. UNLESS OTHERWISE NOTED.			
PARCEL NO.	NAME	TOTAL AREA	TAKE	REMAINDER	
7-804	RAMSEY	ACCESS ONLY			
7-805	FALLMER	36,000	36,000		
7-806	STAAR	36,000	14,830	21,170	
7-807	FALLMER	18,000	18,000		
7-808	HAMPSON	9,000	9,000		
7-809	HAMPSON	9,350	9,350		
7-810	GILL	13,500	13,500		
7-811	HAWKINSON	27,340	27,340		
7-812	SKUTT	27,390	2,880	24,510	
7-813	SHEVLING	18,250	18,250		
7-814	JONES	18,620	18,620		
7-815	RADFORD	3,44AC	3,44AC		
7-816	JOHNSON	3,35AC	3,35 AC.		
7-814-A	GROUP HEALTH COOP	ACCESS ONLY			
7-823-A	NORTHGATE CENTERLINE	ACCESS ONLY			
7-823-B	NATL. BANK OF COM.				
7-823-C	ALSTON REALTY				



Note: Approved per State Highway Commission order May 15, 1962

NOTE:

Sta. 32+00 to Sta. 39+00 Approved per State Highway Commission Order March 21, 1961

EXHIBIT A

NOTE:

Sta. 25+84.98 to Sta. 33+15 Approved per State Highway Commission Order Sept. 20, 1960

PRIMARY STATE HIGHWAY NO. 1 SR 5

SEATTLE FREEWAY
E. 75th ST. TO E. 145th ST.
KING COUNTY

RIGHT OF WAY
Station 25+84.98 to Station 39+00

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

1 inch = 50 Feet

APPROVED June 7, 1960
SHEET 7 OF 22 SHEETS

CURVE DATA		SPIRALS BACK & AHEAD			
P.I. STATION	Δ	C Δ	D	R	T
REV. 39+71.92	04°55'00" LT.	0°00'00"	5729.58	245.98	491.67

NOTE: FOR TOTAL AREA SEE PARCEL DETAIL THIS SHEET

ACCESS NOTE:

Access to and from the Park and Ride Lot will be permitted from 1st Avenue N.E. via the B-Line at Rev. Sta. 26+65 on the right. Pedestrian access will be permitted along Walkway as provided.

METRO	Rev. 37+14.36 to 39+63.80 (AA-1-09261)	21
SPECIFIED USER	STATION ON ROADWAY	TYPE
ACCESS APPROACH SCHEDULE		

LETTER	DATE	DESCRIPTION	BY
Letter 7-15-88	1-27-89	Added Airspace Lease AA-1-09261 on Rt. Sta. REV. 37+14.36 to REV. 39+00; Added Construction Permit on Rt. Sta. REV. 36+63.85 to REV. 39+00.	SRT
Letter 11-30-84	1-14-85	Revised N.E. 100th Park and Ride Lot to Park and Pool Lot. Added NE 100th Park and Pool Lot.	SRT
Letter 12-23-81	1-25-82	Revised westerly boundary NE 100th St. Park & Ride Lot. 30+32 to 32+90	RLS
Letter 9-21-81	1-25-82	Added NE 100th St. Park & Ride Lot. 30+32 to 32+90	JS
Letter 4-8-69	5-1-69	Deleted Parcels 7-823A, 7-823B, 7-823C.	R.W.N.
Letter 12-23-81	2-2-82	Total Parcel Detail rev. & Parcels 7-823A & 7-823C added. 7-823A rev.	PS
Letter 12-23-81	4-3-82	Parcel 7-815 Name & Area Rev.	B.K.
Letter 3-18-62	3-13-62	N-107th Ramp Added	B.K.
Letter 2-13-62	2-27-62	Ownership revised	O.L.L.
Letter 4-21-61	5-2-61	L/A added Rt. Sta. 32+00 to Sta. 33+00 on 1st Ave N.E.; Topog. added & ownerships rev.	O.L.L.

DESIGNED BY	DATE
CHECKED BY	
IN CHARGE	
QUANTITIES CHECKED	

DRAWN BY	DATE
TRACED BY	
IN CHARGE	
QUANTITIES CHECKED	

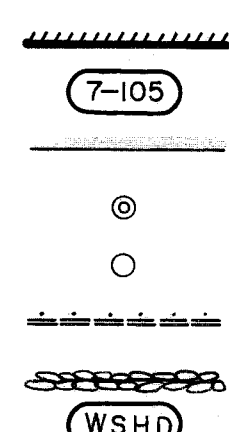
CONVULSED

NOTES

ALL PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, AND ALLEYS ARE CEMENT CONCRETE UNLESS OTHERWISE NOTED.
COORDINATE SYSTEM USED: LAMBERT NORTH ZONE.
ALL BEARINGS AND DISTANCES PRECEDED BY AN ASTERISK ARE TAKEN FROM TITLE REPORTS AND PLAT MAPS.

LEGEND

- ACCESS TO BE PROHIBITED SHOWN THUS:
- PROPERTY OWNERSHIP NUMBERS:
- PROPERTY LINES:
- COORDINATED MONUMENT, CITY OF SEATTLE:
- EXISTING MONUMENT:
- RETAINING WALL:
- ROCKERY:
- STATE-OWNED, DEPT. OF HIGHWAYS:



BURKE & FARRAR'S LICTON SPRINGS GARDENS

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Department of Transportation	Gretchen Haydel/ 206 233-5140	Aaron Blumenthal/ 206 233-2656

** 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 John Lewis Memorial Bridge constructed under the Seattle Department of Transportation’s Northgate Bridge and Cycle Track Project; accepting the Northgate Easement Agreement granted by the State of Washington, State Board for Community and Technical Colleges, on behalf of North Seattle College, dated February 28, 2019; accepting a Pedestrian Bridge Easement Agreement granted by the Central Puget Sound Regional Transit Authority, a regional transit authority, dated April 22, 2021; accepting the Trail Lease granted by the Washington State Department of Transportation, dated September 29, 2021; placing the real property interests conveyed by such easements and lease under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain prior acts. (This ordinance concerns portions of property in the west half of the Northwest quarter of Section 32, Township 26 North, Range 4 East, Willamette Meridian and the east half of the Northeast quarter of Section 31, Township 26 North, Range 4 East, Willamette Meridian.)

Summary and background of the Legislation:

This legislation authorizes the acceptance of the following agreements:

- An easement agreement from North Seattle College;
- A pedestrian bridge easement from the Central Puget Sound Regional Transit Authority (“Sound Transit”); and
- A 10-year trail lease from the Washington State Department of Transportation (“WSDOT”). The lease may be renewed for 3 additional 25-year renewal periods; after that, the tenancy converts to month-to-month. Upon termination of the lease, the City is required to remove the trail facility.

This action places the easements and lease under SDOT’s jurisdiction, and ratifies and confirms prior acts.

Background

The John Lewis Memorial Bridge (the “Bridge”) was originally called the Northgate Pedestrian Bridge and was renamed pursuant to Ordinance 126412 to honor John Lewis, U.S. Representative and Civil Rights activist. The Bridge brings together historically divided North Seattle neighborhoods and provides new connections for people walking, rolling, biking, and taking transit.

The Bridge also provides a convenient and safe pedestrian and bicycle connection over Interstate-5, connecting the North Seattle College campus with the Northgate Transit Center, the largest facility in the King County Metro system (“NTC”), and Sound Transit’s Link Light Rail Northgate Station (“Northgate Station”). Prior to Project construction, the pedestrian and bicycle highway crossings in the area were separated by 0.9 mile, located on Northgate Way to the North and North 92nd Street to the South. The Bridge’s connection over Interstate-5 decreases travel time between the two sides of the highway.

The Project consists of four main components: 1) Bridge spans over Interstate-5; 2) Western approach between North Seattle College and wetland area, connecting to College Way North and North 100th Street; 3) Eastern approach between Interstate-5 and 1st Avenue Northeast at Northeast 100th Street, near the NTC; and 4) a multi-use path and protected bike lane along segments of 1st Avenue Northeast, and a multi-use path along a segment of Northeast 100th Street. Protected bike lanes combine the elements of a multi-use path with a conventional bike lane. They provide space for bikes that is separated from vehicles, parking lanes, and sidewalks.

The Project also includes landscape and design elements that create a harmonious and safe environment for all users. Through the design process, SDOT was able to use an approach called Crime Prevention Through Environmental Design (CPTED). This approach is based on the idea that people’s behavior within an urban environment is influenced by the design of the environment. Several safety features were incorporated into the Project’s design to enhance the CPTED concept, including creating spaces that give a sense of ownership of the public space and a sense of shared responsibility for personal security. Park like qualities were also created on the trails and spaces near the Bridge to provide a comfortable and enjoyable atmosphere.

As part of the Project’s tree mitigation plan, SDOT planted 464 trees to replace the 93 trees that were removed. The newly planted trees are more sustainable for the wetland environment around the Bridge. The vegetation and greenery around the Bridge were selected with safety in mind and provides relief from views of the freeway and filters air quality.

The Bridge meets the 75-year design life expectancy criteria consistent with the American Association of State Highway and Transportation Officials design codes. It is also expected to exceed a lifespan of more than 100 years with routine maintenance during its service life.

The Project was funded by the nine-year voter-approved Levy to Move Seattle, which was approved by voters in 2015; as well as bonds, Real Estate Excise Tax, and Street Vacation and Street Use fees. Additional funding was provided by the Federal Highway Administration, the State of Washington, and Sound Transit.

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?

Environmental permitting for the Project requires 10 years of monitoring and maintenance of sensitive areas. The CIP for this Project includes these costs. Normal maintenance will be performed by Roadway Structures using its operations and maintenance budget.

The Northgate Easement Agreement requires that the City maintain and repair the Easement Area to provide usable and safe conditions, indemnifies the State Board for Community and Technical Colleges from all liabilities for the Easement Area, and states that the City will be responsible for compliance and liabilities regarding the Americans with Disabilities Act (ADA). The agreement also requires the City to reimburse North Seattle College a maximum of \$300,000 for parking costs if improvements are made within three years.

The Pedestrian Bridge Easement Agreement requires that the City maintain, inspect and repair the pedestrian bridge and all appurtenances. It also requires the City to indemnify Sound Transit from and against all claims, losses etc., as well as insurance requirements.

The Trail Lease Agreement requires that the City pay to erect a sign at all trail entrances indicating that the trail is located partially on highway right-of-way. It also states that if the trail is not removed after the lease terminates, the City's share of gas tax distributions will be reduced by the amount needed for WSDOT to maintain the trail in safe and operable condition. The lease agreement requires that the City be responsible for weed control, inspections, and repairs of the trail and stipulates that the City prevent water from draining from the trail to Interstate 5. The City is also responsible for various operational items, including security, graffiti removal, litter control, drainage facility maintenance, and other items. The agreement also includes multiple indemnity clauses, as well as insurance requirements.

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

Yes. The easements and lease provide enhanced public access between the Bridge, the Northgate Station, and the NTC by providing a safe and reliable crossing over Interstate-5. Failure to pass this legislation and accept the easements and lease would compromise the public's ability to utilize the Bridge to provide safer and more convenient access to transportation opportunities and would compromise the City's ability to operate and maintain the Bridge.

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, North Seattle College has granted an easement to the City for a portion of its property, Sound Transit has granted an easement on a portion of its property for surface and aerial rights, and WSDOT has granted an aerial lease over I-5 in connection with the Project. Such agreements provide the City property rights to construct, operate, and maintain the Bridge and other Project improvements.

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?

Councilmember Debra Juarez (District 5) led the effort in renaming the Bridge from the Northgate Pedestrian and Bicycle Bridge to the John Lewis Memorial Bridge in honor of U.S. Representative John Lewis to increase Black, Indigenous, and People of Color (BIPOC) representation in North Seattle. Across Seattle, BIPOC community members and leaders are underrepresented in the names of significant City infrastructure such as streets, bridges, and community centers. Honoring this African American hero and Civil Rights icon, and celebrating his life and legacy, is a positive step towards acknowledging and addressing this disparity in Seattle.

This legislation does not directly impact an historically disadvantaged community; however, all communities will benefit from the expansion of public access to transportation opportunities through this transportation hub.

There are multiple languages spoken within the Project area. SDOT translated Project materials into Spanish, Russian, Vietnamese, and Chinese. When SDOT needs to communicate with an individual business owner or resident in a different language, including American Sign Language, the department works with certified language interpreters.

f. Climate Change Implications

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

Passage of this legislation allows the Project to be utilized as planned. The Project design anticipates a reduction in single occupancy vehicles that should contribute to a reduction in carbon emissions.

The Project will increase transit ridership, shifting some trips from single occupancy vehicles and accommodating projected growth in housing and employment in the North Seattle neighborhoods served by the Bridge by providing easier access to the Northgate Station and the NTC over Interstate-5. If the permanent easements and lease are not accepted, accessibility to and from the Bridge to these transportation hubs would be compromised, thereby reducing the transit benefits provided by this Project, potentially impacting the magnitude of transit ridership shifting to public transportation.

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 Northgate Pedestrian and Bicycle Bridge Project Final Wetland and Watercourse Mitigation Plan was prepared for SDOT, WSDOT, and the Federal Highway Commission in 2019 (the “Mitigation Plan”) to ensure that the Project meets and supports local, state, and federal environmental requirements for mitigation. Such environmental regulations support Seattle’s resiliency to climate change in a material way. The Mitigation Plan provides a comprehensive plan for SDOT to protect all areas of mitigation that the Project constructed to compensate for permanent impacts to wetland, watercourses, and their buffers (Compensatory Mitigation), including long-term management of the Compensatory Mitigation.

As part of the Project’s Tree Mitigation Plan, SDOT planted 464 trees to replace the 93 trees that were removed. The newly planted trees are more sustainable for the wetland environment around the Bridge. Many of the removed trees have remained on site as part of the Project either in the watercourse to be used as wildlife habitat, or as mulch for the new plantings. Seattle’s urban forests are an increasingly important asset, playing a critical role in mitigating climate change impacts and cleaning our air and water. SDOT believes that the additional trees will play a role in increasing Seattle’s resiliency to climate change in a material way.

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)?

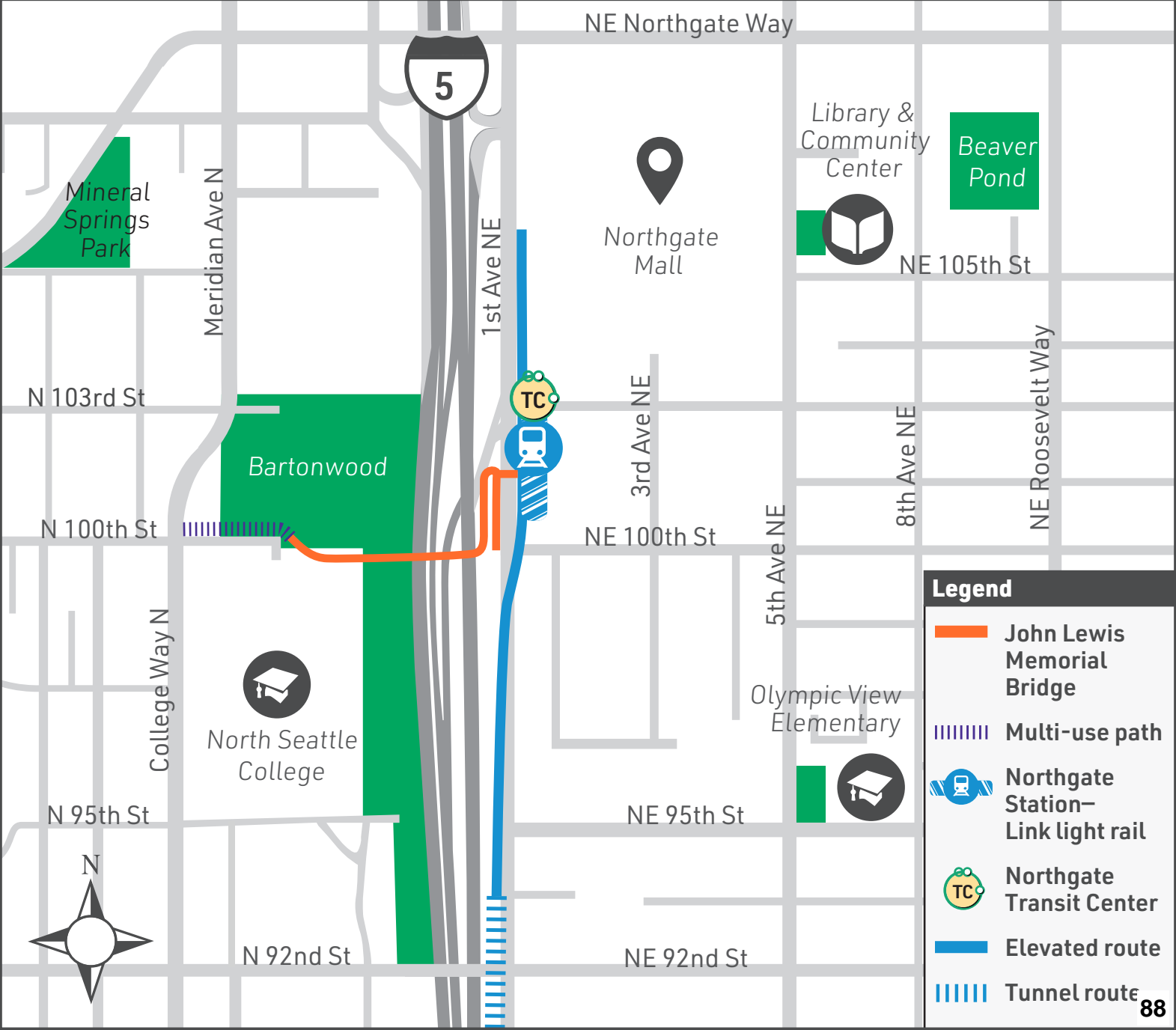
This legislation does not include a new initiative or a major programmatic expansion.

List attachments/exhibits below:

Summary Exhibit A - Map of Project Area

Summary Exhibit B - Map of 1st Ave NE Protected Bike Lane and Multi-Use Path

John Lewis Memorial Bridge Project Area



February 24, 2022

MEMORANDUM

To: Transportation & Seattle Public Utilities Committee
From: Calvin Chow, Analyst
Subject: Acceptance of property rights for John Lewis Memorial Bridge

On March 1, 2022, the Transportation & Seattle Public Utilities Committee will discuss and possibly vote on [Council Bill \(CB\) 120271](#) that would accept various property rights related to the John Lewis Memorial Bridge and the associated pedestrian and bicycle path across Interstate-5. Acceptance of these property rights is necessary for the long-term operation of the bridge.

The John Lewis Memorial Bridge opened in October 2021 and provides a direct pedestrian and bicycle connection from North Seattle Community College (NSCC) to the Sound Transit Northgate Link light rail station. The bridge was constructed by the Seattle Department of Transportation (SDOT), and crosses property owned by NSCC, Sound Transit, and the Washington State Department of Transportation (WSDOT).

The proposed legislation would accept the following property rights:

- An easement for bike and pedestrian access from NSCC, which includes a cost-sharing agreement (of up to \$300,000) if improvements to manage parking on the NSCC campus are necessary within three years of operating the bridge. The easement would be terminated if the bike and pedestrian path is closed for a period of 24 months or longer, without a Council-approved plan to restore access within 36 months.
- An easement for bike and pedestrian access from Sound Transit. The easement would be terminated if the bike and pedestrian path is closed for a period of three continuous years.
- A trail lease for bike and pedestrian access from WSDOT, which allows for an initial 10-year term followed by three renewable 25-year terms. At the end of the contemplated 85-year total term, the lease would be converted to a month-to-month lease.

Aside from the cost-sharing agreement included in the NSCC easement, these property rights are provided at no cost to the City in consideration of mutual public benefits. Without these property rights, SDOT will lack authority for the long-term operation of the bridge.

cc: Esther Handy, Director
Aly Pennucci, Deputy Director



JOHN LEWIS MEMORIAL BRIDGE

Acquisition Acceptance Legislation

SDOT John Lewis Memorial Bridge Acquisition Acceptance ORD
Eric Strauch and Gretchen Haydel
March 1, 2022 Department of Transportation

Our Vision, Mission, & Core Values

Seattle is a thriving equitable community powered by dependable transportation. We're on a mission to deliver a transportation system that provides safe and affordable access to places and opportunities. We value equity, safety, mobility, sustainability, livability, and excellence.

John Lewis Memorial Bridge and Cycle Track Project

The project consists of 4 main components:

- Bridge spanning 1,900 feet, including a 360 feet section crossing over I-5
- Western Approach: between North Seattle Community College and wetland area, connecting to College Way N and N 100th St
- Eastern Approach: between I-5 and 1st Ave NE at NE 100th St, near the King County Northgate Transit Center
- Multi-use path along 1st Ave NE

PROJECT AREA



John Lewis Memorial Bridge and Cycle Track Project

The Project benefits the Northgate area by providing:

- A new connection over I-5, decreasing travel times for people walking and biking between the 2 sides of the highway
- Safety improvements and access for people walking and biking throughout the Northgate area
- Better access to regional transit at the King County Transit Center and the Northgate Link light rail station resulting in increased use of transit facilities
- Improved connections to:
 - 1) North Seattle College Campus for students and faculty
 - 2) Northgate retail center for its employees and customers
 - 3) Nearby amenities, such as parks, and medical and social services for its residents and visitors

Purpose

SDOT seeks approval for legislation that accepts several agreements necessary to support the John Lewis Memorial Bridge (Formerly Northgate Bridge) and Cycle Track Project.

* Please note some graphics will say Northgate Bridge as they were created prior to the renaming.



Agreements

This legislation authorizes the acceptance of the following agreements:

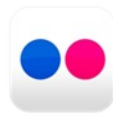
- Northgate Easement Agreement granting an easement by North Seattle College to construct, maintain, operate, and repair the bridge and related improvements on a portion of its property
- Pedestrian Bridge Easement Agreement granting an easement by Sound Transit to construct, maintain, operate and repair the bridge and related improvements on a portion of its property
- Trail Lease granting an easement by WSDOT to construct, maintain, operate, and repair a pedestrian trail and bridge on a portion of its property

Questions?

Email | eric.strauch@seattle.gov

Call | 206.233.7208

Visit | [John Lewis Memorial Bridge - Transportation | seattle.gov](https://www.seattle.gov/transportation/john-lewis-bridge)



JOHN LEWIS MEMORIAL BRIDGE





Legislation Text

File #: CB 120282, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE vacating a portion of the alley in Block 6, A.A. Denny's Second Addition, in the block bounded by University Street, 1st Avenue, Seneca Street, and 2nd Avenue, in Downtown, and accepting a Property Use and Development Agreement, on the petition of HS 2U Owner, LLC (Clerk File 314320).

WHEREAS, SCD 2U LLC, filed a petition under Clerk File 314320 to vacate a portion of the alley in Block 6, A.A. Denny's Second Addition, in the block bounded by University Street, 1st Avenue, Seneca Street, and 2nd Avenue; and

WHEREAS, HS 2U Owner, LLC ("Petitioner") is the successor in interest and the current Petitioner; and

WHEREAS, following a September 14, 2016, public hearing on the petition, the Seattle City Council ("City Council") conditionally granted the petition on September 26, 2016; and

WHEREAS, a Property Use and Development Agreement recorded on August 27, 2021, with the King County Recorder's Office under Recording No. 20210827002417 commits the Petitioner and their successors to fulfill ongoing public-benefit obligations required as part of the vacation; and

WHEREAS, as provided for in Section 35.79.030 of the Revised Code of Washington (RCW) and Seattle Municipal Code Chapter 15.62, the Petitioner has paid the City a vacation fee of \$3,640,000 on June 18, 2019, 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 a portion of the alley in Block 6, A.A. Denny's Second Addition, is in the public interest;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. A portion of the alley in Block 6, A.A. Denny's Second Addition, described below, is vacated:

The portion of the alley adjacent to Lots 5 through 8, and adjacent to the south 40 feet of Lots 3 and 4 in Block 6, A.A. Denny's Second Addition to the City of Seattle, recorded in Volume 1 of Plats, page 30, Records of King County, Washington, with is the block bounded by University Street, 1st Avenue, Seneca Street, and 2nd Avenue (Clerk File 314320).

Section 2. The Property Use and Development Agreement, King County Recording No.

20210827002417, 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 _____, 2022, and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Monica Martinez Simmons, City Clerk


(Seal)

Attachments:

Exhibit 1 - Property Use and Development Agreement

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

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor:	HS 2U Owner, LLC, a Delaware Limited Liability Company
<input type="checkbox"/> Additional on page _____	
Grantee:	<u>City of Seattle</u>
<input type="checkbox"/> Additional on page _____	
Legal Description (abbreviated):	LOTS 2, 3, 4, 6, 7 AND 8, BLOCK 6, A.A. DENNY'S 2 ND ADD., CITY OF SEATTLE, VOL 1, P. 30 PLATS, KING COUNTY, WASHINGTON
<input checked="" type="checkbox"/> Additional on:	<u>Exhibit A</u>
Assessor's Tax Parcel ID #:	<u>1974700175, 1974700190, 1974700210</u>
Reference Nos. of Documents Released or Assigned:	N/A

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is executed this date in favor of the City of Seattle, a municipal corporation ("City"), by HS 2U OWNER, LLC, a Delaware limited liability company ("2U").

WHEREAS, SCD 2U LLC, a predecessor in interest to 2U, filed a petition in Clerk File 314320 for the vacation of a portion of the alley adjacent to Lots 5 through 8, and adjacent to the south 40 feet of Lots 3 and 4 in Block 6, A.A. Denny's Second Addition to the City of Seattle, recorded in Volume 1 of Plats, page 30, Records of King County Washington, which petition was considered under Chapter 35.79 of the Revised Code of Washington and Chapter 15.62 of the Seattle Municipal Code; and

WHEREAS, on September 14, 2016, the Sustainability and Transportation Committee of the Seattle City Council held a public hearing on the vacation petition; and

WHEREAS, on September 26, 2016, the Seattle City Council granted preliminary approval of the vacation petition, subject to conditions; and

WHEREAS, SCD 2U LLC completed development activity authorized under the alley vacation approval before September 26, 2021;

WHEREAS, 2U is the current owner of the building and associated improvements (the "Property") existing on the land legally described on Exhibit A attached hereto (the "Land"); and

WHEREAS, 2U is executing this Property Use and Development Agreement (the "Agreement" or "PUDA") to ensure compliance with any on-going conditions of the vacation approval subsequent to passage of the vacation ordinance; and

NOW, THEREFORE, 2U covenants, bargains, and agrees on behalf of themselves, their successors, and assigns as follows:

Section 1. The conditions passed by the City Council on September 26, 2016 specified the following conditions of approval:

- A. The vacation is granted to allow the Petitioner to build a project substantially in conformity with the project presented to the City Council and for no other purpose. The project must be substantially in conformity with the proposal reviewed by the Sustainability & Transportation Committee in September of 2016.
- B. All street improvements shall be designed to City standards, as modified by these conditions to implement the public benefit requirements, and be reviewed and approved by the Seattle Department of Transportation; 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:

- Alley design and turnaround, including materials and signage;
- Setbacks and landscaping on 1st Avenue, Seneca Street, 2nd Avenue, and University; and
- Plantings, street furniture, seating or wayfinding in the right-of-way.

C. The utility issues shall be resolved to the full satisfaction of the affected utility prior to the approval of the final vacation ordinance. The Petitioner shall ensure there is no disruption in utility services for the adjacent Diller Hotel. Prior to the commencement of any development activity on the site, 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 include:

- Seattle City Light;
- Seattle Public Utilities;
- Enwave;
- King County Metro;
- Puget Sound Energy; and
- CenturyLink Communications.



D. 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 ensure timely compliance with the conditions imposed by the City Council the Petitioner shall provide the Seattle Department of Transportation with Quarterly Reports, following Council approval of the vacation, providing an update on the development activity, schedule, and progress on meeting the conditions. The Petitioner shall not request or be issued a Final Certificate of Occupancy (C of O) for the project until SDOT has determined that all conditions have been satisfied and all fees have been paid as applicable.

E. Access to the buildings shall be provided for as follows, changes to this proposal shall require the review of SDOT: two driveways on Seneca Street are allowed with one providing an in/out driveway to the parking garage and one providing in/out access to the truck loading dock. In addition, the remaining public alley and turnaround provide access to the Diller building.

- F. In addition to the conditions imposed through the vacation process, the project, as it proceeds through the permitting process, is subject to SEPA review and to conditioning pursuant to various City codes and through regulatory review processes including SEPA.
- G. Free speech activities such as hand billing, signature gathering, and holding signs, all without obstructing access to the space, the building, or other adjacent amenity features, and without unreasonably interfering with the enjoyment of the space by others, shall be allowed within these vacation public benefit features. While engaged in allowed activities, members of the public may not be asked to leave for any reason other than conduct that unreasonably interferes with the enjoyment of the space by others. Signage clearly identifying public access and allowed free speech activities is required at the public open space elements and shall require the review and approval of SDOT Street Vacations. Signage shall be consistent with signage provided for public amenity space, if any, on the site. Any violation of these conditions will be enforced through Chapter 15.90 of the Seattle Municipal Code.
- H. The Petitioner shall develop and maintain the public benefit elements as defined by the City Council. A Property Use and Development (PUDA) or other binding mechanism shall be required to ensure that the public benefit elements remain open and accessible to the public and shall establish the hours of public access for the various public benefit spaces, with temporary closures permitted for reasons such as maintenance, safety, or private functions and to outline future maintenance obligations of the improvements. A plan for programming and use of the art spaces shall be completed and included with the PUDA or by separate agreement that binds future building owners to the obligations of the plan. Such plan shall address program commitments and costs, outreach and engagement for disadvantaged communities, management, reporting obligations, and oversight. The plan shall make provision for a briefing and program review for the City Council at year three of operations or as determined in the plan. 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 or Administrative Review of the implementation of the 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:

Public benefit chart:

Public Benefit	Location/Description	Code Req.	Public Benefit	Total	Est. Value
A. Central Plaza	Central covered plaza with seating, bike infrastructure, upgraded materials and adjacent retail, open during park hours	650 SF	5910 SF	6560 SF	\$3,368,700
B. Bike Dock	Bicycle infrastructure and laydown area	None	2520 SF	2520 SF	\$1,436,400
C. Pedestrian Amenities	Individual seats, benches, and seat steps Drinking fountain	(MUP) None	82 Seats 1 Unit	82 Seats 1 Unit	\$350,000 \$5,000
D. Event Infrastructure	Infrastructure to support events within the central plaza (electricity, water)	None			\$275,000
E. Overlook	Playful seating, site furnishings designed with children + families in mind	None	5930 SF	5930 SF	\$3,380,100
F. On-Site Trees	On-site trees	None	15 Trees	15 Trees	\$58,800
Public Benefit	Location/Description	Code Req.	Public Benefit	Total	Est. Value
G. 1 st Avenue Setback	Generous streetscape with seating, bike parking and covered walkway	None	124' x 20'	2480 SF	\$1,413,600
H. Northeast Corner Plaza Setback	Corner plaza between north end of lobby and small retail on University St.	700 SF	35' x 17'	1320 SF	\$353,400
I. Southeast Stoop Setback	Large covered seating and gathering setback from 2 nd Ave.	None	46' x 15'	690 SF	\$441,600
J ROW Planting	High quality trees, soil and irrigation within ROW	640 SF	1245 SF	1885 SF	\$55,000
K ROW Seating	Seating and benches	None	12 Seats	12 Seats	\$28,000
L ROW Bike Parking	Elegant, secure and durable bike racks within the ROW	None	15 Racks	30 Bike Stalls	\$5,250
M Performance Triangle	Flexible gallery/production/performance space provided rent-free to emerging artists	None	835 SF	835 SF	\$613,725
N The Studio	Small, visible studio for artists or musicians to perform, record and display rent-free	None	290 SF	290 SF	\$213,150
O 1 st Avenue	Hill climb assist connects 1 st	None	1	1	\$25,000

Elevator	and 2 nd Avenues and is accessible to all, open during park hours		Elevator	Elevator	
P 2 nd Avenue Elevator	See above	None	1 Elevator	1 Elevator	\$25,000
Q Bike Racks	Bike Racks (2 bikes per unit), 5 (exterior) units on site	None	5 Racks	10 Bike Stalls	\$1,750
R Electric Bike Charging Station	Incorporated into the Plaza bike infrastructure for public access	None	1 unit	1 unit	\$4,000
S Electric Bike Charging Station Fix-It repair stand	Repair + air-pump station in Plaza, visible + accessible from ROW	None	1 Unit	1 Unit	\$1,500

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

Section 2. The development project currently on-site, as implemented by Master Use Permit number 3019177-LU, as amended, and building permits 6472029-PH and 6532759-CN, has constructed the “Public Benefits” outlined in Section 1 in the following manner, and as depicted in Exhibit B. The following Public Benefits, as constructed, are acceptable to the City:

- A. The Central Plaza was increased by 625 square feet due to changes in building setbacks, resulting in a 7,185 s.f. Central Plaza. Otherwise, the Central Plaza remains as depicted to the City Council.
- B. The 2520 s.f. Bike Dock was constructed in the manner depicted to the City Council.
- C. The drinking fountain was constructed in the Central Plaza near the southern stairs leading from 1st Avenue. The pedestrian seating opportunities were increased from 82 seats as depicted to City Council to 134 seats due to an internal decision to provide more opportunities for different types of seating and gathering within open spaces.
- D. The event infrastructure in the plaza was constructed. It consists of an electrical switch with connections to electrical power at various amperages and data, sufficient to power a small stage, associate lighting and audio/visual equipment.
- E. The 5,930 s.f. Overlook was constructed as depicted to City Council. It includes “playful” furnishings including “bouncy” flooring and family-friendly seating and elements.
- F. Fourteen on-site trees were planted, a reduction of one tree from the City Council presentation. Two smaller pine trees were replaced with one large specimen Japanese

- Maple for significant immediate impact and destination marker. The Japanese Maple is planted adjacent to the Overlook.
- G. Minor changes were made to setbacks related to the 1st Avenue Promenade. The Promenade was reduced by 893 s.f., resulting in a total promenade of 1,587 s.f. The reason for these minor changes were: (a) the public stair extended further to the west, making it more inviting for the public; (b) the retail seating area wall moved further north to help resolve ADA grade issues for access into the southwest corner retail; (c) the west façade moved slightly west to bring the retail façade closer to the street for a more enlivened streetscape; and (d) the west core façade moved closer to the street to allow for a bit more lobby space that would better activate the streetscape.
 - H. The Front Deck gained 135 s.f. due to minor building changes, but other than this minor change exists as depicted to the City Council. The final Front Deck area is 730 s.f.
 - I. The Entry Porch gained 355 s.f. but other than this minor change exists as depicted to the City Council. The final Entry Porch area is 1045 s.f.
 - J. The right-of-way planting was reduced by 354 s.f. due to SDOT direction during the Street Improvement Permit process to change the proposed tree species and layouts, which impacted the final planting bed dimensions. The final right-of-way planting area is 894 s.f.
 - K. The right-of-way seating increased from 12 seats to 28 seats (addition of 16 seats) due to an internal decision to provide additional seating and gathering opportunities in the right-of-way.
 - L. Fifteen bike racks in the right-of-way were provided, as depicted to the City Council.
 - M. At the direction of the Office of Arts and Culture and an arts programming consultant, the performance triangle was combined with the studio space so that it may function more effectively for more diverse art uses in a single, larger location. The initial idea for the performance triangle was a recording studio, but due to the volume of glass this was not acoustically possible. The previous square footages were 835 s.f. for the performance triangle, and 290 s.f. for the studio space (1125 s.f. total). With the combination of the two spaces, and the expansion, the rent-free arts space now totals 1,183 s.f., a net increase of 58 s.f.
 - N. Please see above regarding the studio space combination.
 - O. The 1st Avenue Elevator was constructed and is open during business hours.
 - P. The 2nd Avenue Elevator was constructed and is open during business hours.
 - Q. Five bike racks in the right-of-way were constructed.
 - R. One e-bike charging station was constructed.
 - S. One bike fix-it repair stand was constructed.

Section 3. A programming plan for the studio space is attached to this PUDA, as required by the City Council, as Exhibit C. The programming plan is intended to be a living document and amended or modified to ensure the art space is well-used and programmed for the life of the building. Amending the programming plan does not require amending this PUDA.

Section 4. 2U shall have the reasonable right to temporarily close, obstruct, limit access, or establish temporary hours of public access to the Public Benefits areas for: (1) construction, provided that any removed or permanently closed areas shall be replaced by 2U to

the satisfaction of the City before the area is removed or permanently closed; (2) maintenance and repair; (3) temporary use for private functions by 2U, tenants or other occupants of the Property and users of The Studio; (4) the maintenance of or security for the development or persons using the development; (5) other circumstances beyond 2U's control; or (6) as 2U reasonably deems necessary to comply with any applicable law, regulation or order.

Section 5. 2U may adopt reasonable rules and regulations regarding the use of and access to the Public Benefits. The rules and regulations shall be consistent with this Agreement. A summary of the current rules and regulations, if rules are adopted, shall be posted in several visible locations.

Section 6. Free speech activities such as passing out of leaflets or brochures, signature gathering, and individuals holding signs, all without physically obstructing access to the Property or to other adjacent amenity features, and without unreasonably interfering with the use and enjoyment of the Property, shall be allowed within the Public Benefit areas described in this Agreement. Nothing herein allows the posting of signs, painting, graffiti or pasting signs or handbills onto any improvements on the Land. 2U may remove and dispose of any signs or other property left on the Land. While lawfully engaged in allowed activities that do not interfere with use and enjoyment of the Property by others, members of the public may not be asked to leave because of their involvement with the allowed activities. Any violation of this Section may be enforced through Chapter 23.90 of the Seattle Municipal Code. Signage to this effect, as required by the City Council's conditional approval, is posted on the Property.

Section 7. This Agreement may be amended or modified by agreement between 2U and the City; provided any such amendment, per Council rules, shall be subject to approval by the City Council by ordinance. Nothing in this Agreement shall be construed as a surrender of the City's governmental powers.

Section 8. 2U reserves the right to use the Public Benefits areas for any purpose which does not interfere with the public's use rights established hereunder, including but not limited to the right to use the areas as described in this Agreement for 2U's purposes (including the right to use the areas by 2U's tenants, subtenants and other occupants), and the right to grant easements, provided the easements are consistent with the public's use rights established hereunder.

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

Section 10. The legal description of the Land on which the Property is located is set forth in Exhibit A to this Agreement, which is incorporated into this Agreement. An executed copy of this Agreement shall be recorded in the records of King County and the covenants contained herein shall attach to and run with title to the Property.

Section 11. This PUDA is made for the benefit of the City and the public. The City may institute and prosecute any proceeding at law or in equity to enforce this PUDA.

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

Section 13. Upon the effective date of the vacation ordinance, 2U 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. 2U shall provide evidence of insurance to the City Risk Manager at the City's reasonable request.

Section 14. 2U covenants and agrees to defend, indemnify, and hold harmless the City of Seattle, its officials, officers, employees, and agents from all liabilities, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses, resulting from any actual or alleged bodily injury including death or actual or alleged damage to property arising out of or in connection with the use or occupation of the Public Benefits during the term of its building ownership. Upon any transfer of building ownership, this obligation shall be binding on all successors and assigns. The indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments or expenses resulting from bodily injury or property damage caused by the negligence or intentional acts of the public or the City, or the City's officers, employees, elected officials, agents, or subcontractors.

Section 15. This Agreement shall be binding on 2U's successors and assigns. 2U and each future owner of the Property shall be bound to this Agreement only during the period of its ownership.


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

DATED this 19th day of August, 2021.

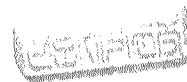
HS 2U Owner, LLC, a Delaware limited liability company

By: HS 2U JV, LLC, a Delaware limited liability company
Its: Managing Member

By: HS 2U REIT, LLC, a Delaware limited liability company
Its: Managing Member

By: 
Name: Hae Sung Jung
Title: Director

[Notary acknowledgement on attached page]



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EXHIBIT A

Legal Description of the Property

PARCEL A:

LOTS 2, 3, 6 AND 7, BLOCK 6, ADDITION TO THE TOWN OF SEATTLE AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S SECOND EDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 30, IN KING COUNTY, WASHINGTON.

EXCEPT THE NORTHEASTERLY 12 FEET THEREOF CONDEMNED IN DISTRICT COURT CAUSE NO. 7097 FOR SECOND AVENUE, AS PROVIDED BY ORDINANCE NO. 1107; ALSO

EXCEPT THE SOUTHWESTERLY 2 FEET OF LOT 2 AND THE SOUTHWESTERLY 2 FEET OF THE NORTH 20 FEET OF LOT 3 AS CONVEYED TO THE CITY OF SEATTLE FOR ALLEY PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20170330000423

PARCEL B:

THE SOUTH 40 FEET OF LOT 4, ALL OF LOT 5 AND THE NORTHWESTERLY 15 FEET OF LOT 8, BLOCK 6, ADDITION TO THE TOWN OF SEATTLE AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S SECOND EDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 30, IN KING COUNTY, WASHINGTON.

EXCEPT THE SOUTHWESTERLY 9 FEET THEREOF CONDEMNED FOR THE WIDENING OF FIRST AVE AS PROVIDED BY ORDINANCE NO. 1129 OF THE CITY OF SEATTLE.

PARCEL C:

THE SOUTHEASTERLY 45 FEET OF LOT 8, BLOCK 6, ADDITION TO THE TOWN OF SEATTLE AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S SECOND EDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 30, IN KING COUNTY, WASHINGTON.

EXCEPT THE SOUTHWESTERLY 9 FEET THEREOF CONDEMNED FOR THE WIDENING OF FIRST AVE AS PROVIDED BY ORDINANCE NO. 1129 OF THE CITY OF SEATTLE.

ALLEY VACATION:

THAT PORTION OF THE ALLEY ADJACENT TO LOTS 5 THROUGH 8, AND ADJACENT TO THE SOUTH 40 FEET OF LOTS 3 AND 4, BLOCK 6, ADDITION TO THE TOWN OF SEATTLE AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S SECOND ADDITION TO

THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF
PLATS, PAGE 30, IN KING COUNTY, WASHINGTON.

CONTAINING AN AREA OF 2,560 SQUARE FEET OR 0.0588 ACRES, MORE OR LESS.

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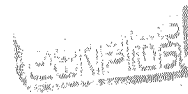


EXHIBIT B

Site depiction of public benefit areas

[see attached page]

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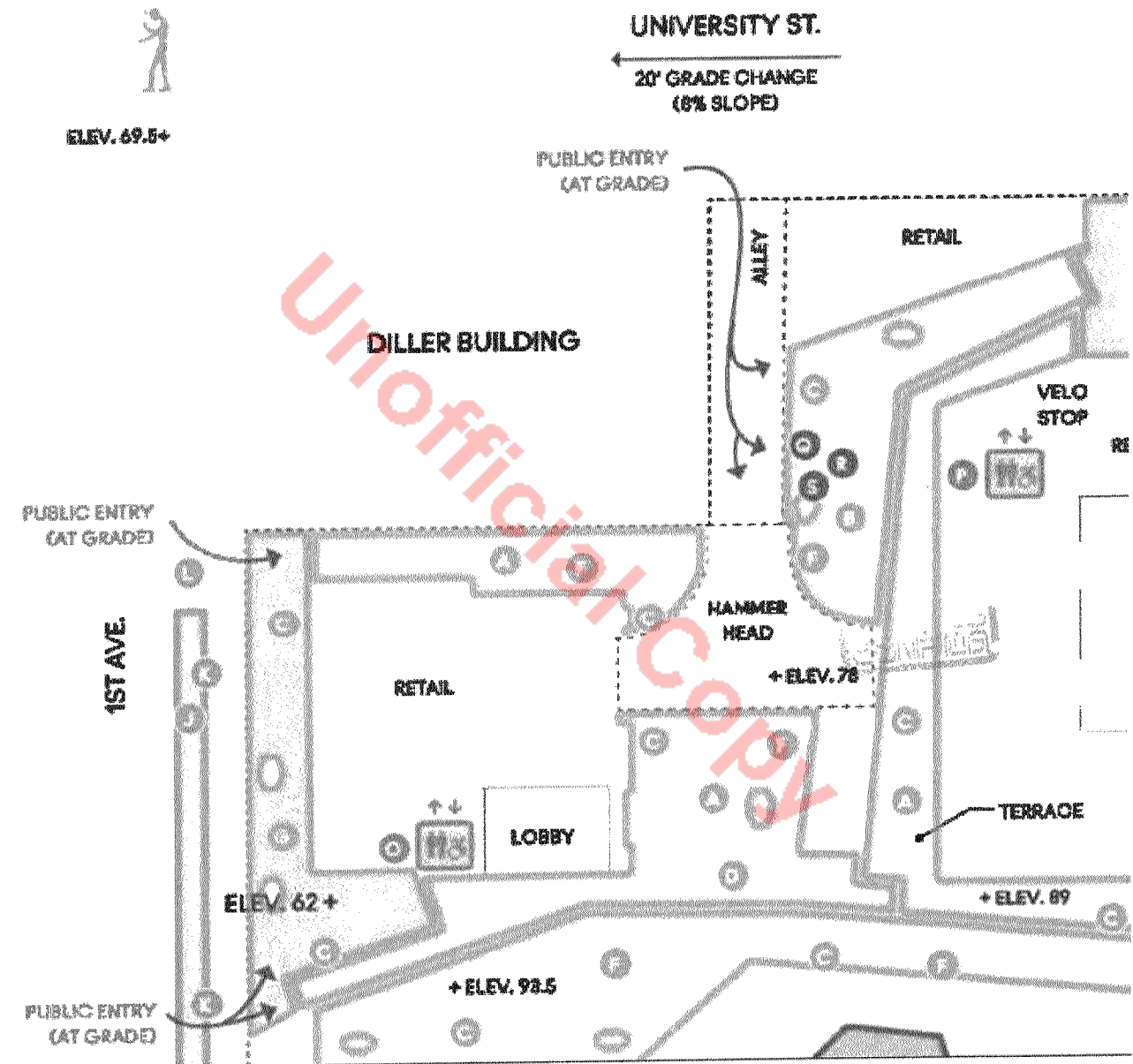


EXHIBIT C

2 + U Arts and Programming Plan

The Plan is required as part of the Public Benefit package included in the City Council's conditional approval of the alley vacation associated with the building and improvements located at 1201 2nd Avenue (the "Project") and known as 2 + U. The details of the conditional approval and associated conditions are referenced in Clerk's file 314320. As used herein, the term "Owner" means HS 2U Owner, LLC and its successors and assigns who own the Project from time to time. HS 2U Owner, LLC and each future owner of the Project shall be bound to this Plan only during the period of its ownership.

Background

Rapid development and economic growth in Seattle have displaced many affordable urban cultural spaces, especially in the Central Business District (CBD). Few downtown arts spaces remain, and the few that do are often economically out of reach for emerging artists, underserved populations, and arts organizations. The lack of access is especially pronounced for communities of color and other groups who have not historically had equitable access to the City's arts and culture infrastructure. At the same time, few new arts and cultural spaces are being developed that might add to the vibrancy and diversity of a neighborhood. This reality was communicated to Skanska early in the Project's development process by Seattle Office of Arts and Culture (OAC), Benaroya Hall, and the Seattle Art Museum (SAM). Each of these groups played an important collaborative role in helping shape the arts and cultural vision for the Project.

The Plan

To implement the Plan, Owner's predecessor-in-interest developed a concept called The Studio. The concept for The Studio as a required public benefit feature was developed to address the challenge of providing access to affordable, or even free of charge, arts and cultural space in the CBD for emerging artists and underserved communities. The Studio creates a new and innovative public-private partnership that allows public benefits to accrue to the neighborhood and larger City by creating a space that will support and empower arts and cultural activities and that can be curated and managed to provide access to a wide variety of users.

The Council's conditional approval included the requirement to develop this Plan, which includes a framework for programming The Studio. The City Council's expressed intention was that this Plan to include programming commitments and costs, outreach to disadvantaged communities, management, reporting obligations, and oversight.

The Plan is attached as an exhibit to the Property Use and Development Agreement ("PUDA") required as part of the City Council's final approval of the alley vacation for the Project. This Plan is intended to be a document that may be amended in the future independent of the PUDA and without City Council approval, subject to the amendment provisions below.

Agreement

Now, therefore, the Owner agrees to the following:

A. Program Goals/Vision. The Studio's goals, and the goals to program the Studio, include the following:

1. The Studio (as defined in Section B.1.a. below) provides a flexible space designed to meet the needs of arts and cultural users.
2. The Studio is located in a public benefits space that is visible and directly accessible from adjacent City streets.
3. The Studio is intended to support, empower, and promote local artists and cultural groups, with an emphasis on emerging artists from a diversity of backgrounds and communities.
4. The Studio will be available to artists and art groups free of charge for the life of the Project for the purposes set forth in the Property Use and Development Agreement. Users will be required to comply with the rules and regulations for The Studio and may be required to pay Owner for services provided by Owner relating to the User's usage of the space such as cleaning, set up, security and repair of any damages caused by the User or its invitees. Users may be charged a fee if they reserve The Studio and do not use The Studio during the reserved time.
5. Landlord shall provide or may contract with a third party (the "Studio Manager") who will provide regular activation of the Studio, to create synergy and connection with neighborhood and building occupants.

B. Implementation Plan / Strategies

1. Program Commitments and Costs

- a. Owner will provide the existing studio space consisting of 1,183 square feet of space at the ground floor of the Project which was designed to support vocal, dance, theater, music rehearsal activities, arts display, and community meetings (the "Studio").
- b. The Studio space includes a sprung floor to support dance events, a restroom, and other accessory spaces that support a variety of room uses.
- c. The Studio space will include a good visual connection with other on-site public benefit areas and adjacent streets.
- d. The Studio management costs and normal and customary operating expenses are covered by the Owner and are not charged back to the Studio Manager, artists, or user groups.
- e. Owner is not required to provide any equipment, supplies or security. Each user will use the Studio at its own risk and will provide its own equipment and supplies. Owner may require users to sign a standard user agreement as a condition to use of the Studio. Owner may require users to provide proof of insurance.

- f. The Studio may, but is not required to be, open outside of normal operating hours for the Project.

2. Management:

- a. Following precedent studies, workshops with local neighborhood arts organizations (Benaroya/SAM), and consultation with local arts and cultural subject matter experts, an open Request for Proposals (RFP) was developed to hire a partner organization to manage The Studio. The Studio Manager will have the following responsibilities:
 - i. Liaise with Owner and property manager regarding use, programming, and operations to ensure activation, alignment with vision, and ongoing success;
 - ii. Curate users and uses consistent with stated goals and vision of the Studio;
 - iii. Allow access to The Studio during normal building operating hours;
 - iv. Manage The Studio's day-to-day operations including access, space changeover, and staffing as-needed;
 - v. Advertise The Studio's availability to Seattle's arts and culture community, with an emphasis on emerging and underserved artists and groups;
 - vi. Solicit rolling applications for use of the Studio from Seattle's arts and culture community;
 - vii. Maintain records of Studio use as outlined under "Reporting" below; and
 - viii. Collaborate with cultural venues across Seattle to coordinate activities, identify potential users, and address areas of need.

3. Outreach and Engagement for Disadvantaged Communities: The Studio Manager will use their existing network and outreach infrastructure to be continually engaged with the local arts communities. Preferences for use of The Studio shall be given to:

- a. Uses by artists and arts organizations led by or serving communities of color, people with disabilities, LGBTQIA+ community, immigrants and refugees, youth, and seniors; and
- b. Uses that reflect a breadth of artistic genres, subject matters, communities, and messages, showcasing cultural activity that reflects the Ccity's diversity

4. Reporting: The Studio Manager shall also be responsible for creating an annual report for the Owner and, pursuant to the requirements and conditions of the Alley Vacation, a report after the third year of operations that will be submitted to the Seattle City Council. Each annual report shall be submitted by December 31.

The annual report to the Owner for use in City updates is envisioned to include, but not be limited to the following components:

- a. Activity Summary: type, frequency, and duration of use;

- b. User Summary: list of artists/arts organizations that used the space, noting if possible; how they showcased or served emerging or underserved artists or arts organizations;
- c. Marketing Summary: outreach efforts, press, or media related items;
- d. Partnership Summary (public and private); and
- e. Lessons learned and recommended programming changes for the coming year.

Following the first 3 years of The Studio operations, a summary report shall be delivered to the City Council including:

- a. Staff briefing on how and to what extent the Studio's stated objectives have been achieved;
- b. A compilation of activity in years 1-3 with user, budget, and marketing summaries;
- c. Survey of studio users to understand the impact of The Studio; and
- d. A look ahead that identifies next steps and outline the next 3-year plan. The look ahead shall also contain an assessment on whether The Studio goals need to adapt to current community needs.

5. **Amendments to Plan.** The Plan shall, from time to time, be amended to reflect changing conditions and the relative success of the Plan's attainment of the goals stated in Section A of this document. The Owner shall obtain the approval of the Seattle Department of Transportation (SDOT) for changes to the Plan. SDOT may consult with other City Departments, such as the Department of Arts and Culture, prior to approving the Plan changes.

등부 2021 년 제 3945 호

Registered No. 2021 — 3945

인 증

NOTARIAL CERTIFICATE

위 부동산이용 및 개발합의서 에
기재된 정 해 성

Chung Christopher
attorney-in-fact of

의 대리인 정 크리스토퍼 (는)은
본 공증인의 면전에서 위 본인이
서명 ---- 한 것임을 자인하였다.

Hae Sung Jung
appeared before me and
admitted said principal's
subscription to the attached

2021 년 8 월 19 일

Property use and development
Agreement

이 사무소에서 위 인증한다.

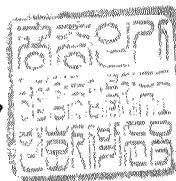
This is hereby attested on
this 19th day of Aug. 2021
at this office

공증인가 평화합동법률사무소
소속 서울중앙지방검찰청
서울특별시 중구 을지로 80-1

PYEONG-HWA LAW AND NOTARY PUBLIC OFFICE
Belong to Seoul Central District Prosecutors' Office
80-1, Eulji-Ro, Jung-Gu, Seoul, Korea

공증담당
변 호 사

박 승 옥



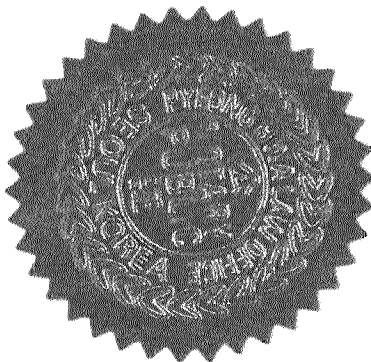
Park Sun Ok
Attorney-at-Law Park Sun Ok

This office has been authorized
by the Minister of Justice, the
Republic of Korea, to act as
Notary Public since
September 8, 1971. under
Law No. 2254



Registered No. 2021 - 3945

NOTARIAL CERTIFICATE



PYEONG-HWA LAW AND NOTARY PUBLIC OFFICE
80-1, EULJI-RO, JUNG-GU, SEOUL, KOREA

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 vacating a portion of the alley in Block 6, A.A. Denny's Second Addition, in the block bounded by University Street, 1st Avenue, Seneca Street, and 2nd Avenue, in Downtown, and accepting a Property Use and Development Agreement, on the petition of HS 2U Owner, LLC (Clerk File 314320).

Summary and Background of the Legislation:

This Council Bill completes the vacation process for the portion of the alley in Block 6, A.A. Denny's Second Addition, in the block bounded by University Street, 1st Avenue, Seneca Street, and 2nd Avenue in Downtown, on the petition of HS 2U Owner, LLC.

The Petitioner sought the vacation for the development of an office tower on a consolidated block. Following a September 14, 2016 public hearing on the petition, the City Council conditionally granted the petition.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation 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?

The petitioner paid a vacation fee of \$3.64 million on June 18, 2019.

Are there financial costs or other impacts of *not* implementing the legislation?

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

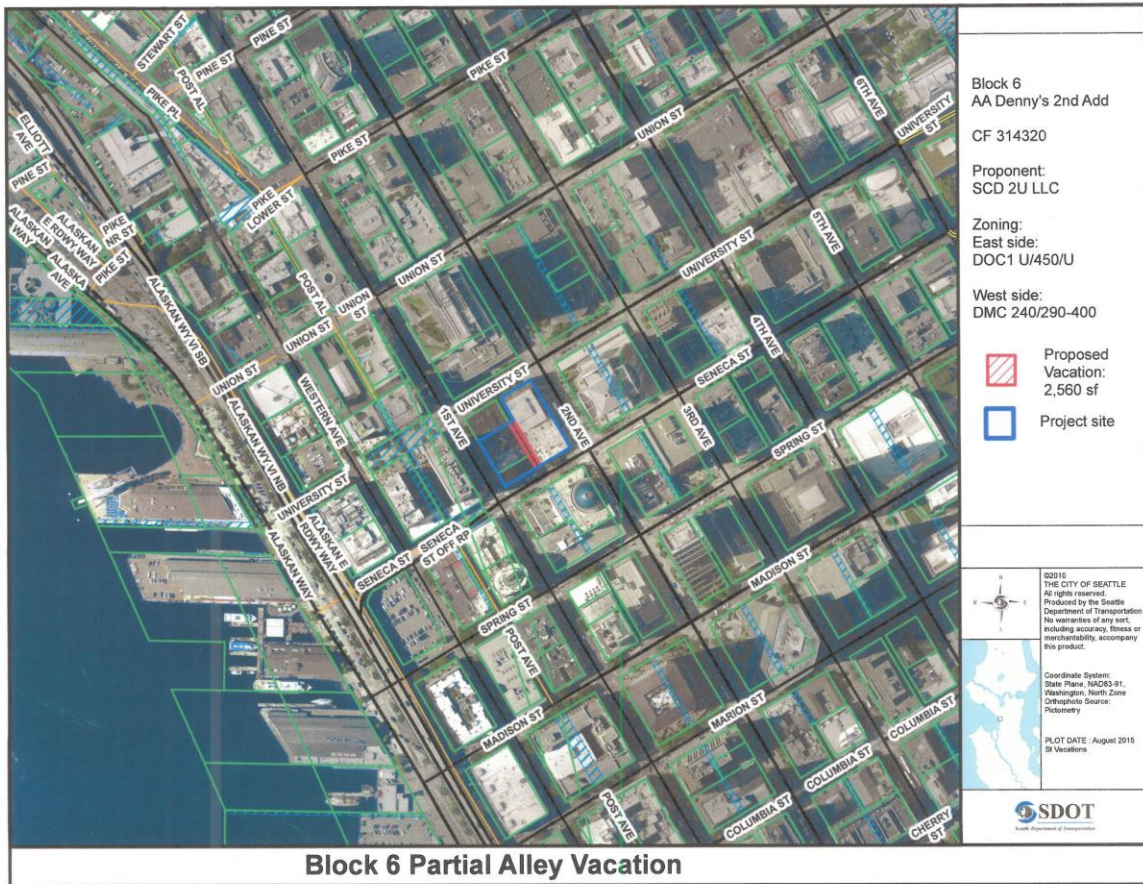
4. OTHER IMPLICATIONS

- a. **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 portion of the alley in Block 6, A.A. Denny's Second Addition.
- 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 the legislation.
- 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

Summary Attachments:

Summary Attachment A - Block 6 Vacation Area Map

Block 6 Vacation Area Map



March 9, 2022

MEMORANDUM

To: Transportation & Seattle Public Utilities Committee
From: Lish Whitson, Analyst
Subject: 2&U Alley Vacation

On March 15, 2022, the Transportation & Seattle Public Utilities Committee (Committee) will receive a briefing on a proposed bill that would grant final approval for the vacation of the southern half of the alley in the block bounded by 1st and 2nd avenues and Seneca and University streets in Downtown Seattle (Council District 7). Council conditional approval of the vacation was granted on September 26, 2016, through [Clerk File \(CF\) 314320](#). The bill is attached to this memorandum as Attachment 1.

Approval of the vacation facilitated the development of [2&U](#), a 38-story office tower on three-quarters of the block. A four-story brick building, the Diller Building, remains on a quarter of the block and abuts the portion of the alley that remains. Attachment 2 provides a diagram of the block.

The Council's decision at this point is to determine whether the project has satisfied the conditions of CF 314320. If those conditions have been met, the Council should approve the bill.

Street Vacation Process

The Street Vacation process, as laid out in the City Council's Street Vacation Policies ([Resolution 31809](#)), includes three Council reviews of a project. Soon after a property owner submits a petition to vacate right-of-way, the Council may choose to hold an early public forum or briefing to learn about the proposal and provide early feedback. After receiving this early feedback, City departments, the Seattle Design Commission, and other interested parties review the petition and provide recommendations. The Seattle Department of Transportation (SDOT) compiles and transmits their recommendations to the City Council alongside a recommendation from the SDOT Director to the City Council.

Once the Council receives this recommendation, the Council holds a public hearing and reviews the petition. At this point, the Council decides (1) whether to grant the petition, and (2) if the Council determines that the vacation is appropriate, it decides which conditions should be placed on the vacation. This conditional approval allows the petitioner to build in the right-of-way and to complete their project.

Once the project is complete, SDOT confirms that the conditions have been met and transmits a bill to finalize the vacation to Council. At this phase of Council's review, the Council's role is to

determine that the conditions have been met. Passage of the bill allows for the official transfer of ownership of the right-of-way to the petitioner.

Review of Vacation Conditions

The vacation conditions included in CF 314320 included eight conditions. These conditions require that:

1. The project be built substantially as presented to the Council;
2. Street improvements must be designed to City standards and reviewed by SDOT;
3. Any utilities that run through the alley are relocated and there may not be disruptions to utility service to the remaining building abutting the portion of the alley to remain;
4. Development should begin within two years of approval and be completed within five years of approval;
5. Access to the 2&U building and the Diller Building shall be provided as shown to the Council;
6. Additional review and conditioning would be required under the State Environmental Policy Act (SEPA) and City codes and regulations;
7. Free speech activities must be allowed in public spaces on site and signage must indicate to the public that those activities are allowed; and
8. The project must provide and maintain the following public benefit features for the life of the building:

Table 1: PUBLIC BENEFITS AS PROPOSED

	Public Benefit	Location/ Description	Code Reqt.	Public Benefit	Total	Estimated Value
OPEN SPACE (Including Programming Commitment)						
A	Central Plaza	Central covered plaza with seating, bike infrastructure, upgraded materials and adjacent retail, open during park hours	650 SF	5,910 SF	6,560 SF	\$3,368,700
B	Bike Dock	Bicycle infrastructure and laydown area	None	2,520 SF	2,520 SF	\$1,436,400
C	Pedestrian Amenities	Individual seats, benches, and seat steps	None	82 Seats	82 Seats	\$350,000
		Drinking fountain	None	1 Unit	1 Unit	\$5,000
D	Event Infrastructure	Infrastructure to support events within the central plaza (electricity, water)	None			\$275,000
E	Overlook	Playful seating, site furnishings designed with children + families in mind	None	5,930 SF	5,930 SF	\$3,380,100
F	On-Site Trees	On-site trees	None	15 Trees	15 Trees	\$58,800
TOTAL:						\$8,874,000

	Public Benefit	Location/ Description	Code Reqt.	Public Benefit	Total	Estimated Value
SETBACKS						
G	1st Avenue Setback	Generous streetscape with seating, bike parking and covered walkway	None	124' x 20'	2,480 SF	\$1,413,600
H	Northeast Corner Plaza Setback	Corner plaza between north end of lobby and small retail on University St.	700 SF	35' x 17'	1,320 SF	\$353,400
I	Southeast Stoop Setback	Large covered seating and gathering setback from 2nd Ave.	None	46' x 15'	690 SF	\$441,600
TOTAL:						\$2,208,600
RIGHT-OF-WAY (ROW) IMPROVEMENTS						
J	ROW Planting	High quality trees, soil and irrigation within ROW	640 SF	1,245 SF	1,885 SF	\$55,000
K	ROW Seating	Seating and benches	None	12 Seats	12 Seats	\$28,000
L	ROW Bike Parking	Elegant, secure and durable bike racks within the ROW	None	15 Racks	30 Bike Stalls	\$5,250
TOTAL:						\$88,250
ARTS AND CULTURE SPACES (Including Programming Commitment)						
M	Performance Triangle	Flexible gallery/production/ performance space provided rent free to emerging artists	None	835 SF	835 SF	\$613,725
N	The Studio	Small, visible studio for artists or musicians to perform, record and display rent free	None	290 SF	290 SF	\$213,150
TOTAL:					1,125 SF	\$826,875
HILL CLIMB ASSIST						
O	1st Avenue Elevator	Hill climb assist connects 1st and 2nd Avenues and is accessible to all, open during park hours	None	Elevator	1	\$25,000
P	2nd Avenue Elevator	See above	None	Elevator	1	\$25,000
TOTAL:						\$50,000
BICYCLE INFRASTRUCTURE						
Q	Bike Racks	Bike Racks (2 bikes per unit), 5 (exterior) units on site	None	5 Racks	10 Bike Stalls	\$1,750
R	Electric Bike Charging Station	Incorporated into the Plaza bike infrastructure for public access	None	1 Unit	1 Unit	\$4,000
S	Electric Bike Charging Station Fix It Repair Stand	Repair + air-pump station in Plaza, visible + accessible from ROW	None	1 Unit	1 Unit	\$1,500
TOTAL:						\$7,250
TOTAL ESTIMATED VALUE OF PUBLIC BENEFIT:						\$12,054,975

According to CF 314320, the project must be “substantially in conformity with the project presented to the City Council” during the Council’s review of the petition. There were changes to some of the proposed public benefits as the project’s final design was completed. The Property Use and Development Agreement (PUDA) that has been recorded to ensure the permanent provision of these public benefit features (Attachment 2) describes these changes as follows:

Table 2: PUBLIC BENEFITS AS PROVIDED

	Public Benefit	Location/ Description	Code Reqt.	Public Benefit	Total	Notes
OPEN SPACE						
A	Central Plaza	Central covered plaza with seating, bike infrastructure, upgraded materials and adjacent retail, open during park hours	650 SF	5,910 <u>6,535</u> SF	6,560 <u>7,185</u> SF	Increased 625 SF due to changes in setbacks
* * *						
C	Pedestrian Amenities	Individual seats, benches, and seat steps		82 <u>134</u> Seats	82 <u>134</u> Seats	Voluntarily increased by 52 seats
* * *						
F	On-Site Trees	On-site trees	None	15 <u>14</u> Trees	15 <u>14</u> Trees	A mature Japanese maple replaced two smaller pine trees that were in the original design
SETBACKS						
G	1st Avenue Setback	Generous streetscape with seating, bike parking and covered walkway	None	2,480 <u>1,587</u> SF	2,480 <u>1,587</u> SF	Decreased 893 SF due to a more prominent public staircase, adjustments for ADA access, and moving retail spaces closer to the street front
H	Northeast Corner Plaza Setback	Corner plaza between north end of lobby and small retail on University St.	700 SF	1,320 <u>1,455</u> SF	1,320 <u>1,455</u> SF	Increased 135 SF due to minor building changes
I	Southeast Stoop Setback	Large covered seating and gathering setback from 2nd Ave.	None	690 <u>1,045</u> SF	690 <u>1,045</u> SF	Increased 355 SF due to minor building changes
RIGHT-OF-WAY (ROW) IMPROVEMENTS						
J	ROW Planting	High quality trees, soil and irrigation within ROW	640 SF	1,245 <u>891</u> SF	1,885 <u>1,531</u> SF	Direction from SDOT during Street Improvement Permit (SIP) review reduced planting area by 354 SF. No change to number of street trees.

	Public Benefit	Location/ Description	Code Reqt.	Public Benefit	Total	Notes
K	ROW Seating	Seating and benches	None	12 28 Seats	12 28 Seats	Voluntarily increased
* * *						
ARTS AND CULTURE SPACES (Including Programming Commitment)						
M	Performance Triangle	Flexible gallery/production/ performance space provided rent free to emerging artists	None	835 <u>1,183</u> SF	835 <u>1,183</u> SF	The Performance Space was enlarged by 348 instead of providing a separate recording studio at the recommendation of the Office of Arts and Culture and an arts programming consultant
N	The Studio	Small, visible studio for artists or musicians to perform, record and display rent free	None	290 SF	290 SF	See above, a single larger space was determined to be more useful than two smaller spaces
* * *						

The combination of these changes increases publicly accessible open space on the site, increases the seating available to the public, and increases the amount of rent-free performance space available for emerging artists. The number of trees on site is reduced by one and on-street planting areas are also reduced without impacting the number of street trees provided.

SDOT has reviewed the project as built and the PUDA and has determined that the project substantively meets all vacation conditions and recommends approval of the bill.

Next Steps

The Committee is anticipated to consider and may vote on the proposed bill at its April 5 meeting. The bill could be considered by the City Council as early as April 12.

Attachments:

1. Proposed bill to approve the 2&U alley vacation
2. Location of the 2&U alley vacation
3. Recorded Property Use and Development Agreement

cc: Aly Pennucci, Deputy Director
Yolanda Ho, Lead Analyst

Amy Gray
SDOT Block 6 2 & U Vacation ORD
D1b

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

..title

AN ORDINANCE vacating a portion of the alley in Block 6, A.A. Denny’s Second Addition, in the block bounded by University Street, 1st Avenue, Seneca Street, and 2nd Avenue, in Downtown, and accepting a Property Use and Development Agreement, on the petition of HS 2U Owner, LLC (Clerk File 314320).

..body

WHEREAS, SCD 2U LLC, filed a petition under Clerk File 314320 to vacate a portion of the

alley in Block 6, A.A. Denny’s Second Addition, in the block bounded by University

Street, 1st Avenue, Seneca Street, and 2nd Avenue; and

WHEREAS, HS 2U Owner, LLC (“Petitioner”) is the successor in interest and the current

Petitioner; and

WHEREAS, following a September 14, 2016, public hearing on the petition, the Seattle City

Council (“City Council”) conditionally granted the petition on September 26, 2016; and

WHEREAS, a Property Use and Development Agreement recorded on August 27, 2021, with the

King County Recorder’s Office under Recording No. 20210827002417 commits the

Petitioner and their successors to fulfill ongoing public-benefit obligations required as

part of the vacation; and

WHEREAS, as provided for in Section 35.79.030 of the Revised Code of Washington (RCW)

and Seattle Municipal Code Chapter 15.62, the Petitioner has paid the City a vacation fee

of \$3,640,000 on June 18, 2019, 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 a portion of the alley in Block 6, A.A. Denny’s Second Addition, is in the

public interest; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. A portion of the alley in Block 6, A.A. Denny's Second Addition, described below, is vacated:

The portion of the alley adjacent to Lots 5 through 8, and adjacent to the south 40 feet of Lots 3 and 4 in Block 6, A.A. Denny's Second Addition to the City of Seattle, recorded in Volume 1 of Plats, page 30, Records of King County, Washington, with is the block bounded by University Street, 1st Avenue, Seneca Street, and 2nd Avenue (Clerk File 314320).

Section 2. The Property Use and Development Agreement, King County Recording No. 20210827002417, 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 _____, 2022,
and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

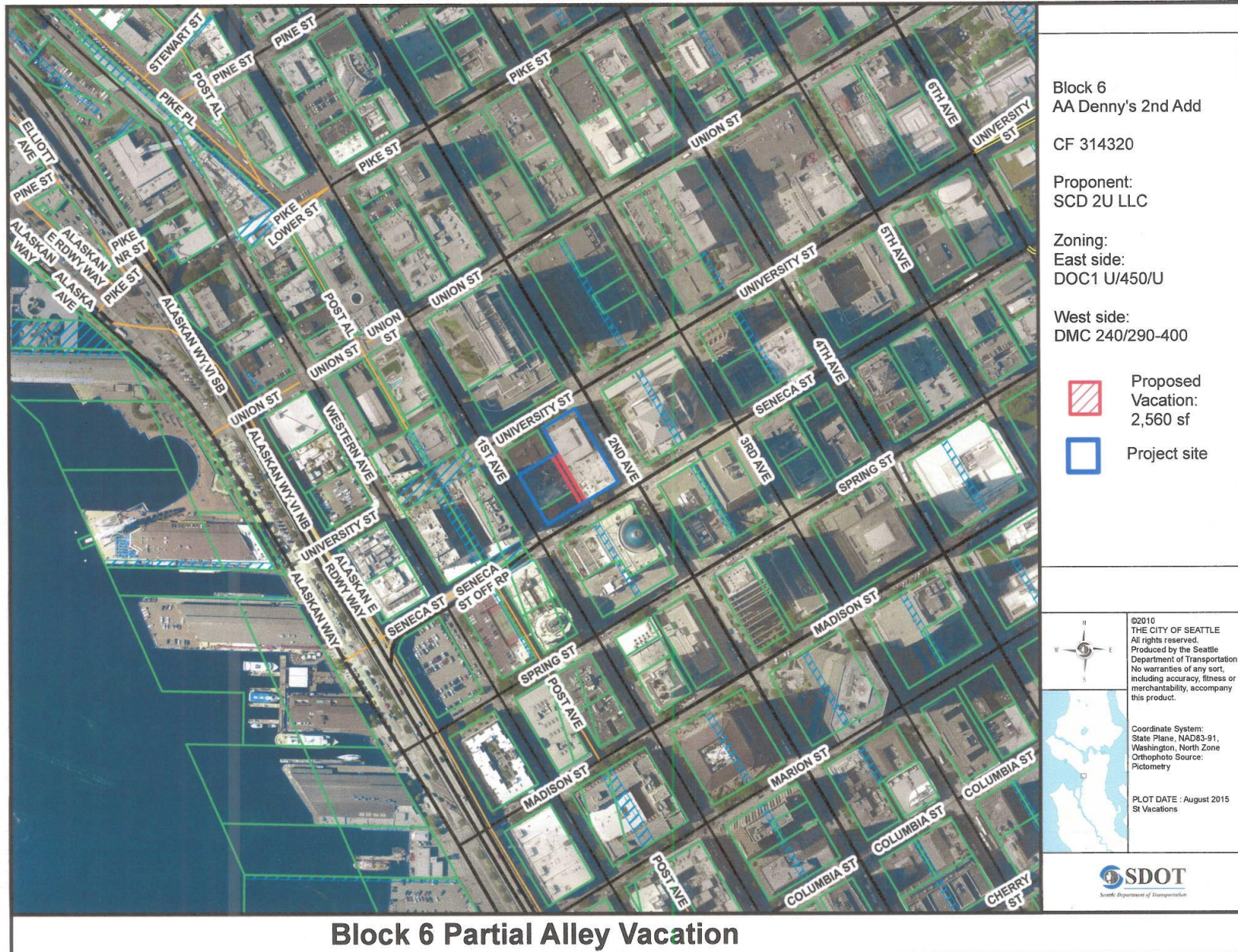
Filed by me this _____ day of _____, 2022.

Monica Martinez Simmons, City Clerk

(Seal)


Attachments:
Exhibit 1 - Property Use and Development Agreement

Attachment 2: Location of the 2&U alley vacation



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

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor:	HS 2U Owner, LLC, a Delaware Limited Liability Company
<input type="checkbox"/> Additional on page _____	
Grantee:	<u>City of Seattle</u>
<input type="checkbox"/> Additional on page _____	
Legal Description (abbreviated):	LOTS 2, 3, 4, 6, 7 AND 8, BLOCK 6, A.A. DENNY'S 2 ND ADD., CITY OF SEATTLE, VOL 1, P. 30 PLATS, KING COUNTY, WASHINGTON
<input checked="" type="checkbox"/> Additional on:	<u>Exhibit A</u>
Assessor's Tax Parcel ID #:	<u>1974700175, 1974700190, 1974700210</u>
Reference Nos. of Documents Released or Assigned:	N/A

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is executed this date in favor of the City of Seattle, a municipal corporation ("City"), by HS 2U OWNER, LLC, a Delaware limited liability company ("2U").

WHEREAS, SCD 2U LLC, a predecessor in interest to 2U, filed a petition in Clerk File 314320 for the vacation of a portion of the alley adjacent to Lots 5 through 8, and adjacent to the south 40 feet of Lots 3 and 4 in Block 6, A.A. Denny's Second Addition to the City of Seattle, recorded in Volume 1 of Plats, page 30, Records of King County Washington, which petition was considered under Chapter 35.79 of the Revised Code of Washington and Chapter 15.62 of the Seattle Municipal Code; and

WHEREAS, on September 14, 2016, the Sustainability and Transportation Committee of the Seattle City Council held a public hearing on the vacation petition; and

WHEREAS, on September 26, 2016, the Seattle City Council granted preliminary approval of the vacation petition, subject to conditions; and

WHEREAS, SCD 2U LLC completed development activity authorized under the alley vacation approval before September 26, 2021;

WHEREAS, 2U is the current owner of the building and associated improvements (the "Property") existing on the land legally described on Exhibit A attached hereto (the "Land"); and

WHEREAS, 2U is executing this Property Use and Development Agreement (the "Agreement" or "PUDA") to ensure compliance with any on-going conditions of the vacation approval subsequent to passage of the vacation ordinance; and

NOW, THEREFORE, 2U covenants, bargains, and agrees on behalf of themselves, their successors, and assigns as follows:

Section 1. The conditions passed by the City Council on September 26, 2016 specified the following conditions of approval:

- A. The vacation is granted to allow the Petitioner to build a project substantially in conformity with the project presented to the City Council and for no other purpose. The project must be substantially in conformity with the proposal reviewed by the Sustainability & Transportation Committee in September of 2016.
- B. All street improvements shall be designed to City standards, as modified by these conditions to implement the public benefit requirements, and be reviewed and approved by the Seattle Department of Transportation; 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:

- Alley design and turnaround, including materials and signage;
- Setbacks and landscaping on 1st Avenue, Seneca Street, 2nd Avenue, and University; and
- Plantings, street furniture, seating or wayfinding in the right-of-way.

C. The utility issues shall be resolved to the full satisfaction of the affected utility prior to the approval of the final vacation ordinance. The Petitioner shall ensure there is no disruption in utility services for the adjacent Diller Hotel. Prior to the commencement of any development activity on the site, 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 include:

- Seattle City Light;
- Seattle Public Utilities;
- Enwave;
- King County Metro;
- Puget Sound Energy; and
- CenturyLink Communications.



D. 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 ensure timely compliance with the conditions imposed by the City Council the Petitioner shall provide the Seattle Department of Transportation with Quarterly Reports, following Council approval of the vacation, providing an update on the development activity, schedule, and progress on meeting the conditions. The Petitioner shall not request or be issued a Final Certificate of Occupancy (C of O) for the project until SDOT has determined that all conditions have been satisfied and all fees have been paid as applicable.

E. Access to the buildings shall be provided for as follows, changes to this proposal shall require the review of SDOT: two driveways on Seneca Street are allowed with one providing an in/out driveway to the parking garage and one providing in/out access to the truck loading dock. In addition, the remaining public alley and turnaround provide access to the Diller building.

- F. In addition to the conditions imposed through the vacation process, the project, as it proceeds through the permitting process, is subject to SEPA review and to conditioning pursuant to various City codes and through regulatory review processes including SEPA.
- G. Free speech activities such as hand billing, signature gathering, and holding signs, all without obstructing access to the space, the building, or other adjacent amenity features, and without unreasonably interfering with the enjoyment of the space by others, shall be allowed within these vacation public benefit features. While engaged in allowed activities, members of the public may not be asked to leave for any reason other than conduct that unreasonably interferes with the enjoyment of the space by others. Signage clearly identifying public access and allowed free speech activities is required at the public open space elements and shall require the review and approval of SDOT Street Vacations. Signage shall be consistent with signage provided for public amenity space, if any, on the site. Any violation of these conditions will be enforced through Chapter 15.90 of the Seattle Municipal Code.
- H. The Petitioner shall develop and maintain the public benefit elements as defined by the City Council. A Property Use and Development (PUDA) or other binding mechanism shall be required to ensure that the public benefit elements remain open and accessible to the public and shall establish the hours of public access for the various public benefit spaces, with temporary closures permitted for reasons such as maintenance, safety, or private functions and to outline future maintenance obligations of the improvements. A plan for programming and use of the art spaces shall be completed and included with the PUDA or by separate agreement that binds future building owners to the obligations of the plan. Such plan shall address program commitments and costs, outreach and engagement for disadvantaged communities, management, reporting obligations, and oversight. The plan shall make provision for a briefing and program review for the City Council at year three of operations or as determined in the plan. 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 or Administrative Review of the implementation of the 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:

Public benefit chart:

Public Benefit	Location/Description	Code Req.	Public Benefit	Total	Est. Value
A. Central Plaza	Central covered plaza with seating, bike infrastructure, upgraded materials and adjacent retail, open during park hours	650 SF	5910 SF	6560 SF	\$3,368,700
B. Bike Dock	Bicycle infrastructure and laydown area	None	2520 SF	2520 SF	\$1,436,400
C. Pedestrian Amenities	Individual seats, benches, and seat steps Drinking fountain	(MUP) None	82 Seats 1 Unit	82 Seats 1 Unit	\$350,000 \$5,000
D. Event Infrastructure	Infrastructure to support events within the central plaza (electricity, water)	None			\$275,000
E. Overlook	Playful seating, site furnishings designed with children + families in mind	None	5930 SF	5930 SF	\$3,380,100
F. On-Site Trees	On-site trees	None	15 Trees	15 Trees	\$58,800
Public Benefit	Location/Description	Code Req.	Public Benefit	Total	Est. Value
G. 1 st Avenue Setback	Generous streetscape with seating, bike parking and covered walkway	None	124' x 20'	2480 SF	\$1,413,600
H. Northeast Corner Plaza Setback	Corner plaza between north end of lobby and small retail on University St.	700 SF	35' x 17'	1320 SF	\$353,400
I. Southeast Stoop Setback	Large covered seating and gathering setback from 2 nd Ave.	None	46' x 15'	690 SF	\$441,600
J ROW Planting	High quality trees, soil and irrigation within ROW	640 SF	1245 SF	1885 SF	\$55,000
K ROW Seating	Seating and benches	None	12 Seats	12 Seats	\$28,000
L ROW Bike Parking	Elegant, secure and durable bike racks within the ROW	None	15 Racks	30 Bike Stalls	\$5,250
M Performance Triangle	Flexible gallery/production/performance space provided rent-free to emerging artists	None	835 SF	835 SF	\$613,725
N The Studio	Small, visible studio for artists or musicians to perform, record and display rent-free	None	290 SF	290 SF	\$213,150
O 1 st Avenue	Hill climb assist connects 1 st	None	1	1	\$25,000

Elevator	and 2 nd Avenues and is accessible to all, open during park hours		Elevator	Elevator	
P 2 nd Avenue Elevator	See above	None	1 Elevator	1 Elevator	\$25,000
Q Bike Racks	Bike Racks (2 bikes per unit), 5 (exterior) units on site	None	5 Racks	10 Bike Stalls	\$1,750
R Electric Bike Charging Station	Incorporated into the Plaza bike infrastructure for public access	None	1 unit	1 unit	\$4,000
S Electric Bike Charging Station Fix-It repair stand	Repair + air-pump station in Plaza, visible + accessible from ROW	None	1 Unit	1 Unit	\$1,500

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

Section 2. The development project currently on-site, as implemented by Master Use Permit number 3019177-LU, as amended, and building permits 6472029-PH and 6532759-CN, has constructed the "Public Benefits" outlined in Section 1 in the following manner, and as depicted in Exhibit B. The following Public Benefits, as constructed, are acceptable to the City:

- A. The Central Plaza was increased by 625 square feet due to changes in building setbacks, resulting in a 7,185 s.f. Central Plaza. Otherwise, the Central Plaza remains as depicted to the City Council.
- B. The 2520 s.f. Bike Dock was constructed in the manner depicted to the City Council.
- C. The drinking fountain was constructed in the Central Plaza near the southern stairs leading from 1st Avenue. The pedestrian seating opportunities were increased from 82 seats as depicted to City Council to 134 seats due to an internal decision to provide more opportunities for different types of seating and gathering within open spaces.
- D. The event infrastructure in the plaza was constructed. It consists of an electrical switch with connections to electrical power at various amperages and data, sufficient to power a small stage, associate lighting and audio/visual equipment.
- E. The 5,930 s.f. Overlook was constructed as depicted to City Council. It includes "playful" furnishings including "bouncy" flooring and family-friendly seating and elements.
- F. Fourteen on-site trees were planted, a reduction of one tree from the City Council presentation. Two smaller pine trees were replaced with one large specimen Japanese

- Maple for significant immediate impact and destination marker. The Japanese Maple is planted adjacent to the Overlook.
- G. Minor changes were made to setbacks related to the 1st Avenue Promenade. The Promenade was reduced by 893 s.f., resulting in a total promenade of 1,587 s.f. The reason for these minor changes were: (a) the public stair extended further to the west, making it more inviting for the public; (b) the retail seating area wall moved further north to help resolve ADA grade issues for access into the southwest corner retail; (c) the west façade moved slightly west to bring the retail façade closer to the street for a more enlivened streetscape; and (d) the west core façade moved closer to the street to allow for a bit more lobby space that would better activate the streetscape.
 - H. The Front Deck gained 135 s.f. due to minor building changes, but other than this minor change exists as depicted to the City Council. The final Front Deck area is 730 s.f.
 - I. The Entry Porch gained 355 s.f. but other than this minor change exists as depicted to the City Council. The final Entry Porch area is 1045 s.f.
 - J. The right-of-way planting was reduced by 354 s.f. due to SDOT direction during the Street Improvement Permit process to change the proposed tree species and layouts, which impacted the final planting bed dimensions. The final right-of-way planting area is 894 s.f.
 - K. The right-of-way seating increased from 12 seats to 28 seats (addition of 16 seats) due to an internal decision to provide additional seating and gathering opportunities in the right-of-way.
 - L. Fifteen bike racks in the right-of-way were provided, as depicted to the City Council.
 - M. At the direction of the Office of Arts and Culture and an arts programming consultant, the performance triangle was combined with the studio space so that it may function more effectively for more diverse art uses in a single, larger location. The initial idea for the performance triangle was a recording studio, but due to the volume of glass this was not acoustically possible. The previous square footages were 835 s.f. for the performance triangle, and 290 s.f. for the studio space (1125 s.f. total). With the combination of the two spaces, and the expansion, the rent-free arts space now totals 1,183 s.f., a net increase of 58 s.f.
 - N. Please see above regarding the studio space combination.
 - O. The 1st Avenue Elevator was constructed and is open during business hours.
 - P. The 2nd Avenue Elevator was constructed and is open during business hours.
 - Q. Five bike racks in the right-of-way were constructed.
 - R. One e-bike charging station was constructed.
 - S. One bike fix-it repair stand was constructed.

Section 3. A programming plan for the studio space is attached to this PUDA, as required by the City Council, as Exhibit C. The programming plan is intended to be a living document and amended or modified to ensure the art space is well-used and programmed for the life of the building. Amending the programming plan does not require amending this PUDA.

Section 4. 2U shall have the reasonable right to temporarily close, obstruct, limit access, or establish temporary hours of public access to the Public Benefits areas for: (1) construction, provided that any removed or permanently closed areas shall be replaced by 2U to

the satisfaction of the City before the area is removed or permanently closed; (2) maintenance and repair; (3) temporary use for private functions by 2U, tenants or other occupants of the Property and users of The Studio; (4) the maintenance of or security for the development or persons using the development; (5) other circumstances beyond 2U's control; or (6) as 2U reasonably deems necessary to comply with any applicable law, regulation or order.

Section 5. 2U may adopt reasonable rules and regulations regarding the use of and access to the Public Benefits. The rules and regulations shall be consistent with this Agreement. A summary of the current rules and regulations, if rules are adopted, shall be posted in several visible locations.

Section 6. Free speech activities such as passing out of leaflets or brochures, signature gathering, and individuals holding signs, all without physically obstructing access to the Property or to other adjacent amenity features, and without unreasonably interfering with the use and enjoyment of the Property, shall be allowed within the Public Benefit areas described in this Agreement. Nothing herein allows the posting of signs, painting, graffiti or pasting signs or handbills onto any improvements on the Land. 2U may remove and dispose of any signs or other property left on the Land. While lawfully engaged in allowed activities that do not interfere with use and enjoyment of the Property by others, members of the public may not be asked to leave because of their involvement with the allowed activities. Any violation of this Section may be enforced through Chapter 23.90 of the Seattle Municipal Code. Signage to this effect, as required by the City Council's conditional approval, is posted on the Property.

Section 7. This Agreement may be amended or modified by agreement between 2U and the City; provided any such amendment, per Council rules, shall be subject to approval by the City Council by ordinance. Nothing in this Agreement shall be construed as a surrender of the City's governmental powers.

Section 8. 2U reserves the right to use the Public Benefits areas for any purpose which does not interfere with the public's use rights established hereunder, including but not limited to the right to use the areas as described in this Agreement for 2U's purposes (including the right to use the areas by 2U's tenants, subtenants and other occupants), and the right to grant easements, provided the easements are consistent with the public's use rights established hereunder.

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

Section 10. The legal description of the Land on which the Property is located is set forth in Exhibit A to this Agreement, which is incorporated into this Agreement. An executed copy of this Agreement shall be recorded in the records of King County and the covenants contained herein shall attach to and run with title to the Property.

Section 11. This PUDA is made for the benefit of the City and the public. The City may institute and prosecute any proceeding at law or in equity to enforce this PUDA.

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

Section 13. Upon the effective date of the vacation ordinance, 2U 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. 2U shall provide evidence of insurance to the City Risk Manager at the City's reasonable request.

Section 14. 2U covenants and agrees to defend, indemnify, and hold harmless the City of Seattle, its officials, officers, employees, and agents from all liabilities, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses, resulting from any actual or alleged bodily injury including death or actual or alleged damage to property arising out of or in connection with the use or occupation of the Public Benefits during the term of its building ownership. Upon any transfer of building ownership, this obligation shall be binding on all successors and assigns. The indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments or expenses resulting from bodily injury or property damage caused by the negligence or intentional acts of the public or the City, or the City's officers, employees, elected officials, agents, or subcontractors.

Section 15. This Agreement shall be binding on 2U's successors and assigns. 2U and each future owner of the Property shall be bound to this Agreement only during the period of its ownership.


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

DATED this 19th day of August, 2021.

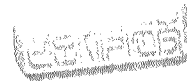
HS 2U Owner, LLC, a Delaware limited liability company

By: HS 2U JV, LLC, a Delaware limited liability company
Its: Managing Member

By: HS 2U REIT, LLC, a Delaware limited liability company
Its: Managing Member

By: 
Name: Hae Sung Jung
Title: Director

[Notary acknowledgement on attached page]



Unofficial Copy

EXHIBIT A

Legal Description of the Property

PARCEL A:

LOTS 2, 3, 6 AND 7, BLOCK 6, ADDITION TO THE TOWN OF SEATTLE AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S SECOND EDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 30, IN KING COUNTY, WASHINGTON.

EXCEPT THE NORTHEASTERLY 12 FEET THEREOF CONDEMNED IN DISTRICT COURT CAUSE NO. 7097 FOR SECOND AVENUE, AS PROVIDED BY ORDINANCE NO. 1107; ALSO

EXCEPT THE SOUTHWESTERLY 2 FEET OF LOT 2 AND THE SOUTHWESTERLY 2 FEET OF THE NORTH 20 FEET OF LOT 3 AS CONVEYED TO THE CITY OF SEATTLE FOR ALLEY PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20170330000423

PARCEL B:

THE SOUTH 40 FEET OF LOT 4, ALL OF LOT 5 AND THE NORTHWESTERLY 15 FEET OF LOT 8, BLOCK 6, ADDITION TO THE TOWN OF SEATTLE AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S SECOND EDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 30, IN KING COUNTY, WASHINGTON.

EXCEPT THE SOUTHWESTERLY 9 FEET THEREOF CONDEMNED FOR THE WIDENING OF FIRST AVE AS PROVIDED BY ORDINANCE NO. 1129 OF THE CITY OF SEATTLE.

PARCEL C:

THE SOUTHEASTERLY 45 FEET OF LOT 8, BLOCK 6, ADDITION TO THE TOWN OF SEATTLE AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S SECOND EDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 30, IN KING COUNTY, WASHINGTON.

EXCEPT THE SOUTHWESTERLY 9 FEET THEREOF CONDEMNED FOR THE WIDENING OF FIRST AVE AS PROVIDED BY ORDINANCE NO. 1129 OF THE CITY OF SEATTLE.

ALLEY VACATION:

THAT PORTION OF THE ALLEY ADJACENT TO LOTS 5 THROUGH 8, AND ADJACENT TO THE SOUTH 40 FEET OF LOTS 3 AND 4, BLOCK 6, ADDITION TO THE TOWN OF SEATTLE AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S SECOND ADDITION TO

THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF
PLATS, PAGE 30, IN KING COUNTY, WASHINGTON.

CONTAINING AN AREA OF 2,560 SQUARE FEET OR 0.0588 ACRES, MORE OR LESS.

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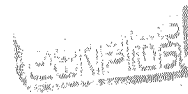


EXHIBIT B

Site depiction of public benefit areas

[see attached page]

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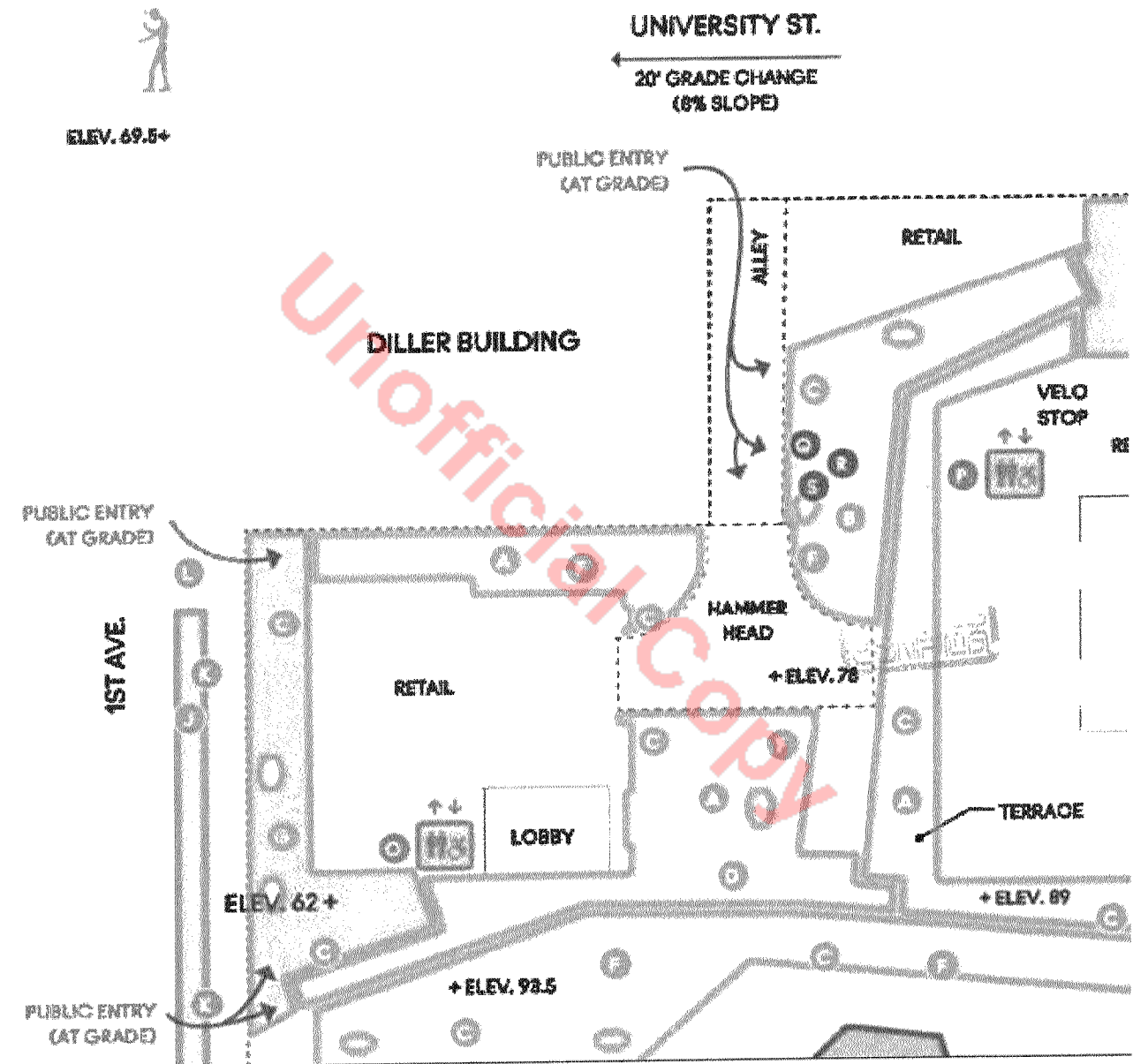


EXHIBIT C

2 + U Arts and Programming Plan

The Plan is required as part of the Public Benefit package included in the City Council's conditional approval of the alley vacation associated with the building and improvements located at 1201 2nd Avenue (the "Project") and known as 2 + U. The details of the conditional approval and associated conditions are referenced in Clerk's file 314320. As used herein, the term "Owner" means HS 2U Owner, LLC and its successors and assigns who own the Project from time to time. HS 2U Owner, LLC and each future owner of the Project shall be bound to this Plan only during the period of its ownership.

Background

Rapid development and economic growth in Seattle have displaced many affordable urban cultural spaces, especially in the Central Business District (CBD). Few downtown arts spaces remain, and the few that do are often economically out of reach for emerging artists, underserved populations, and arts organizations. The lack of access is especially pronounced for communities of color and other groups who have not historically had equitable access to the City's arts and culture infrastructure. At the same time, few new arts and cultural spaces are being developed that might add to the vibrancy and diversity of a neighborhood. This reality was communicated to Skanska early in the Project's development process by Seattle Office of Arts and Culture (OAC), Benaroya Hall, and the Seattle Art Museum (SAM). Each of these groups played an important collaborative role in helping shape the arts and cultural vision for the Project.

The Plan

To implement the Plan, Owner's predecessor-in-interest developed a concept called The Studio. The concept for The Studio as a required public benefit feature was developed to address the challenge of providing access to affordable, or even free of charge, arts and cultural space in the CBD for emerging artists and underserved communities. The Studio creates a new and innovative public-private partnership that allows public benefits to accrue to the neighborhood and larger City by creating a space that will support and empower arts and cultural activities and that can be curated and managed to provide access to a wide variety of users.

The Council's conditional approval included the requirement to develop this Plan, which includes a framework for programming The Studio. The City Council's expressed intention was that this Plan to include programming commitments and costs, outreach to disadvantaged communities, management, reporting obligations, and oversight.

The Plan is attached as an exhibit to the Property Use and Development Agreement ("PUDA") required as part of the City Council's final approval of the alley vacation for the Project. This Plan is intended to be a document that may be amended in the future independent of the PUDA and without City Council approval, subject to the amendment provisions below.

Agreement

Now, therefore, the Owner agrees to the following:

A. Program Goals/Vision. The Studio's goals, and the goals to program the Studio, include the following:

1. The Studio (as defined in Section B.1.a. below) provides a flexible space designed to meet the needs of arts and cultural users.
2. The Studio is located in a public benefits space that is visible and directly accessible from adjacent City streets.
3. The Studio is intended to support, empower, and promote local artists and cultural groups, with an emphasis on emerging artists from a diversity of backgrounds and communities.
4. The Studio will be available to artists and art groups free of charge for the life of the Project for the purposes set forth in the Property Use and Development Agreement. Users will be required to comply with the rules and regulations for The Studio and may be required to pay Owner for services provided by Owner relating to the User's usage of the space such as cleaning, set up, security and repair of any damages caused by the User or its invitees. Users may be charged a fee if they reserve The Studio and do not use The Studio during the reserved time.
5. Landlord shall provide or may contract with a third party (the "Studio Manager") who will provide regular activation of the Studio, to create synergy and connection with neighborhood and building occupants.

B. Implementation Plan / Strategies

1. Program Commitments and Costs

- a. Owner will provide the existing studio space consisting of 1,183 square feet of space at the ground floor of the Project which was designed to support vocal, dance, theater, music rehearsal activities, arts display, and community meetings (the "Studio").
- b. The Studio space includes a sprung floor to support dance events, a restroom, and other accessory spaces that support a variety of room uses.
- c. The Studio space will include a good visual connection with other on-site public benefit areas and adjacent streets.
- d. The Studio management costs and normal and customary operating expenses are covered by the Owner and are not charged back to the Studio Manager, artists, or user groups.
- e. Owner is not required to provide any equipment, supplies or security. Each user will use the Studio at its own risk and will provide its own equipment and supplies. Owner may require users to sign a standard user agreement as a condition to use of the Studio. Owner may require users to provide proof of insurance.

- f. The Studio may, but is not required to be, open outside of normal operating hours for the Project.

2. Management:

- a. Following precedent studies, workshops with local neighborhood arts organizations (Benaroya/SAM), and consultation with local arts and cultural subject matter experts, an open Request for Proposals (RFP) was developed to hire a partner organization to manage The Studio. The Studio Manager will have the following responsibilities:
 - i. Liaise with Owner and property manager regarding use, programming, and operations to ensure activation, alignment with vision, and ongoing success;
 - ii. Curate users and uses consistent with stated goals and vision of the Studio;
 - iii. Allow access to The Studio during normal building operating hours;
 - iv. Manage The Studio's day-to-day operations including access, space changeover, and staffing as-needed;
 - v. Advertise The Studio's availability to Seattle's arts and culture community, with an emphasis on emerging and underserved artists and groups;
 - vi. Solicit rolling applications for use of the Studio from Seattle's arts and culture community;
 - vii. Maintain records of Studio use as outlined under "Reporting" below; and
 - viii. Collaborate with cultural venues across Seattle to coordinate activities, identify potential users, and address areas of need.

3. Outreach and Engagement for Disadvantaged Communities: The Studio Manager will use their existing network and outreach infrastructure to be continually engaged with the local arts communities. Preferences for use of The Studio shall be given to:

- a. Uses by artists and arts organizations led by or serving communities of color, people with disabilities, LGBTQIA+ community, immigrants and refugees, youth, and seniors; and
- b. Uses that reflect a breadth of artistic genres, subject matters, communities, and messages, showcasing cultural activity that reflects the Ccity's diversity

4. Reporting: The Studio Manager shall also be responsible for creating an annual report for the Owner and, pursuant to the requirements and conditions of the Alley Vacation, a report after the third year of operations that will be submitted to the Seattle City Council. Each annual report shall be submitted by December 31.

The annual report to the Owner for use in City updates is envisioned to include, but not be limited to the following components:

- a. Activity Summary: type, frequency, and duration of use;

- b. User Summary: list of artists/arts organizations that used the space, noting if possible; how they showcased or served emerging or underserved artists or arts organizations;
- c. Marketing Summary: outreach efforts, press, or media related items;
- d. Partnership Summary (public and private); and
- e. Lessons learned and recommended programming changes for the coming year.

Following the first 3 years of The Studio operations, a summary report shall be delivered to the City Council including:

- a. Staff briefing on how and to what extent the Studio's stated objectives have been achieved;
- b. A compilation of activity in years 1-3 with user, budget, and marketing summaries;
- c. Survey of studio users to understand the impact of The Studio; and
- d. A look ahead that identifies next steps and outline the next 3-year plan. The look ahead shall also contain an assessment on whether The Studio goals need to adapt to current community needs.

5. **Amendments to Plan.** The Plan shall, from time to time, be amended to reflect changing conditions and the relative success of the Plan's attainment of the goals stated in Section A of this document. The Owner shall obtain the approval of the Seattle Department of Transportation (SDOT) for changes to the Plan. SDOT may consult with other City Departments, such as the Department of Arts and Culture, prior to approving the Plan changes.

등부 2021 년 제 3945 호

Registered No. 2021 — 3945

인 증

NOTARIAL CERTIFICATE

위 부동산이용 및 개발합의서 에
기재된 정 해 성

Chung Christopher
attorney-in-fact of

의 대리인 정 크리스토퍼 (는)은
본 공증인의 면전에서 위 본인이
서명 ---- 한 것임을 자인하였다.

Hae Sung Jung
appeared before me and
admitted said principal's
subscription to the attached

2021 년 8 월 19 일

Property use and development
Agreement

이 사무소에서 위 인증한다.

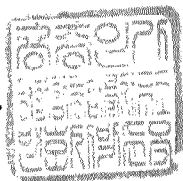
This is hereby attested on
this 19th day of Aug. 2021
at this office

공증인가 평화합동법률사무소
소속 서울중앙지방검찰청
서울특별시 중구 을지로 80-1

PYEONG-HWA LAW AND NOTARY PUBLIC OFFICE
Belong to Seoul Central District Prosecutors' Office
80-1, Eulji-Ro, Jung-Gu, Seoul, Korea

공증담당
변 호 사

박 승 옥



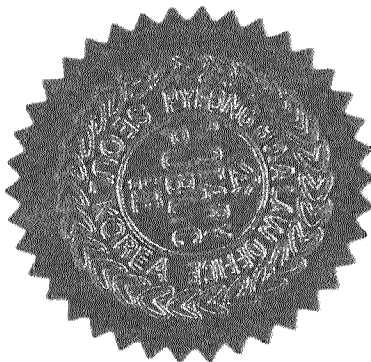
Park Sun Ok
Attorney-at-Law Park Sun Ok

This office has been authorized
by the Minister of Justice, the
Republic of Korea, to act as
Notary Public since
September 8, 1971. under
Law No. 2254



Registered No. 2021 - 3945

NOTARIAL CERTIFICATE



PYEONG-HWA LAW AND NOTARY PUBLIC OFFICE
80-1, EULJI-RO, JUNG-GU, SEOUL, KOREA

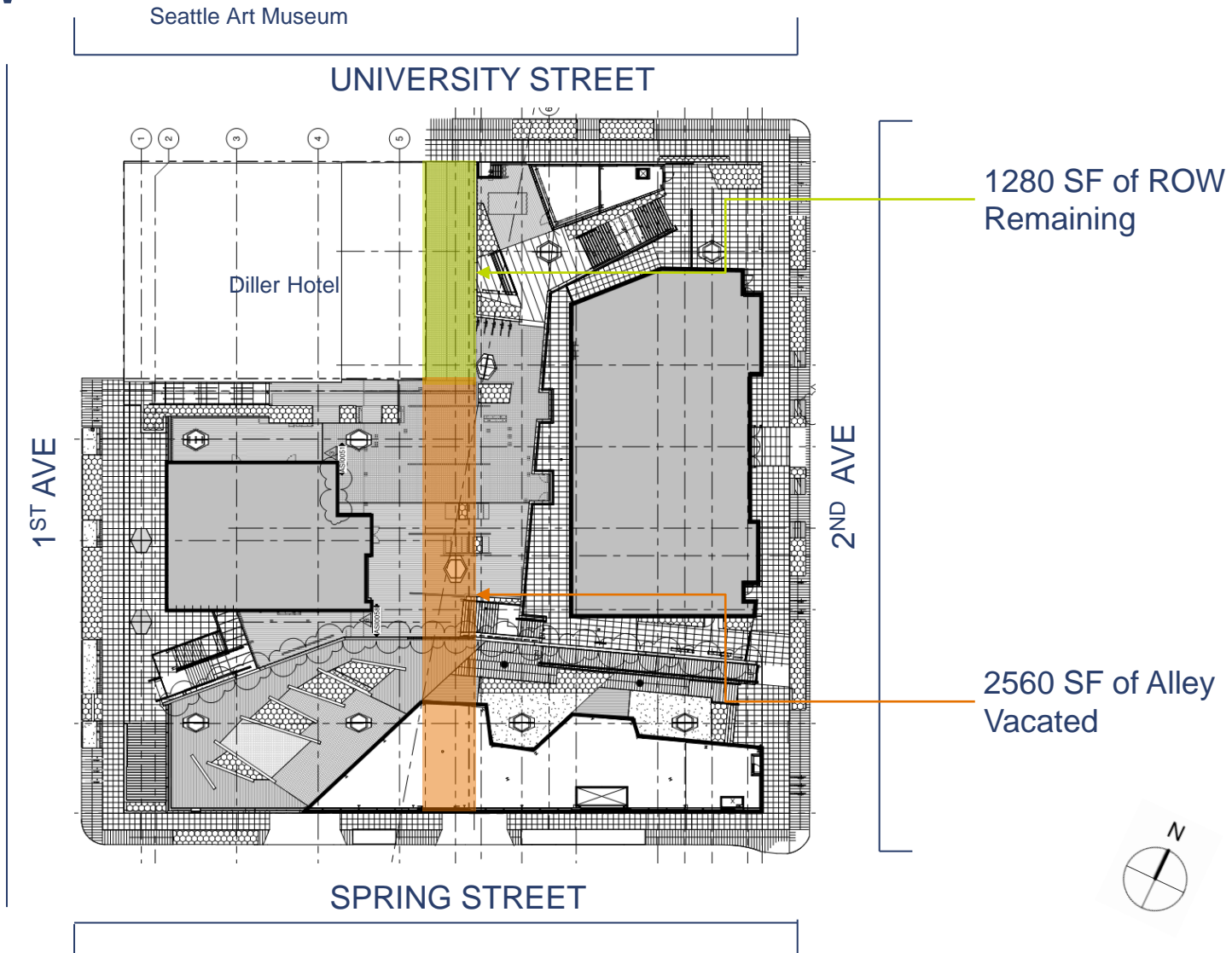
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AND
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Transportation and Seattle Public Utilities Committee March 15, 2022

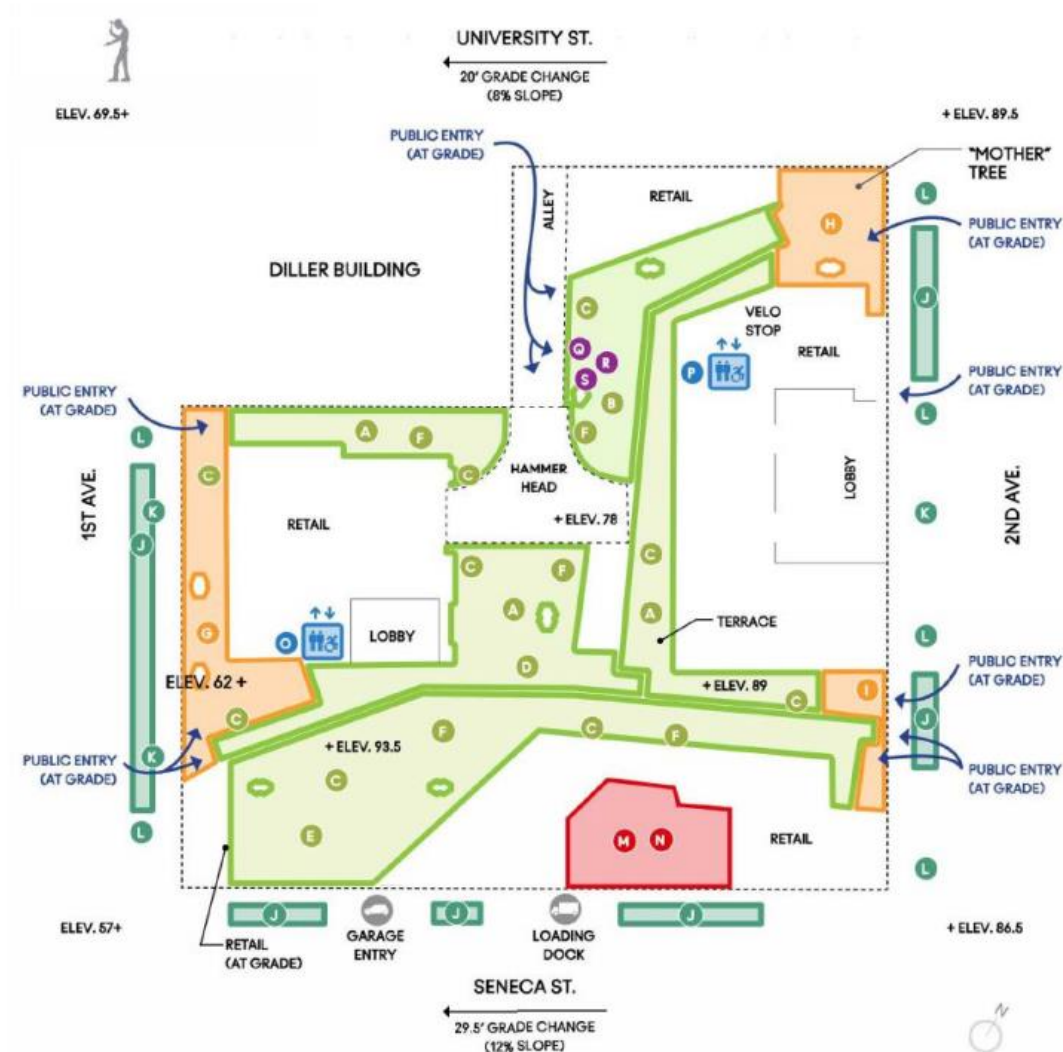
- Location: 1201 2nd Avenue
- Alley Vacation Clerk File: 314320 Alley Vacation
- Report Author: Charlie Foushee, Skanska Commercial Development



Overview



Summary of Public Benefit Elements



- Open Space
- Setbacks
- Right of Way Improvements
- Arts & Cultural Space
- Hill Climb Assist
- Bicycle Infrastructure

Summary of Public Benefit Elements

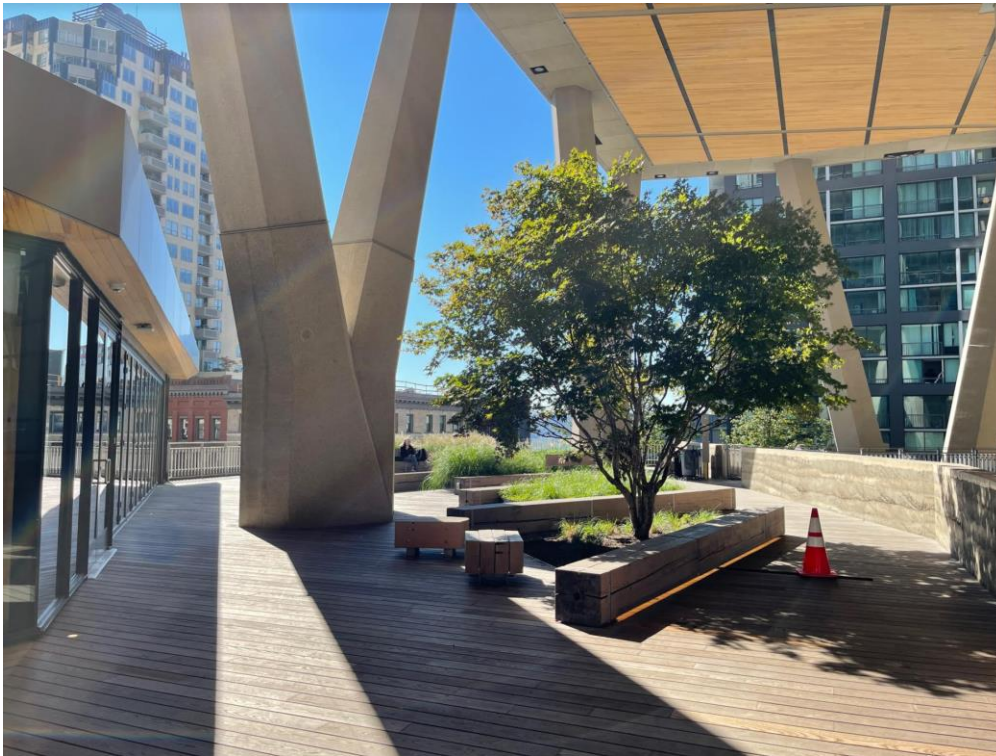
Item		Original Qty.	Current Qty.	Delta	Change due to
Open Space					
A	Central plaza	6560 SF	7185 SF	+625 SF	Changes in setbacks.
B	Bike Dock	2520 SF	2520 SF	-	-
C	Seating and Drink Fntn.	82 seats	134 seats	+52 seats	Decision to provide more opportunities for diverse seating and gathering within the open spaces.
D	Event Infrastructure	Plaza	Plaza	-	-
E	Overlook	5930 SF	5930 SF	-	-
F	On-Site Trees	15 trees	14 trees	-1 trees	Replaced 2 small pine trees with 1 large specimen Japanese Maple for significant immediate impact and destination marker.
Setbacks					
G	1st Avenue Promenade	2480 SF	1587 SF	-893 SF	1. The public stair extended further to the west, making it more inviting. 2. The retail seating area wall slid further north to help resolve ADA grading constraints to get access into the SW corner retail. 3. The west façade moved slightly west to bring the retail façade closer to the street, creating a more interesting streetscape. 4. The west core façade shifted closer to the street to gain some lobby space, making it more active/closer to the ROW.
H	Front Deck	595 SF	730 SF	+135 SF	
I	Entry Porch	690 SF	1045 SF	+355 SF	
Right of Way Improvements					
J	ROW Planting	1248 SF	894 SF	-354 SF	SDOT direction during the SIP process to change tree species and layout, impacting the resulting planting bed dimensions.
K	ROW Seating	12 seats	28 seats	+16 seats	Decision to provide more opportunities for seating and gathering within the ROW.
L	ROW Bike Parking	15 racks	15 racks	-	-
Arts and Culture Spaces					
M	Perform. Triangle (interior)	835 SF	1183	+58 SF	The combination of the two original spaces was the result of a programming consultant recommendation that the space would function more effectively for diverse uses in a single, larger location.
N	The Studio (interior)	290 SF	(combined)	(combined)	
Hill Climb Assist					
O	1st Avenue Elevator	1	1	-	-
P	2nd Avenue Elevator	1	1	-	-
Bicycle Infrastructure					
Q	Bike Racks	5	5	-	-
R	E-Bike Charging Station	1	1	-	-
S	Fix It Repair Stand	1	1	-	-

Open Space - Level 2 Central Plaza



Includes: Central Plaza, Bike Dock, Seating, Drinking Fountain, Event Infrastructure, On-Site Trees

Open Space – Level 3 Lookout



Includes: Overlook area, On-Site Trees, Seating



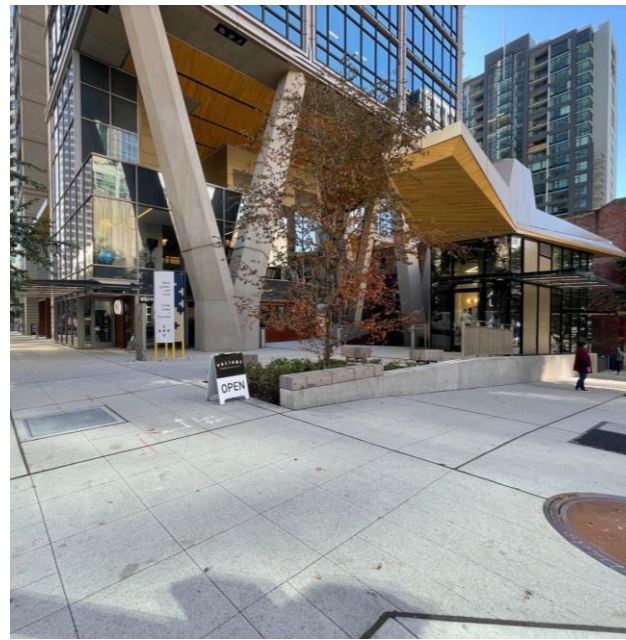
Setbacks



1st Ave. Promenade -
Grand Staircase mid-block looking east showing building setbacks, public stair and seating.



1st Ave. Promenade –
Mid-block looking NE towards Diller Building showing setbacks, public stair and seating.



2nd Ave/University Front Deck
including seating, on-site trees and planting



2nd Ave SE corner Entry Porch and typical wayfinding signage that can be found at each main entry point into the main plaza.

ROW Improvements



1st Ave with Bike Parking, Benches and Plantings



2nd Ave with Bike Parking, Benches and Plantings

Arts and Cultural Space – The Studio



1,183 SF of performance space free for emerging artists, currently operated by Shunpike. It's visually connected to both Seneca St and The Square. Since opening in August 2020, The Studio has hosted over 50+ individuals and groups.

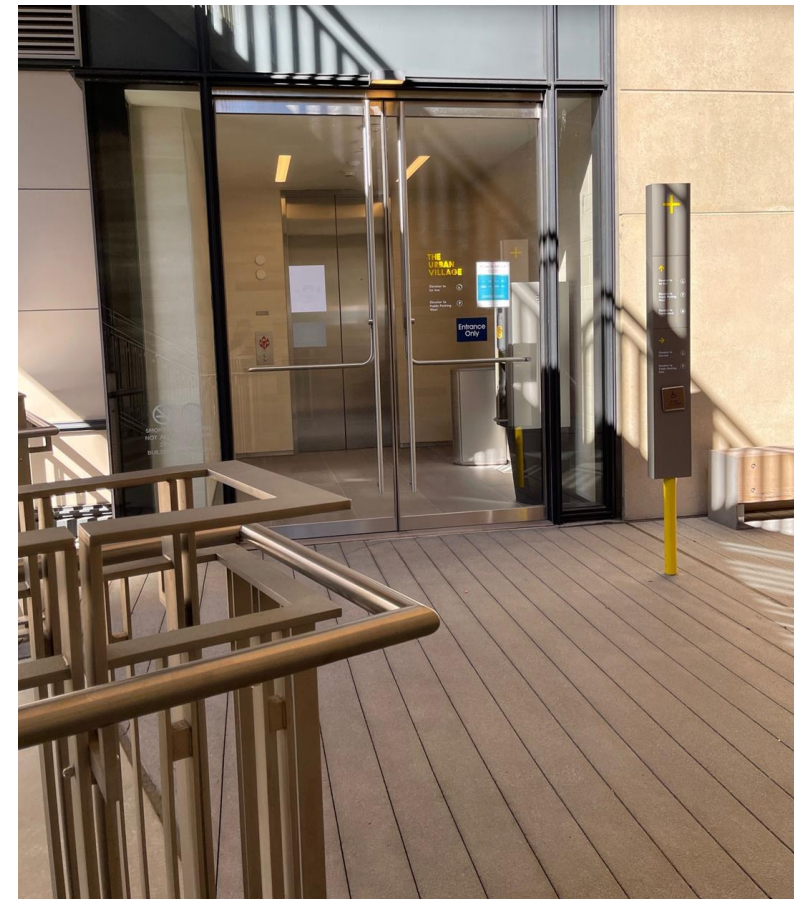
Hill Climb Assist



Wayfinding Signage



Elevator to Second Ave



Elevator to First Ave

Bicycle Infrastructure



Bike Racks/Bike Charging



Fix it Repair Stand

Thank You. Questions?



Legislation Text

File #: CB 120281, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE granting BSOP 1, LLC, permission to construct, maintain, and operate a private parking area on East Howe Street, east of Fairview Avenue East, 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, BSOP 1, LLC, applied for permission to construct, operate, and maintain a private parking area for 16 vehicles in unopened right-of-way on East Howe Street, east of Fairview Avenue East in the Eastlake neighborhood (“Private Parking Area”); and

WHEREAS, BSOP 1, LLC, and the East Howe Steps Plaza Steering Committee (“Steering Committee”) entered into a Memorandum of Understanding agreeing that BSOP 1, LLC will contribute up to \$500,000 for the construction of a public plaza in unopened East Howe Street right-of-way, as supported by the Department of Neighborhoods (“Public Plaza”), and BSOP 1, LLC will provide on-going maintenance of the Public Plaza for the term of this ordinance; and

WHEREAS, the obligations of the ordinance remain in effect after the ordinance term expires until the encroachment is removed, or BSOP 1, 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 31988 and conceptually approved the Private Parking Area, and BSOP 1, LLC has met the obligations described in this resolution; and

WHEREAS, the adoption of this ordinance is the culmination of the approval process for the Private Parking

Area 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 BSOP 1, 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 a private parking area for 16 vehicles on unopened right-of-way on East Howe Street, east of Fairview Avenue East (collectively referred to as “Private Parking Area”), adjacent in whole or in part to the property legally described as:

THAT PORTION OF GOVERNMENT LOT 5 IN SECTION 20, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., AND OF BLOCKS 60 AND 61 OF LAKE UNION SHORELANDS, AS SHOWN ON THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, AT OLYMPIA, WASHINGTON AND OF VACATED YALE AVENUE NORTH, AS VACATED BY ORDINANCE NO. 52765 OF THE CITY OF SEATTLE, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 60;

THENCE SOUTH 89°59'43" WEST 32.40 FEET;

THENCE NORTH 49°59'21" WEST 96.511 FEET;

THENCE NORTH 40°00'39" EAST 79.429 FEET, MORE OR LESS, TO A POINT 173 FEET SOUTH 00°26'03" WEST FROM THE SOUTHERLY LINE OF EAST NEWTON STREET;

THENCE SOUTH 89°59'33" EAST, ALONG A LINE PARALLEL WITH AND 173 FEET SOUTH OF SAID SOUTHERLY LINE TO THE SOUTHWESTERLY LINE OF YALE PLACE EAST;

THENCE SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY LINE, 149.82 FEET;

THENCE SOUTHWESTERLY, AT RIGHT ANGLES TO SAID YALE PLACE EAST, 61.25 FEET;

THENCE SOUTH 40°58'05.5" WEST 32 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF EAST HOWE STREET;

THENCE SOUTH 89°59'43" WEST, ALONG SAID NORTHERLY LINE, 78.29 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 61;

THENCE NORTHWESTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF YALE PLACE EAST, AS VACATED BY ORDINANCE NO. 52992 OF THE CITY OF SEATTLE, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

Construction and operation of the Private Parking Area will provide 16 private parking stalls in East Howe Street, east of Fairview Avenue North. The Private Parking Area shall be restricted to the public during the hours of 6:00 a.m. to 8:00 p.m. on all non-City of Seattle holiday weekdays (“Restricted Hours”) as approved in the Street Improvement Permit Record SUSIPX333667. BSOP 1, LLC will provide \$500,000 for the construction of a Public Plaza in unopened right-of-way in East Howe Street. BSOP 1, LLC will be responsible for maintaining the Public Plaza for the term of this ordinance.

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 Private Parking Area, 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. Any new application would be subject to the fees and criteria in place at the time of the new application.

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 Private Parking Area 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 Private Parking Area 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 Private Parking Area is necessary for any public use or benefit or that the Private Parking Area interferes with any public use or benefit; or

B. The Director determines that use of the Private Parking Area 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 Private Parking Area ~~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 Private Parking Area, the Permittee shall, at its own expense, remove the signage designating the Private Parking Area 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 Private Parking Area in as good condition for

public use as existed prior to constructing the Private Parking Area, which the Parties acknowledge is currently improved with parking, 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 Private Parking Area 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 Private Parking Area 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 Private Parking Area shall remain the exclusive responsibility of the Permittee and the Permittee shall maintain the Private Parking Area in good and safe condition for the protection of the public. The Permittee shall not reconstruct or repair the Private Parking Area except in strict accordance with plans and specifications approved by the Director. The Director may, in the Director's judgment, order the Private Parking Area reconstructed or repaired at the Permittee's cost and expense because of the deterioration or unsafe condition of the Private Parking Area; 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 Private Parking Area be closed or removed at the Permittee's expense if the Director deems that the Private Parking Area 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 Private Parking Area, 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 any removal and restoration obligations established by the City, 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 and Section 21 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 Private Parking Area, 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 Private Parking Area 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 Private Parking Area, 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 Private Parking Area or any portion thereof, as well as restoration of any disturbed areas of the public place in connection with removal of the Private Parking Area;

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 or condition. 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 Private Parking Area.

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 Private Parking Area during construction, reconstruction, repair, annual safety inspections, and at other times deemed necessary by the City. An inspection or approval of the Private Parking Area 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

Private Parking Area. 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 in the Private Parking Area;
- B. Describes any damages or possible repairs to any element of the Private Parking Area;
- 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 Private Parking Area, 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 Private Parking Area. 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 \$25,488, or as adjusted annually thereafter, for the privileges granted by this ordinance for the Private Parking Area.

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 Private Parking Area in compliance with all applicable federal, state, County and City laws and regulations. Without limitation, in all matters pertaining to the Private Parking Area, 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 Private Parking Area 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 Private Parking Area 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. **Maintenance of public plaza.** The Permittee shall maintain the Public Plaza for the term of the ordinance. The Public Plaza must remain open to the public 24 hours per day, 7 days a week.

The Permittee shall install signs for the Private Parking Area and the four public parking stalls adjacent to the Private Parking Area. The four public parking stalls will be signed as available to the public at all times. The Private Parking Area sign plan was approved by SDOT in the Street Improvement Permit Record SUSIPX333667. If any Private Parking Area sign needs to be replaced or restored at any time during the term of this ordinance, the Permittee shall obtain approval from SDOT based on the current SDOT sign standards.

Section 22. **Private Parking Area Permit Process.** The City shall be responsible for the review and approval of all permits within the Private Parking Area, including but not limited to any temporary public space management permits; provided however, the City shall issue all permit(s) for the use or occupancy of the Private Parking Area during the Restricted Hours in accordance with the terms of this ordinance. Applicants for any temporary use permits are required to provide to SDOT a copy of the written approval from the Permittee. The Permittee shall be listed as an additional insured party on any permit issued by the City by a third party for use or occupancy of the Private Parking Area.

Section 23. **Section titles.** Section titles are for convenient reference only and do not modify or limit the text of a section.

Section 24. 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 _____, 2022, and signed by
me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

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 BSOP 1, LLC, permission to construct, maintain, and operate a private parking area on East Howe Street, east of Fairview Avenue East, 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 BSOP 1, LLC to construct, maintain and operate a private parking area on East Howe Street, east of Fairview Avenue East. The BSOP 1, LLC 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 \$	
	2022	2023	2022	2023
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2022	2023	2022	2023
			\$25,488	TBD
Positions affected:	No. of Positions		Total FTE Change	
	2022	2023	2022	2023

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.

Are there financial costs or other impacts of *not* implementing the legislation?

No.

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	2022 Revenue	2023 Estimated Revenue
Transportation Fund (13000)	SDOT	Annual Fee	\$25,488	TBD
TOTAL			\$25,488	TBD

Is this change one-time or ongoing?

Ongoing.

Revenue/Reimbursement Notes:

The 2022 fee is based on the 2022 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 BSOP 1, LLC 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?**

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.**

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

Summary Attachments:

Summary Attachment A – Private Parking Area Map

Summary Attachment B – Street Use Annual Fee Assessment

1910 FAIRVIEW AVE E
SEATTLE, WA 98102




RIGHT OF WAY, TYP

RIGHT OF WAY
CENTER LINE, TYP

FAIRVIEW AVE E.

1818 FAIRVIEW AVE E
SEATTLE, WA 98102 (NAP)

LEGEND:

-  16 PERMIT PARKING STALLS
("PRIVATE PARKING AREA")
-  4 PUBLIC PARKING STALLS
-  EXISTING PRIVATE PARKING
STALLS TO REMAIN



SCALE IN FEET

Attachment B - Annual Fee Assessment Summary

STREET USE ANNUAL FEE ASSESSMENT

Date: 12/3/2021

<p><u>Summary:</u> Land Value: \$225/SF 2022 Permit Fee: \$25,488</p>
--

I. Property Description:

New private parking are in unopened East Howe Street, east of Fairview Avenue East. The private parking area is **1,770 square feet**.

Applicant:
BSOP 1, LLC

Abutting Parcels, Property Size, Assessed Value:

2022

Parcel 2025049040; Lot size: 34,100 square feet
Tax year 2022 Appraised Land Value \$7,672,500 (\$225/square foot)

Parcel 4088802655; Lot size: 51,400 square feet
Tax year 2022 Appraised Land Value \$11,565,000 (\$225/square foot)

Average 2022 Tax Assessed Land Value: \$225/SF

II. Annual Fee Assessment:

The 2022 permit fee is calculated as follows:

Private parking area:
 $(\$225/\text{SF}) \times (1,770 \text{ SF}) \times (80\%) \times (8\%) = \$25,488$ where 80% is the degree of alienation for at-grade restricted access and 8% is the annual rate of return.

Fee methodology authorized under Ordinance 123485, as amended by Ordinances 123585, 123907, and 124532.

March 9, 2022

MEMORANDUM

To: Transportation & Seattle Public Utilities Committee
From: Lish Whitson, Analyst
Subject: East Howe Street Parking Term Permit

On March 15, 2022, the Transportation & Seattle Public Utilities Committee (Committee) will receive a briefing on a bill that would grant final approval to BSOP 1, LLC (BSOP) to occupy part of the right-of-way at E Howe Street and Fairview Avenue E in Eastlake (Council District 4) for private parking. The bill is attached to this memorandum as Attachment 1.

Conditional conceptual approval for the term permit was granted under [Resolution 31988](#) on March 10, 2021. The Seattle Department of Transportation (SDOT) has negotiated the provisions of the term permit consistent with the conditions of Resolution 31988. The proposed bill would approve the permit for an initial 15-year term, which could be renewed once for a total term of up to 30 years.

This memorandum summarizes the term permit approval process and describes the conditions of approval under the proposed bill.

Significant Structure Term Permits

[Seattle Municipal Code Chapter 15.65](#) establishes the procedures and criteria for approval of term permits for significant structures. A significant structure is a structure that has “a long anticipated duration of encroachment, impede the City’s or public’s flexibility in the use of the public place, or are necessary for the functioning of other property of the permittee.” Examples include tunnels below streets that provide utility, pedestrian, or vehicular access; privately-maintained public plazas located in the right-of-way; and overhead structures attached to buildings.

The City’s current practice is to grant approval for a 15-year term, renewable one time for a total term of 30 years.

SMC 15.65.040.C identifies ten issues that are considered when reviewing whether to approve a significant structure:

1. Adequacy of horizontal, vertical, and other clearances;
2. View blockage and impacts due to reduction of natural light;
3. Construction review is at 60 percent conceptual approval;
4. Interruption or interference with existing streetscape or other street amenities;
5. Effect on pedestrian activity;

6. Effect on commerce and enjoyment of neighboring land uses;
7. Availability of reasonable alternatives;
8. Effect on traffic and pedestrian safety;
9. Accessibility for the elderly and handicapped; and
10. The public benefit mitigation elements provided by the proposal, to the extent required based on the nature of the structure.

Once the Director of SDOT reviews the term permit petition and determines that approval is appropriate, SDOT transmits a recommendation to the City Council for conceptual approval. Council's review of the proposal considers the ten items noted above to determine whether the structure is in the public interest and no reasonable alternative to the structure exists. The Council may provide conceptual approval, conditional conceptual approval, or deny the term permit through a resolution.

Conceptual approval allows the petitioner to proceed with developing final construction plans. If SDOT determines that the construction plans are consistent with the Council's approval or conditional approval, SDOT forwards a bill to the Council for its final decision to grant or deny the application for a proposed new structure permit. Council's decision to grant or deny the application must be grounded in whether the final plans are consistent with the conditional approval.

East Howe Street Parking Area

BSOP, the owner of an office building at 1910 Fairview Avenue E, proposes to construct 16 private parking spaces and four public parking spaces in the E Howe Street right-of-way east of Fairview Avenue E. The private parking spaces would be used by the tenants of 1910 Fairview E between 6 AM and 8 PM on weekdays. All 20 spaces would be available to the public after 8 PM, on weekends, and on holidays. In exchange for the use of the right-of-way, BSOP has contributed \$500,000 toward the construction of a public plaza adjacent to the parking, and commits to maintaining the plaza area. The plaza has been designed and will be constructed in coordination with the East Howe Street Plaza Steering Committee, a neighborhood organization.

E Howe Street between Fairview Avenue E and Eastlake Avenue E is not developed for street purposes. Adjacent to Eastlake, the right-of-way has been developed with a pedestrian plaza in exchange for a subterranean street vacation. In the middle of the block, a set of stairs connects the Eastlake street grade with the Fairview street grade, 20 feet below Eastlake. The public plaza would include a sloped walkway, small overlook, retaining wall, seat wall, railings and planted areas adjacent to Fairview. A diagram (Attachment 2) shows the proposed locations of the parking spaces and plaza.

East of Eastlake, E Howe Street passes through the I-5 Colonnade Park and connects Eastlake to Capitol Hill. The planned plaza would complete pedestrian connections from Fairview Avenue E to 15th Avenue E, at the north end of Lake View Cemetery.

SDOT has determined that BSOP has met the following conditions from Resolution 31988, and recommends that the Council adopt the bill, granting final approval for a term permit to BSOP for private parking in the E Howe Street right-of-way:

1. Provide engineering and utility plans for additional review and permitting by SDOT, which the Director will circulate to other City departments and any public and private utilities affected by the installation of the Private Parking Area;
2. Continue to work with the [East Howe Street Plaza] Steering Committee to address the comments from the Seattle Design Commission and other City departments on the design and implementation of the public plaza, including signage for the Private Parking Area that is consistent with City policies on restricted parking areas;
3. Provide a surety bond, covenant agreement, and public liability insurance naming the City as an additional insured or self-insurance, as approved by the City's Risk Manager;
4. Pay all City permit fees;
5. Obtain all necessary permits;
6. Contribute \$500,000 for the construction of the public plaza and provide ongoing maintenance of the public plaza for the duration of the Private Parking Area term permit and any subsequent Private Parking Area term permits;
7. Maintain and inspect the Private Parking Area; and
8. Remove the Private Parking Area and restore the right-of-way to in as good condition for public use as existed before constructing the Private Parking Area and in at least as good condition in all respects as the abutting portions of the public place as required by SDOT right-of-way restoration standards upon expiration of the term permit, or at the direction of the Director or City Council in accordance with the provisions of the term permit ordinance.

BSOP has met conditions 1 through 5. Provisions in the bill would ensure that BSOP would meet conditions 6 through 8 if the bill is adopted.

Next Steps

The Committee is anticipated to consider and may vote on the proposed bill at its April 5 meeting. The bill could be considered by the City Council as early as April 12.

Attachments

1. Proposed bill to approve the East Howe Street Term Permit
2. Proposed East Howe Street parking area

cc: Aly Pennucci, Deputy Director
Yolanda Ho, Lead Analyst

Amy Gray
SDOT E Howe Private Parking Area ORD
D5

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

..title

AN ORDINANCE granting BSOP 1, LLC, permission to construct, maintain, and operate a private parking area on East Howe Street, east of Fairview Avenue East, 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.

..body

WHEREAS, BSOP 1, LLC, applied for permission to construct, operate, and maintain a private

parking area for 16 vehicles in unopened right-of-way on East Howe Street, east of

Fairview Avenue East in the Eastlake neighborhood (“Private Parking Area”); and

WHEREAS, BSOP 1, LLC, and the East Howe Steps Plaza Steering Committee (“Steering

Committee”) entered into a Memorandum of Understanding agreeing that BSOP 1, LLC

will contribute up to \$500,000 for the construction of a public plaza in unopened East

Howe Street right-of-way, as supported by the Department of Neighborhoods (“Public

Plaza”), and BSOP 1, LLC will provide on-going maintenance of the Public Plaza for the

term of this ordinance; and

WHEREAS, the obligations of the ordinance remain in effect after the ordinance term expires

until the encroachment is removed, or BSOP 1, 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 31988 and conceptually approved the

Private Parking Area, and BSOP 1, LLC has met the obligations described in this

resolution; and

WHEREAS, the adoption of this ordinance is the culmination of the approval process for the Private Parking Area 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 BSOP 1, 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 a private parking area for 16 vehicles on unopened right-of-way on East Howe Street, east of Fairview Avenue East (collectively referred to as “Private Parking Area”), adjacent in whole or in part to the property legally described as:

THAT PORTION OF GOVERNMENT LOT 5 IN SECTION 20, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., AND OF BLOCKS 60 AND 61 OF LAKE UNION SHORELANDS, AS SHOWN ON THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, AT OLYMPIA, WASHINGTON AND OF VACATED YALE AVENUE NORTH, AS VACATED BY ORDINANCE NO. 52765 OF THE CITY OF SEATTLE, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 60;

THENCE SOUTH 89°59'43" WEST 32.40 FEET;

THENCE NORTH 49°59'21" WEST 96.511 FEET;

THENCE NORTH 40°00'39" EAST 79.429 FEET, MORE OR LESS, TO A POINT 173 FEET SOUTH 00°26'03" WEST FROM THE SOUTHERLY LINE OF EAST NEWTON STREET;

THENCE SOUTH 89°59'33" EAST, ALONG A LINE PARALLEL WITH AND 173 FEET SOUTH OF SAID SOUTHERLY LINE TO THE SOUTHWESTERLY LINE OF YALE PLACE EAST;

1 THENCE SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY LINE, 149.82
2 FEET;

3
4 THENCE SOUTHWESTERLY, AT RIGHT ANGLES TO SAID YALE PLACE EAST,
5 61.25 FEET;

6
7 THENCE SOUTH 40°58'05.5" WEST 32 FEET, MORE OR LESS, TO THE
8 NORTHERLY LINE OF EAST HOWE STREET;

9
10 THENCE SOUTH 89°59'43" WEST, ALONG SAID NORTHERLY LINE, 78.29 FEET
11 TO THE SOUTHWEST CORNER OF SAID BLOCK 61;

12
13 THENCE NORTHWESTERLY IN A STRAIGHT LINE TO THE POINT OF
14 BEGINNING;

15
16 TOGETHER WITH THAT PORTION OF YALE PLACE EAST, AS VACATED BY
17 ORDINANCE NO. 52992 OF THE CITY OF SEATTLE, WHICH UPON VACATION,
18 ATTACHED TO SAID PREMISES BY OPERATION OF LAW.
19

20 Construction and operation of the Private Parking Area will provide 16 private parking
21 stalls in East Howe Street, east of Fairview Avenue North. The Private Parking Area shall be
22 restricted to the public during the hours of 6:00 a.m. to 8:00 p.m. on all non-City of Seattle
23 holiday weekdays ("Restricted Hours") as approved in the Street Improvement Permit Record
24 SUSIPX333667. BSOP 1, LLC will provide \$500,000 for the construction of a Public Plaza in
25 unopened right-of-way in East Howe Street. BSOP 1, LLC will be responsible for maintaining
26 the Public Plaza for the term of this ordinance.

27 Section 2. **Term.** The permission granted to the Permittee is for a term of 15 years
28 starting on the effective date of this ordinance and ending at 11:59 p.m. on the last day of the
29 fifteenth year. Upon written application made by the Permittee at least one year before
30 expiration of the term, the Director or the City Council may renew the permit once, for a
31 successive 15-year term, subject to the right of the City to require the removal of the Private
32 Parking Area, or to revise by ordinance any of the terms and conditions of the permission

1 granted by this ordinance. The total term of the permission, including renewals, shall not exceed
2 30 years. The Permittee shall submit any application for a new permission no later than one year
3 before the then-existing term expires. Any new application would be subject to the fees and
4 criteria in place at the time of the new application.

5 Section 3. **Protection of utilities.** The permission granted is subject to the Permittee
6 bearing the expense of any protection, support, or relocation of existing utilities deemed
7 necessary by the owners of the utilities, and the Permittee being responsible for any damage to
8 the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of
9 the Private Parking Area and for any consequential damages that may result from any damage to
10 utilities or interruption in service caused by any of the foregoing.

11 Section 4. **Removal for public use or for cause.** The permission granted is subject to use
12 of the street right-of-way or other public place (collectively, public place) by the City and the
13 public for travel, utility purposes, and other public uses or benefits. The City expressly reserves
14 the right to deny renewal, or terminate the permission at any time before expiration of the initial
15 term or any renewal term, and require the Permittee to remove the Private Parking Area or any
16 part thereof or installation on the public place, at the Permittee's sole cost and expense if:

17 A. The City Council determines by ordinance that the space occupied by the Private
18 Parking Area is necessary for any public use or benefit or that the Private Parking Area interferes
19 with any public use or benefit; or

20 B. The Director determines that use of the Private Parking Area has been abandoned; or

21 C. The Director determines that any term or condition of this ordinance has been violated,
22 and the violation has not been corrected by the Permittee by the compliance date after a written

1 request by the City to correct the violation (unless a notice to correct is not required due to an
2 immediate threat to the health or safety of the public).

3 A City Council determination that the space is needed for, or the Private Parking Area
4 ~~interferes~~ with, a public use or benefit is conclusive and final without any right of the Permittee
5 to resort to the courts to adjudicate the matter.

6 Section 5. **Permittee's obligation to remove and restore.** If the permission granted is
7 not renewed at the expiration of a term, or if the permission expires without an application for a
8 new permission being granted, or if the City terminates the permission, then within 90 days after
9 the expiration or termination of the permission, or prior to any earlier date stated in an ordinance
10 or order requiring removal of the Private Parking Area, the Permittee shall, at its own expense,
11 remove the signage designating the Private Parking Area and all of the Permittee's equipment
12 and property from the public place and replace and restore all portions of the public place that
13 may have been disturbed for any part of the Private Parking Area in as good condition for public
14 use as existed prior to constructing the Private Parking Area, which the Parties acknowledge is
15 currently improved with parking, and in at least as good condition in all respects as the abutting
16 portions of the public place as required by Seattle Department of Transportation (SDOT) right-
17 of-way restoration standards.

18 Failure to remove the Private Parking Area as required by this section is a violation of
19 Chapter 15.90 of the Seattle Municipal Code (SMC) or successor provision; however,
20 applicability of Chapter 15.90 does not eliminate any remedies available to the City under this
21 ordinance or any other authority. If the Permittee does not timely fulfill its obligations under this
22 section, the City may in its sole discretion remove the Private Parking Area and restore the
23 public place at the Permittee's expense and collect such expense in any manner provided by law.

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

8 Section 6. **Repair or reconstruction.** The Private Parking Area-shall remain the
9 exclusive responsibility of the Permittee and the Permittee shall maintain the Private Parking
10 Area in good and safe condition for the protection of the public. The Permittee shall not
11 reconstruct or repair the Private Parking Area except in strict accordance with plans and
12 specifications approved by the Director. The Director may, in the Director's judgment, order the
13 Private Parking Area reconstructed or repaired at the Permittee's cost and expense because of the
14 deterioration or unsafe condition of the Private Parking Area; because of the installation,
15 construction, reconstruction, maintenance, operation, or repair of any municipally-owned public
16 utilities; or for any other cause.

17 Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and
18 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the
19 Director may order the Private Parking Area be closed or removed at the Permittee's expense if
20 the Director deems that the Private Parking Area has become unsafe or creates a risk of injury to
21 the public. If there is an immediate threat to the health or safety of the public, a notice to correct
22 is not required.

1 Section 8. **Continuing obligations.** Notwithstanding the termination or expiration of the
2 permission granted, or removal of the Private Parking Area, the Permittee shall remain bound by
3 all of its obligations under this ordinance until the Director has issued a certification that the
4 Permittee has fulfilled any removal and restoration obligations established by the City, or the
5 Seattle City Council passes a new ordinance to renew the permission granted and/or establishes a
6 new term. Notwithstanding the issuance of that certification, the Permittee shall continue to be
7 bound by the obligations in Section 9 and Section 21 of this ordinance and shall remain liable for
8 any unpaid fees assessed under Sections 15 and 17 of this ordinance.

9 Section 9. **Release, hold harmless, indemnification, and duty to defend.** The
10 Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers,
11 employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense,
12 attorneys' fees, or damages of every kind and description arising out of or by reason of the
13 Private Parking Area, or this ordinance, including but not limited to claims resulting from injury,
14 damage, or loss to the Permittee or the Permittee's property.

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

22 A. The existence, condition, construction, reconstruction, modification, maintenance,
23 operation, use, or removal of the Private Parking Area or any portion thereof, or the use,

1 occupation, or restoration of the public place or any portion thereof by the Permittee or any other
2 person or entity;

3 B. Anything that has been done or may at any time be done by the Permittee by reason of
4 this ordinance; or

5 C. The Permittee failing or refusing to strictly comply with every provision of this
6 ordinance; or arising out of or by reason of the Private Parking Area, or this ordinance in any
7 other way.

8 If any suit, action, or claim of the nature described above is filed, instituted, or begun
9 against the City, the Permittee shall upon notice from the City defend the City, with counsel
10 acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is
11 rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment
12 within 90 days after the action or suit has been finally determined, if determined adversely to the
13 City. If it is determined by a court of competent jurisdiction that Revised Code of Washington
14 (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or
15 result from the concurrent negligence of the City, its agents, contractors, or employees, and the
16 Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and
17 enforceable only to the extent of the negligence of the Permittee or the Permittee's agents,
18 contractors, or employees.

19 Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by
20 this ordinance and until the Director has issued a certification that the Permittee has fulfilled its
21 removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain
22 and maintain in full force and effect, at its own expense, insurance and/or self-insurance that

1 protects the Permittee and the City from claims and risks of loss from perils that can be insured
2 against under commercial general liability (CGL) insurance policies in conjunction with:

3 A. Construction, reconstruction, modification, operation, maintenance, use, existence, or
4 removal of the Private Parking Area or any portion thereof, as well as restoration of any
5 disturbed areas of the public place in connection with removal of the Private Parking Area;

6 B. The Permittee's activity upon or the use or occupation of the public place described in
7 Section 1 of this ordinance; and

8 C. Claims and risks in connection with activities performed by the Permittee by virtue of
9 the permission granted by this ordinance.

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

16 Minimum limits of liability shall be \$5,000,000 per Occurrence; \$10,000,000 General
17 Aggregate; \$5,000,000 Products/Completed Operations Aggregate, including Premises
18 Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include the "City
19 of Seattle, its officers, officials, employees and agents" as additional insureds for primary and
20 non-contributory limits of liability subject to a Separation of Insureds clause.

21 Within 60 days after the effective date of this ordinance, the Permittee shall provide to
22 the City, or cause to be provided, certification of insurance coverage including an actual copy of
23 the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement

1 or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to
2 SDOT at an address as the Director may specify in writing from time to time. The Permittee shall
3 provide a certified complete copy of the insurance policy to the City promptly upon request.

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

14 In the event that the Permittee assigns or transfers the permission granted by this
15 ordinance, the Permittee shall maintain in effect the insurance required under this section until
16 the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

17 Section 11. **Contractor insurance.** The Permittee shall contractually require that any
18 and all of its contractors performing work on any premises contemplated by this permit name the
19 "City of Seattle, its officers, officials, employees and agents" as additional insureds for primary
20 and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance
21 and/or self-insurance. The Permittee shall also include in all contract documents with its
22 contractors a third-party beneficiary provision extending to the City construction indemnities and
23 warranties granted to the Permittee.

1 **Section 12. Performance bond.** Within 60 days after the effective date of this ordinance,
2 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond
3 executed by a surety company authorized and qualified to do business in the State of Washington
4 in the amount of \$15,000, and conditioned with a requirement that the Permittee shall comply
5 with every provision of this ordinance and with every order the Director issues under this
6 ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued
7 a certification that the Permittee has fulfilled its removal and restoration obligations under
8 Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in
9 consultation with the City Attorney's Office may be substituted for the bond. If the Permittee
10 assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in
11 effect the bond or letter of credit required under this section until the Director has approved the
12 assignment or transfer pursuant to Section 14 of this ordinance.

13 **Section 13. Adjustment of insurance and bond requirements.** The Director may adjust
14 minimum liability insurance levels and surety bond requirements during the term of this
15 permission. If the Director determines that an adjustment is necessary to fully protect the
16 interests of the City, the Director shall notify the Permittee of the new requirements in writing.
17 The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted
18 insurance and surety bond levels to the Director.

19 **Section 14. Consent for and conditions of assignment or transfer.** When the Property
20 is transferred, the permission granted by this ordinance shall be assignable and transferable by
21 operation of law pursuant to Section 20 of this ordinance. Continued occupation of the right-of-
22 way constitutes the Permittee's acceptance of the terms of this ordinance, and the new owner of
23 the Property shall be conferred with the rights and obligations of the Permittee by this ordinance.

1 Other than a transfer to a new owner of the Property, the Permittee shall not transfer, assign,
2 mortgage, pledge or encumber the same without the Director's consent, which the Director shall
3 not unreasonably refuse or condition. The Director may approve assignment or transfer of the
4 permission granted by this ordinance to a successor entity only if the successor or assignee has
5 provided, at the time of the assignment or transfer, the bond and certification of insurance
6 coverage required under this ordinance; and has paid any fees due under Sections 15 and 17 of
7 this ordinance. Upon the Director's approval of an assignment or transfer, the rights and
8 obligations conferred on the Permittee by this ordinance shall be conferred on the successors and
9 assigns. Any person or entity seeking approval for an assignment or transfer of the permission
10 granted by this ordinance shall provide the Director with a description of the current and
11 anticipated use of the Private Parking Area.

12 Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or
13 successor provision, pay the City the amounts charged by the City to inspect the Private Parking
14 Area-during construction, reconstruction, repair, annual safety inspections, and at other times
15 deemed necessary by the City. An inspection or approval of the Private Parking Area by the City
16 shall not be construed as a representation, warranty, or assurance to the Permittee or any other
17 person as to the safety, soundness, or condition of the Private Parking Area. Any failure by the
18 City to require correction of any defect or condition shall not in any way limit the responsibility
19 or liability of the Permittee.

20 Section 16. **Inspection reports.** The Permittee shall submit to the Director, or to SDOT
21 at an address specified by the Director, an inspection report that:

22 A. Describes the physical dimensions and condition of all load-bearing elements in the
23 Private Parking Area;

1 B. Describes any damages or possible repairs to any element of the Private Parking Area;

2 C. Prioritizes all repairs and establishes a timeframe for making repairs; and

3 D. Is stamped by a professional structural engineer licensed in the State of Washington.

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

14 Section 17. **Annual fee.** Beginning on the effective date of this ordinance the Permittee
15 shall pay an Issuance Fee, and annually thereafter, the Permittee shall promptly pay to the City,
16 upon statements or invoices issued by the Director, an Annual Renewal Fee, and an Annual Use
17 and Occupation fee of \$25,488, or as adjusted annually thereafter, for the privileges granted by
18 this ordinance for the Private Parking Area.

19 Adjustments to the Annual Use and Occupation Fee shall be made in accordance with a
20 term permit fee schedule adopted by the City Council and may be made every year. In the
21 absence of a schedule, the Director may only increase or decrease the previous year's fee to
22 reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment
23 will be calculated by adjusting the previous year's fee by the percentage change between the two

1 most recent year-end values available for the Consumer Price Index for the Seattle-Tacoma-
2 Bellevue Area, All Urban Consumers, All Products, Not Seasonally Adjusted. Permittee shall
3 pay any other applicable fees, including fees for reviewing applications to renew the permit after
4 expiration of the first term. All payments shall be made to the City Finance Director for credit to
5 the Transportation Fund.

6 Section 18. **Compliance with other laws.** The Permittee shall construct, maintain, and
7 operate the Private Parking Area in compliance with all applicable federal, state, County and
8 City laws and regulations. Without limitation, in all matters pertaining to the Private Parking
9 Area, the Permittee shall comply with the City’s laws prohibiting discrimination in employment
10 and contracting including Seattle’s Fair Employment Practices Ordinance, Chapter 14.04, and
11 Fair Contracting Practices code, Chapter 14.10 (or successor provisions).

12 Section 19. **Acceptance of terms and conditions.** The Permittee shall not commence
13 construction of the Private Parking Area before providing evidence of insurance coverage
14 required by Section 10 of this ordinance, the bond as required by Section 12 of this ordinance,
15 and the covenant agreement required by Section 20 of this ordinance. Obtaining building
16 permits from the Seattle Department of Construction and Inspections, or other applicable City-
17 issued permits, constitutes the Permittee’s acceptance of the terms of this ordinance.

18 Section 20. **Obligations run with the Property.** The obligations and conditions
19 imposed on the Permittee by this ordinance are covenants that run with the land and bind
20 subsequent owners of the property adjacent to the Private Parking Area and legally described in
21 Section 1 of this ordinance (the “Property”), regardless of whether the Director has approved
22 assignment or transfer of the permission granted herein to such subsequent owner(s). At the
23 request of the Director, the Permittee shall provide to the Director a current title report showing

1 the identity of all owner(s) of the Property and all encumbrances on the Property. The Permittee
2 shall, within 60 days of the effective date of this ordinance, and prior to conveying any interest in
3 the Property, deliver to the Director upon a form to be supplied by the Director, a covenant
4 agreement imposing the obligations and conditions set forth in this ordinance, signed and
5 acknowledged by the Permittee and any other owner(s) of the Property and recorded with the
6 King County Recorder's Office. The Director shall file the recorded covenant agreement with the
7 City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At
8 the request of the Director, the Permittee shall cause encumbrances on the Property to be
9 subordinated to the covenant agreement.

10 Section 21. **Maintenance of public plaza.** The Permittee shall maintain the Public
11 Plaza for the term of the ordinance. The Public Plaza must remain open to the public 24 hours
12 per day, 7 days a week.

13 The Permittee shall install signs for the Private Parking Area and the four public parking
14 stalls adjacent to the Private Parking Area. The four public parking stalls will be signed as
15 available to the public at all times. The Private Parking Area sign plan was approved by SDOT
16 in the Street Improvement Permit Record SUSIPX333667. If any Private Parking Area sign
17 needs to be replaced or restored at any time during the term of this ordinance, the Permittee shall
18 obtain approval from SDOT based on the current SDOT sign standards.

19 Section 22. **Private Parking Area Permit Process.** The City shall be responsible for
20 the review and approval of all permits within the Private Parking Area, including but not limited
21 to any temporary public space management permits; provided however, the City shall issue all
22 permit(s) for the use or occupancy of the Private Parking Area during the Restricted Hours in
23 accordance with the terms of this ordinance. Applicants for any temporary use permits are

1 required to provide to SDOT a copy of the written approval from the Permittee. The Permittee
2 shall be listed as an additional insured party on any permit issued by the City by a third party for
3 use or occupancy of the Private Parking Area.

4 Section 23. **Section titles.** Section titles are for convenient reference only and do not
5 modify or limit the text of a section.

Section 24. 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 _____, 2022,
and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

1910 FAIRVIEW AVE E
SEATTLE, WA 98102

RIGHT OF WAY, TYP

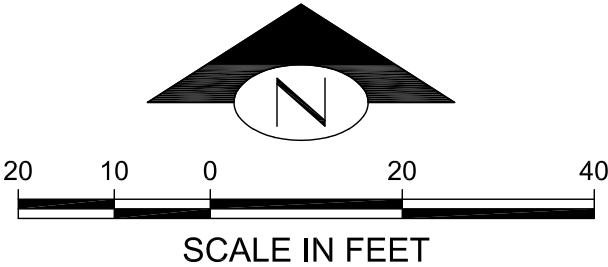
RIGHT OF WAY
CENTER LINE, TYP

FAIRVIEW AVE E.

1818 FAIRVIEW AVE E
SEATTLE, WA 98102 (NAP)

LEGEND:

- 16 PERMIT PARKING STALLS
("PRIVATE PARKING AREA")
- 4 PUBLIC PARKING STALLS
- EXISTING PRIVATE PARKING
STALLS TO REMAIN





BSOP 1, LLC Term Permit

Council Transportation & Seattle Public Utilities Committee



Presentation overview

East Howe Steps Plaza Steering Committee (Steering Committee) and BSOP 1, LLC entered into a Memorandum of Understanding for the development of the E Howe Steps Plaza

- BSOP 1, LLC is contributing \$500,000 towards the development and maintenance of the new public plaza
- BSOP 1, LLC is seeking a new permit for private weekday parking in East Howe Street, east of Fairview Avenue East to implement the MOU
- The Steering Committee supports the private weekday parking

SDOT recommends approval of the term permit

Term permit process

This term permit implements the agreement between the Steering Committee and BSOP 1, LLC for the development of the public plaza

2-Step approval process:

1. Resolution

City Council adopted Resolution 31988 on March 8, 2021, conceptually approving the private use in the right-of-way, subject to the terms and conditions to be established in the term permit ordinance.

2. Ordinance

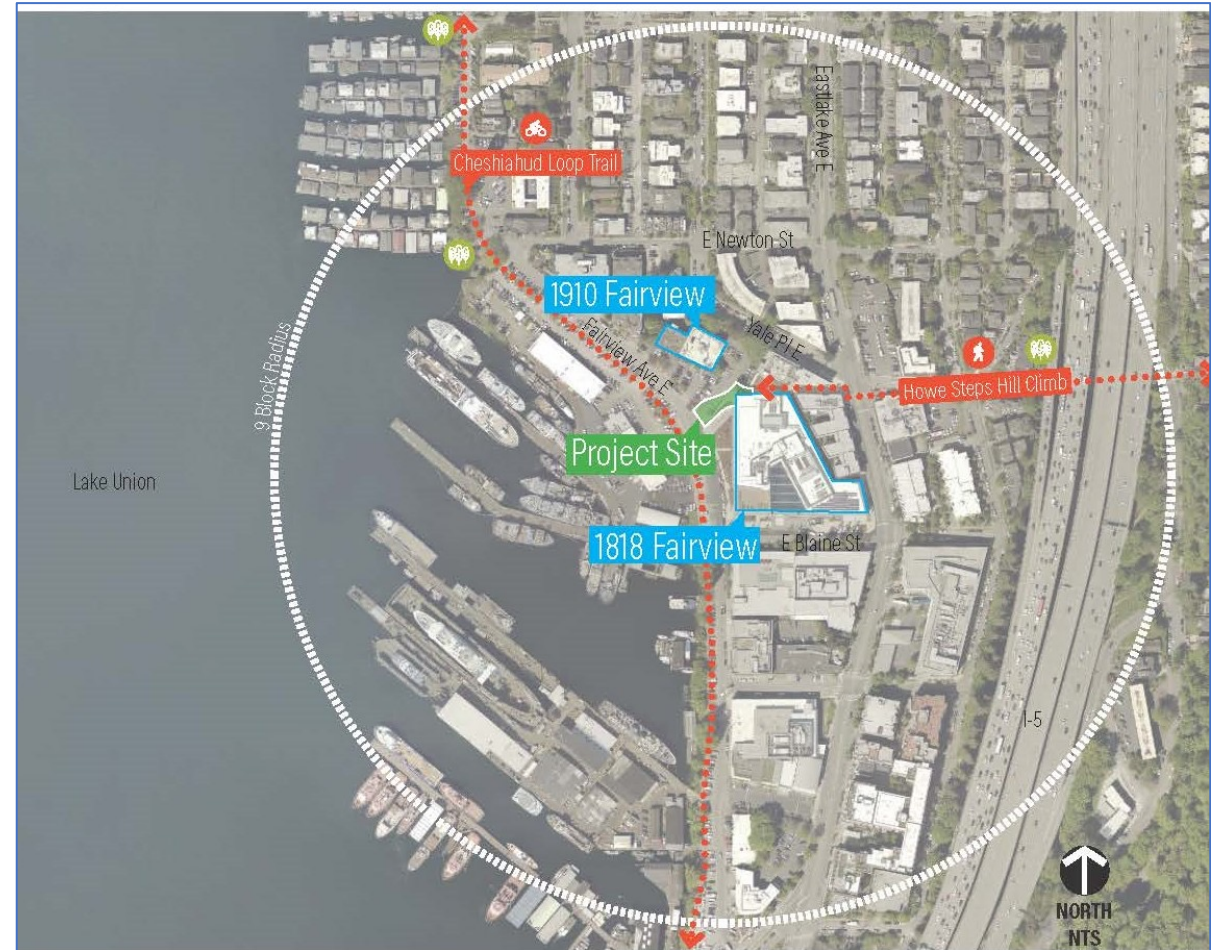
Passage of the ordinance details the terms and conditions of the permit, including annual fee, maintenance obligations, indemnification, insurance, and bond requirements.

Property owner and community organization

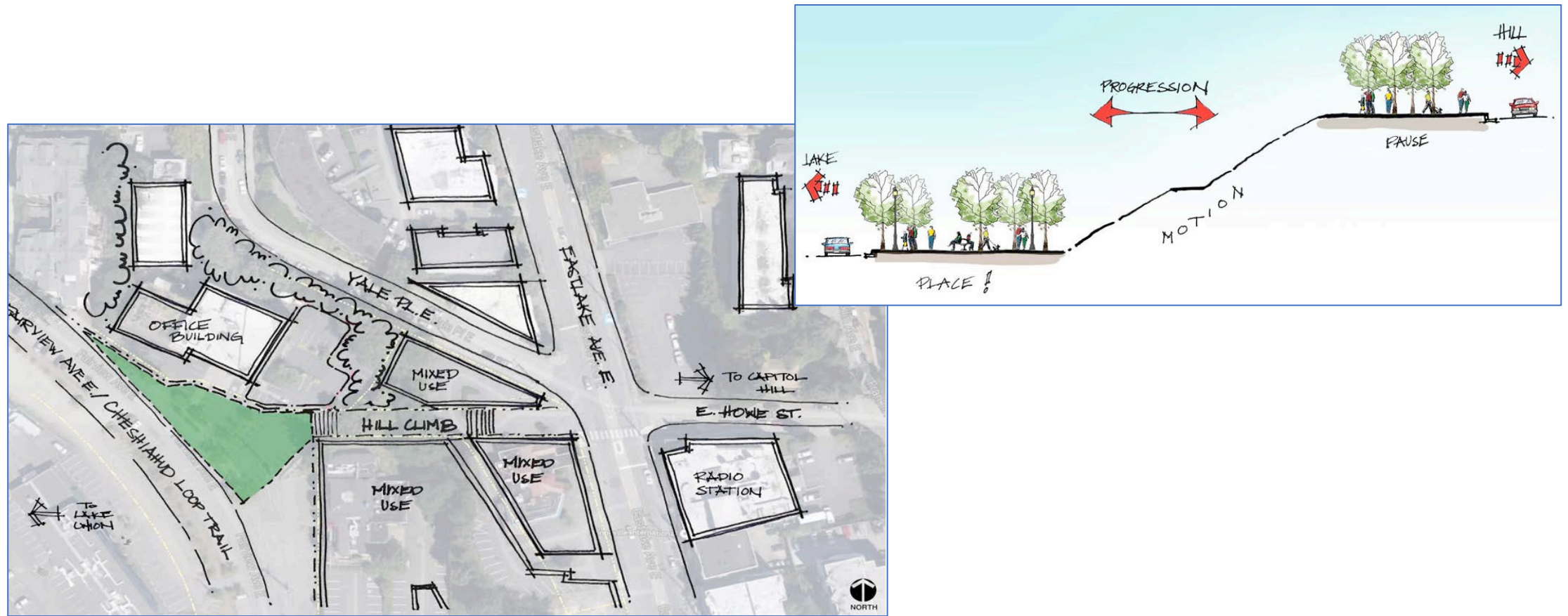
- BSOP 1, LLC: property owner at 1910 Fairview Ave E, an existing office building with business parking located in the E Howe St right-of-way
- E Howe Steps Plaza Steering Committee: Eastlake community members who participated in the development of the MOU for the public improvements and the private parking area

Project area - Eastlake neighborhood

1910 Fairview Ave E



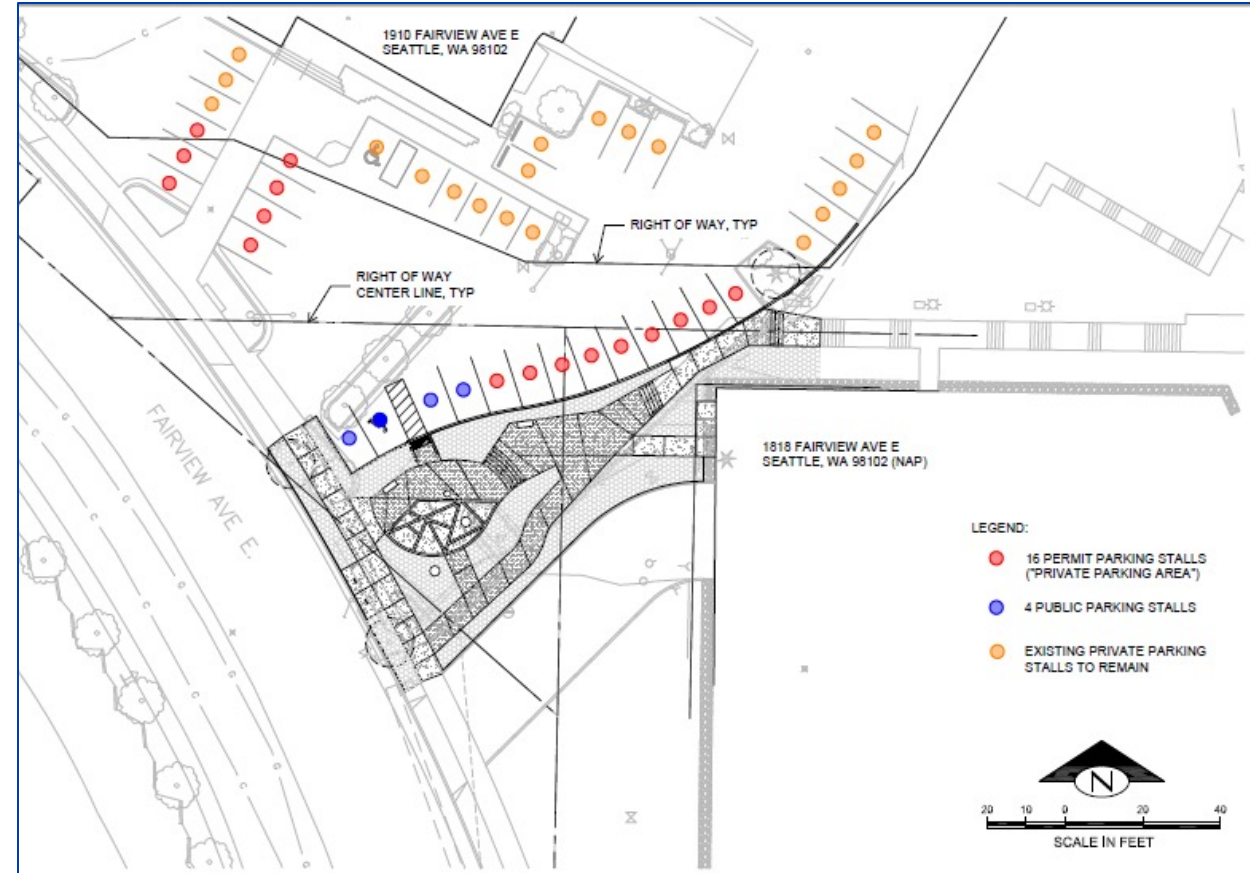
Project area - Eastlake neighborhood



Proposal

The Dept of Neighborhoods facilitated an MOU between the Steering Committee and BSOP 1, LLC

- The Steering Committee received a \$100,000 Matching Fund grant from the Dept of Neighborhoods for designing and permitting the public plaza
- BSOP 1, LLC is contributing \$500,000 to construct the public plaza in unopened right-of-way; BSOP 1 LLC will be responsible for the on-going maintenance of the plaza
- BSOP 1, LLC will accommodate up to 12 community events per year in the private weekday parking area
- The Steering Committee supports the private weekday parking term permit to support the agreement for the construction and on-going maintenance of the new plaza



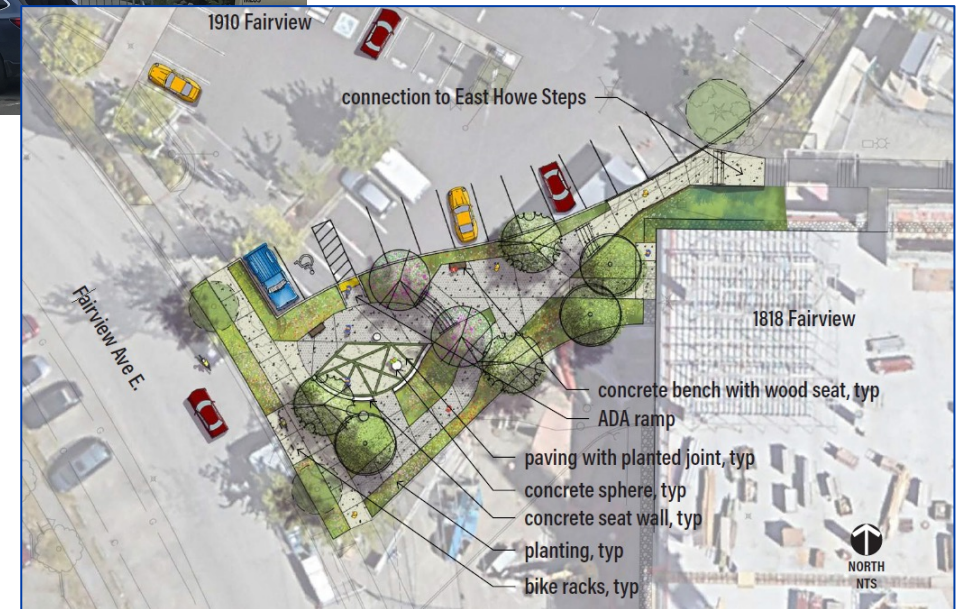
Proposal

Private weekday parking

- 16 signed private stalls
 - Available to the public on weekends and holidays
- 4 public parking stalls

Plaza:

- Landscaping and paver treatment
- Bike racks
- Protecting existing tree



Proposal

Existing conditions – E Howe ROW currently used as parking



Facing east

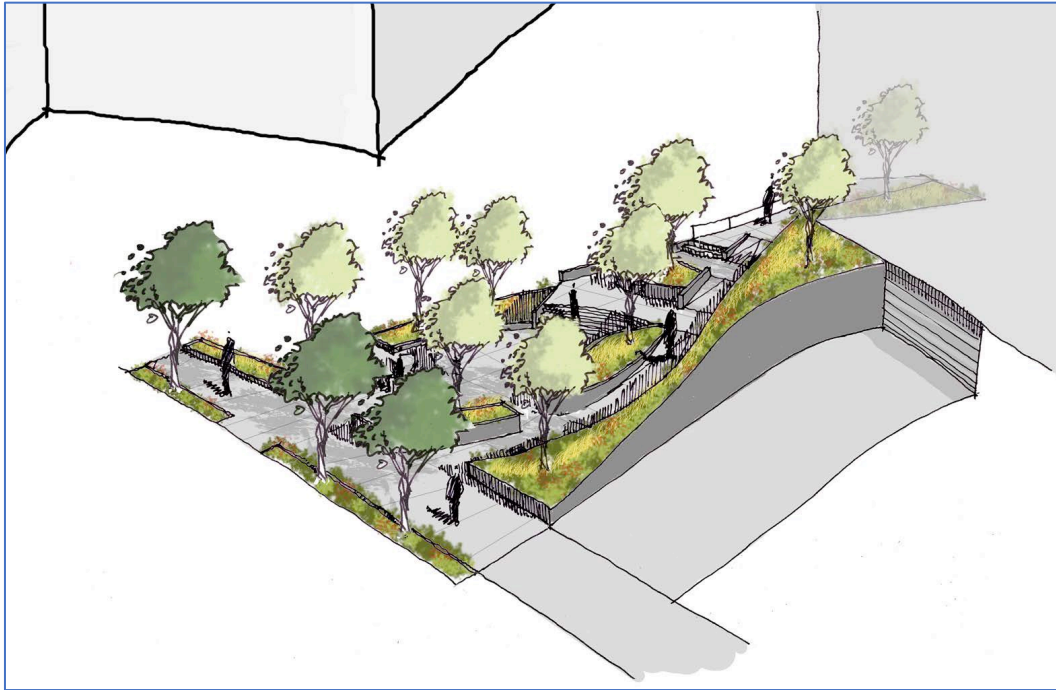


Facing west

Proposal

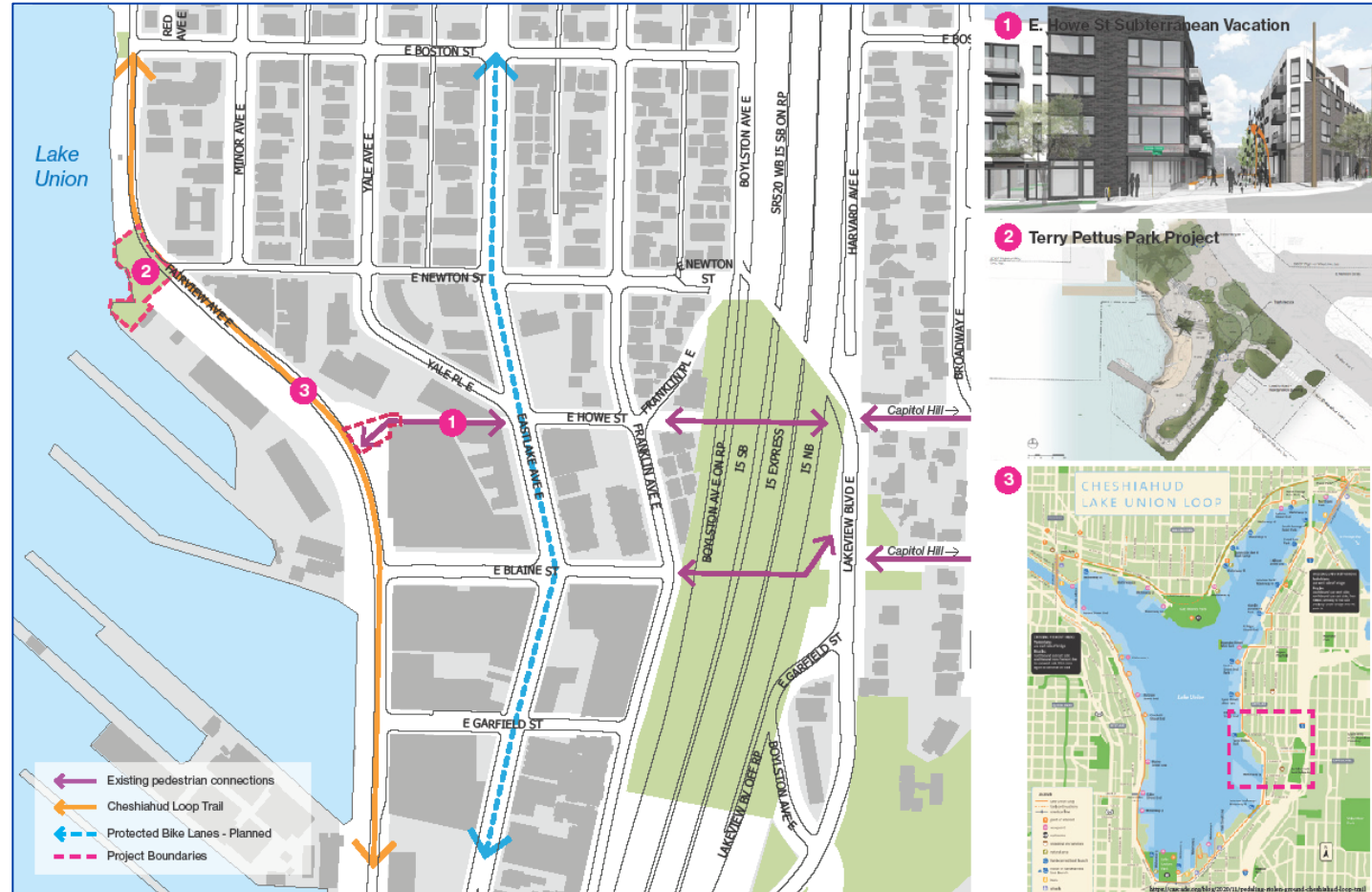
Plaza perspective

Facing west



Facing east

Pedestrian connections



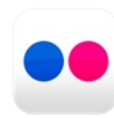
Requested action

- SDOT is seeking Council approval of this Council Bill for the private weekday parking by BSOP 1, LLC
- If the ordinance is approved, the permit will be in place for 15 years, with one renewable 15-year term

Questions?

amy.gray@seattle.gov | (206) 386-4638

www.seattle.gov/transportation





Legislation Text

File #: Inf 2012, **Version:** 1

Seattle Transportation Plan Outreach and Engagement Strategy



Seattle Transportation Plan

Transportation & SPU Committee Meeting

3/15/2022 Department of Transportation



City of Seattle **222**

Our Vision, Mission, & Core Values

Seattle is a thriving equitable community powered by dependable transportation. We're on a mission to deliver a transportation system that provides safe and affordable access to places and opportunities. We value equity, safety, mobility, sustainability, livability, and excellence.

Goals of this briefing

- Orient you to the Seattle Transportation Plan
- Share a timeline of STP activities
- Provide an overview of public engagement
- Update you on next steps to fulfill proviso



Seattle Transportation Plan

The Seattle Transportation Plan (STP) is our commitment to building a transportation system that provides everyone with access to safe, efficient, and affordable options to reach places and opportunities.

The plan will:

- Address urgent and emerging challenges
- Enhance modal integration and efficiency
- Engage community (includes compensation of CBOs and CLs)
- Inform the development of a new transportation funding package
- Align with the Seattle Comprehensive Plan Update



Relationship to other City plans



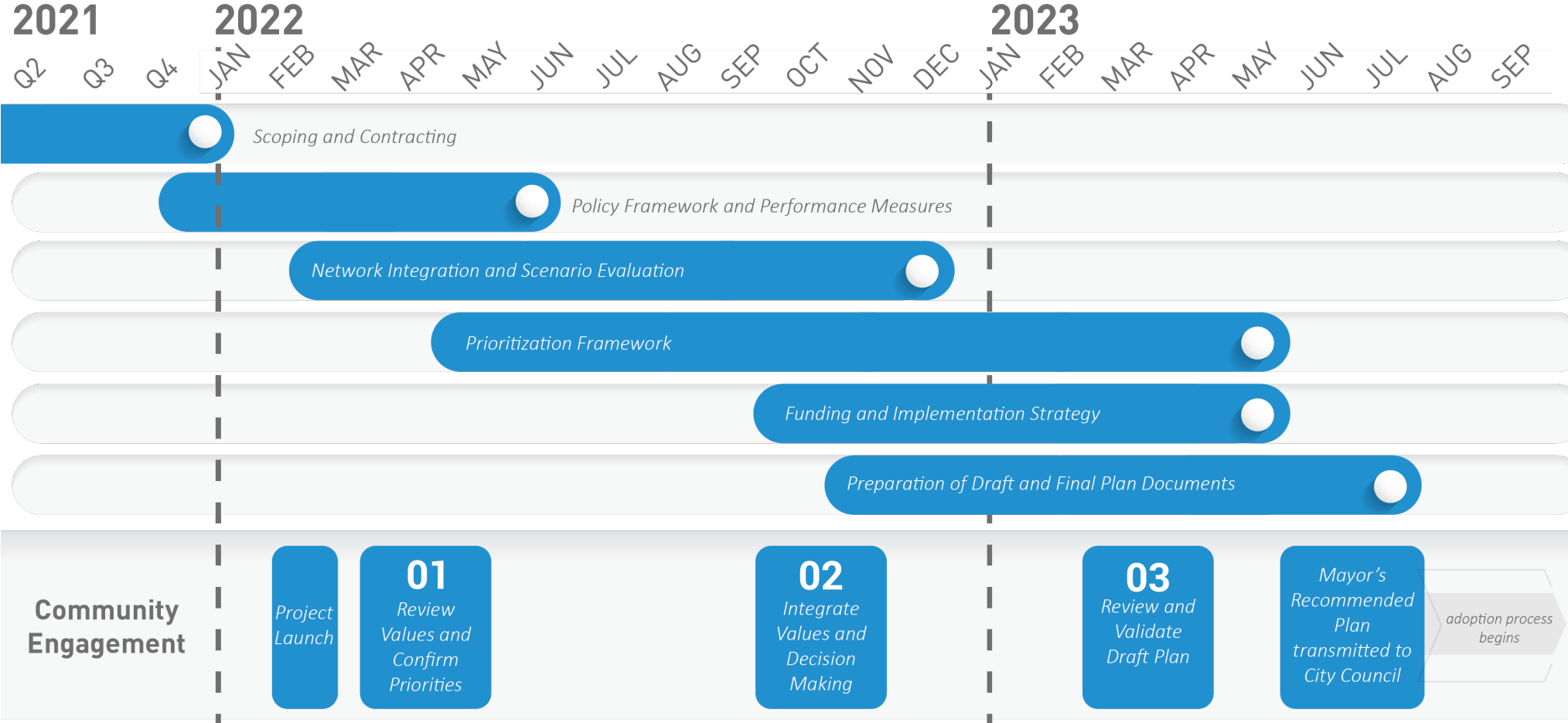
STP Content

Similar to existing modal master plans and community plans, the STP will include:

- Policy Framework
- Performance Measures
- Priority Investment Networks
- Program and Project Needs
- Prioritization Framework
- Funding Strategy



Project Milestones



Our goals for community engagement

Citywide and neighborhood level

Centering race and equity

- Prioritize marginalized communities
- Compensation, incentives, other capacity support
- Partnerships with community-based organizations and Community Liaisons
- Translation, interpretation and language access

Effective communication

- Meaningful, relevant
- Plain talk and graphics
- Multiple channels
- Accessible and multi-lingual

Meaningful engagement

- Interaction and co-creation
- Transparency, responsiveness, and accountability

Who we will engage in the planning process

Prioritize resources to engage with:

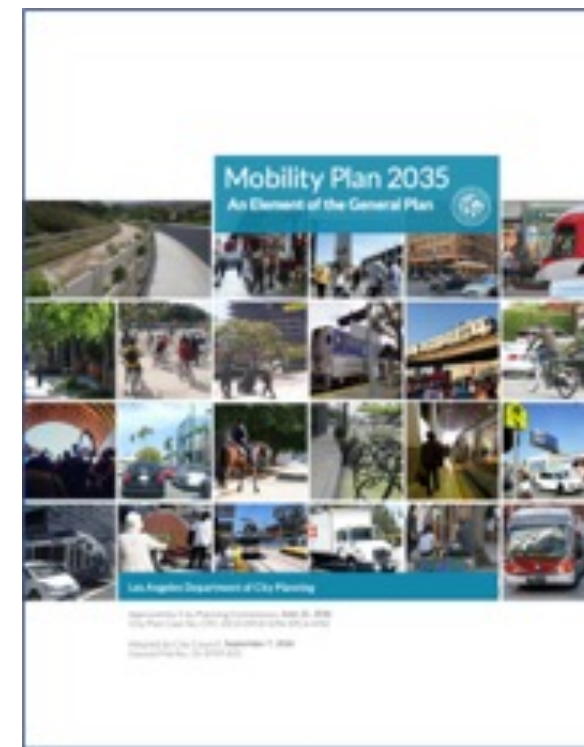
- Black, Indigenous, and People of Color communities
- Limited-English populations
- LGBTQ+ community
- People with disabilities

Other communities of focus

- General public
 - Youth (under 18)
 - Seniors (over 65)
 - Parents of young children
- Renters
- City boards and commissions
- Cultural organizations
- Community-based organizations
- Business associations
- Small business owners
- Property owners
- Builders and developers
- Public agencies
- Policy advocates

Opportunities to collaborate: Comp Plan + STP

- Shared cross-functional advisory teams/members
- Coordinated timeline, outreach and SEPA review
- Leverage investments in both transportation system and land development
- Strengthen alignment and approach to delivering equitable outcomes while also accelerating the reduction of emissions



Fulfilling Council Proviso

"Of the appropriations in the 2022 budget for the Seattle Department of Transportation's Mobility Operations Budget Summary Level, \$2.5 million is appropriated solely for the Citywide Integrated Transportation Plan and may be spent for no other purpose. Furthermore, no more than \$1 million of the money so appropriated may be spent until the Seattle Department of Transportation files a detailed workplan and community outreach plan with the City Clerk. The Council anticipates that the plan will: (1) identify and prioritize opportunities to promote pedestrian uses through woonerfs, shared spaces, traffic calming, super-blocks and other design treatments; (2) examine future right-of-way uses for future expansion of the light rail network beyond Sound Transit 3; (3) detail how the individual modal plans (Pedestrian Master Plan, Bicycle Master Plan, Freight Master Plan, and Transit Master Plan) will be integrated under the Citywide Integrated Transportation Plan; and (4) identify ways to support community engagement, community-based design, planning and visioning efforts to transform rights-of-way into vibrant public spaces."

- Finalizing workplan and community outreach plan to fulfill proviso
 - Submittal to City Clerk early Q2

Public information & beginning public engagement

- Website, survey, and blog post translated into Tier 1, 2, and 3 languages
- Opportunity for community to sign up for email updates

Seattle Transportation Plan

אנגלית • العربية • 繁體字 • 日本語 • বাংলা • 한국어 • ಕನ್ನಡ • Oromiffa • русский язык • af-Soomaali • Español • Tagalog • עברית • ភាសាខ្មែរ • Tiếng Việt

A vision for the future of transportation in Seattle.

Learn about and join in creating the Seattle Transportation Plan (STP). Use this site to connect with engagement opportunities, find project resources, and stay up to date on the planning process.

What is the Seattle Transportation Plan (STP)?

The Seattle Transportation Plan (STP) is our commitment to building a transportation system that provides everyone with access to safe, efficient, and affordable options to reach places and opportunities.

Our transportation system is more than just roads and sidewalks. It consists of buses, light rail, sidewalks, public spaces, and so much more. But COVID-19, climate change, and rapid population growth make it hard to keep this system running smoothly. That's why we want to create a sustainable system that works now and in the future.

Joanna Valencia & Jonathan Lewis

Project Managers

Phone: **(206) 257-2114**

Email: STP@seattle.gov

Get Project Updates

Sign up to receive email updates on the Seattle Transportation Plan.

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Seattle Department of Transportation

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SEATTLE TRANSPORTATION PLAN | Announcing our community partners and the beginning of public engagement

1. What are the top two challenges you face while getting around in Seattle?

☐ Cost (for example, Transportation is too expensive)

☐ Safety (for example, there are no sidewalks near me or sidewalks are unsafe to travel on)

☐ Time/reliability (for example, it takes me too long to get where I need to go or my travel time fluctuates a lot)

☐ Access (for example, there are no bus stops near me)

☐ Other (fill in the blank)

2. Optional: If you'd like to tell us more about these challenges, please write more here:

Questions?

Email | Joanna.Valencia@seattle.gov; Jonathan.Lewis@seattle.gov

Call | 206-530-4705

Visit | <https://www.seattle.gov/transportation/projects-and-programs/programs/seattle-transportation-plan>

