



# SEATTLE CITY COUNCIL

## Public Assets and Homelessness Committee

### Agenda

Wednesday, September 7, 2022

2:00 PM

Council Chamber, City Hall  
600 4th Avenue  
Seattle, WA 98104

Andrew J. Lewis, Chair  
Teresa Mosqueda, Vice-Chair  
Lisa Herbold, Member  
Debora Juarez, Member  
Tammy J. Morales, Member

Chair Info: 206-684-8807; [Andrew.Lewis@seattle.gov](mailto:Andrew.Lewis@seattle.gov)

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**SEATTLE CITY COUNCIL**  
**Public Assets and Homelessness Committee**  
**Agenda**  
**September 7, 2022 - 2:00 PM**

**Meeting Location:**

Council Chamber, City Hall, 600 4th Avenue, Seattle, WA 98104

**Committee Website:**

<https://www.seattle.gov/council/committees/public-assets-and-homelessness>

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

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

Remote Public Comment - Register online to speak during the Public Comment period at the meeting at <http://www.seattle.gov/council/committees/public-comment>. Online registration to speak will begin two hours before the 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.

In-Person Public Comment - Register to speak on the Public Comment sign-up sheet located inside Council Chambers at least 15 minutes prior to the meeting start time. Registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

Submit written comments to Councilmember Lewis at [Andrew.Lewis@seattle.gov](mailto:Andrew.Lewis@seattle.gov)

*Please Note: Times listed are estimated*

**A. Call To Order**

**B. Approval of the Agenda**

**C. Public Comment**

**D. Items of Business**

1.     [CB 120415](#)     **AN ORDINANCE relating to Seattle Parks and Recreation (SPR); authorizing the acquisition of a Conservation and Recreation Easement at the Turner-Koepf House and Garden, commonly known as the Garden House, located at 2336 15th Avenue South; authorizing acceptance of a recording of the Conservation and Recreation Easement for open space, park, and recreation purposes; and ratifying and confirming certain prior acts.**

Attachments:   [Att 1 - Purchase and Sale Agreement Presentation](#)

Supporting Documents:   [Summary and Fiscal Note](#)  
                                  [Summary Ex A - Property Maps](#)

**Briefing, Discussion, and Possible Vote**

**Presenters:** Lise Ward and Michele Finnegan, Seattle Parks and Recreation; Executive Director Kji Kelly, Historic Seattle; Traci Ratzliff, Council Central Staff

2. [Res 32067](#)      **A RESOLUTION endorsing the goals of the Downtown Seattle Association's Third Avenue Vision; and stating the intent of The City of Seattle to work collaboratively with the Downtown Seattle Association, King County Metro, and Sound Transit to pursue improvements to Third Avenue in Downtown Seattle.**

Attachments:    [ATT A: Third Avenue Vision – A Road of Possibilities](#)

Supporting

Documents:    [Summary and Fiscal Note](#)

**Briefing and Discussion**

**Presenters:** President and CEO Jon Scholes, Downtown Seattle Association; Lish Whitson, Council Central Staff

## **E. Adjournment**





## Legislation Text

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**File #:** CB 120415, **Version:** 1

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### CITY OF SEATTLE

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

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

AN ORDINANCE relating to Seattle Parks and Recreation (SPR); authorizing the acquisition of a Conservation and Recreation Easement at the Turner-Koepf House and Garden, commonly known as the Garden House, located at 2336 15th Avenue South; authorizing acceptance of a recording of the Conservation and Recreation Easement for open space, park, and recreation purposes; and ratifying and confirming certain prior acts.

WHEREAS, in August 2014, voters approved Proposition 1, creating a metropolitan park district contiguous with the borders of the city of Seattle, known as the Seattle Park District, as permitted under Chapter 35.61 RCW; and

WHEREAS, the 2017 Park Plan used race, equity and health, poverty and income, and population density mapping, among other criteria, to help identify priority areas for the Long-Term Acquisition Strategy; and

WHEREAS, the 2017 Park Plan identified the North Beacon Hill Residential Urban Village as having among the highest occurrence levels in the city of obesity, diabetes, and lack of physical activity, based on socio-economic data correlated with health data; and

WHEREAS, the 2017 Park Plan identified the North Beacon Hill Residential Urban Village as being underserved in terms of five-minute walkability, equity and health, income and poverty, density, and opportunity; and

WHEREAS, the Historic Seattle Preservation and Development Authority (“Historic Seattle PDA”) was chartered by The City of Seattle in 1973 to save meaningful places to foster lively communities, and is the only citywide nonprofit and preservation development authority dedicated to historic preservation;

and

WHEREAS, Historic Seattle PDA offers compelling education programs, effectively advocates for places that matter, and actively saves historic property through real estate development activities; and

WHEREAS, Historic Seattle PDA was interested in purchasing, rehabilitating, and activating the Turner-Koepf House and Gardens because of the threat of demolition, stated community need for open space and community use, location in a traditionally underserved area, and project alignment with the organization's five-year strategic plan; and

WHEREAS, Historic Seattle PDA made an unsuccessful attempt to purchase the property located in Seattle at 2336 15th Avenue South ("Property") in 2018; and

WHEREAS, persistent encouragement from the Beacon Hill community caused Seattle Parks and Recreation ("SPR") and Historic Seattle PDA to develop a mutually beneficial partnership that achieves respective project-specific goals and objectives of providing open space and preserving a historic house, in order to fulfill the missions of both organizations; and

WHEREAS, Historic Seattle PDA contracted for and reviewed the necessary due diligence, including, but not limited to, a third-party building inspection, land use and code analysis, site survey, hazardous materials survey, financial operating analysis, Phase 1 environmental assessment, capital needs assessment, and acquisition funding sources and uses related to protecting the property for both historic building preservation and for providing public open space; and

WHEREAS, relying upon the results of the due diligence and partnership with SPR, Historic Seattle PDA made another offer to purchase the Property utilizing its own line of credit, successfully acquired the Property on December 23, 2021, in a challenging real estate market, and has incurred carrying costs while the partnership with SPR has evolved; and

WHEREAS, in order to achieve the stated goal of providing publicly accessible open space at the Property in perpetuity, SPR will purchase from Historic Seattle PDA a Conservation and Recreation Easement

which will both protect the land surrounding the historic house from future development and ensure public access to open space, as well as require Historic Seattle PDA to assume all maintenance responsibilities; and

WHEREAS, SPR and Historic Seattle PDA will enter into a Maintenance and Operations Agreement that outlines the responsibilities associated with the publicly accessible open space including, but not limited to, operations, maintenance, and capital improvements; and

WHEREAS, in addition to operating the publicly accessible open space, Historic Seattle PDA will assume all responsibilities associated with the historic house including, but not limited to, operations, maintenance, and capital improvements; and

WHEREAS, the publicly accessible open space and community-focused historic house will be owned and operated by Historic Seattle PDA, without any ongoing financial support or underwriting by The City of Seattle; NOW, THEREFORE,

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

Section 1. The Superintendent of Parks and Recreation (“Superintendent”) or the Superintendent’s designee is authorized, on behalf of The City of Seattle, to acquire, substantially in accordance with the terms and conditions of the Real Estate Purchase and Sale Agreement attached hereto as Attachment 1 and incorporated herein by reference (“Agreement”), a Conservation and Recreation Easement (“Easement”) over real property referred to as the Turner-Koepf House and Gardens for a cash purchase price not to exceed \$1,842,500. The legal description of the Easement is as follows:

LOTS 1, 2 AND 3, BLOCK 7 OF WALKER’S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 43, IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE S89°57'54"W ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 21.52 FEET;

THENCE N02°17'46"W, 53.96 FEET; THENCE N42°23'14"W, 8.26 FEET;

THENCE N89°48'46"W, 29.29 FEET;

THENCE S00°12'51"E, 6.01 FEET; THENCE S89°45'45"E, 56.88 FEET;

THENCE N00°18'52"W, 11.82 FEET;

THENCE N89°57'05"W, 4.60 FEET TO THE EAST MARGIN OF 15TH AVENUE SOUTH;

THENCE NORTH ALONG THE EAST MARGIN OF 15TH AVENUE SOUTH, 9.47 FEET;

THENCE N89°22'14"E, 4.55 FEET; THENCE N00°18'52"W, 29.79 FEET; THENCE N89°59'57"E, 19.88 FEET; THENCE N47°30'18"E, 19.48 FEET;

THENCE S89°42'52"E, 15.79 FEET;

THENCE S45°02'51"E, 18.51 FEET;

THENCE N89°59'57"E, 52.55 FEET TO THE WEST MARGIN OF AN ALLEY;

THENCE S00°00'03"E ALONG THE WEST MARGIN OF AN ALLEY, 105.47 FEET TO THE POINT OF BEGINNING

Section 2. The Superintendent is further authorized to reimburse certain costs incurred by Historic Seattle PDA to acquire, hold and maintain the Easement area in an amount not to exceed \$140,000 subject to receipts supplied by Historic Seattle PDA at the closing associated with the Easement.

Section 3. The Superintendent or the Superintendent's designee is authorized to execute such documents as the Superintendent deems necessary or desirable to accomplish acquisition of the Easement, including, without limitation, such consents, approvals, extensions of time, and minor amendments of the Agreement as the Superintendent shall deem appropriate to carry out the intent of this ordinance.

Section 4. Upon delivery of the deed of Easement for the Property, the Superintendent or the Superintendent's designee is authorized to accept the deed on behalf of The City of Seattle by attaching to the deed the Superintendent's written acceptance thereof, and to record the same. The Easement shall be accepted for open space purposes, and placed under the jurisdiction of Seattle Parks and Recreation.

Section 5. Any act taken by the City under the authority of and in compliance with the conditions of this ordinance but prior to the effective date of the ordinance is ratified and confirmed.

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

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

(Seal)

Attachments:  
Attachment 1 - Agreement for Purchase and Sale of Easement

## AGREEMENT FOR PURCHASE AND SALE OF EASEMENT

This PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into by and between THE CITY OF SEATTLE, a Washington municipal corporation (“Buyer”), and HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY, a public development authority and Washington non-profit corporation (“Seller”), as of the date this Agreement has been executed by both Buyer and Seller (“Effective Date”). Seller and Buyer may be referred to hereinafter individually as “Party” or collectively as the “Parties.”

Whereas, Seller purchased real property located at 2336 15<sup>th</sup> Avenue South, Seattle, WA 98144 on December 23, 2021; and

Whereas, this real property purchased by Seller includes an historic building and surrounding vacant land that is suitable for park, open space, and recreation use in an identified service gap area in the 2017 Park Plan; and

Whereas, Buyer and Seller wish to enter into this agreement for Buyer’s purchase of a conservation and recreation easement over an area of the property; and

Whereas, Seller will manage the easement area on behalf of Buyer under a maintenance and operations agreement; and

Whereas, the parties intend for Buyer’s easement to include restrictive conservation covenants that will extinguish development rights on the area encumbered by the easement for Seller and any future owners of the real property; and

Whereas the parties intend for the easement and associated restrictive covenants to run with the land in perpetuity;

NOW THEREFORE,

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

1. Property. “Seller’s Property” is real property located at located at 2336 15<sup>th</sup> Ave South, Seattle, WA 98144, Tax Parcel Number 912200-0345, and more particularly and legally described in Exhibit A. The “Easement Use Area” is those portions of Seller’s Property more particularly and legally described in Exhibit B (“Legal Description – Easement Area”) and depicted in Exhibit C together with all buildings, structures and other permanent improvements, if any, thereon (“Easement Use Area”). The Easement Area includes a gazebo structure but does not include the house located on Seller’s Property outside the Easement Area.

2. Purchase. Seller shall sell and convey an “Easement” to Buyer consisting of all property rights, including easements for Buyer and the public and covenants (positive and negative) as set out in the Easement and Restrictive Covenant Agreement for Conservation, Recreational Use and Access by the Public (“Easement Agreement”) attached as Exhibit D. Pursuant to Buyer’s authority as a first-class city and as further and specifically authorized by RCW 64.04.130, Buyer shall purchase the Easement on the terms, covenants and conditions set forth in this Agreement. The Easement touches and concerns the land of Seller’s Property and the Easement Agreement shall be recorded against Seller’s title to Seller’s Property. As set out in the Easement Agreement, the Easement shall include:

- (a) A transfer to Buyer of development rights for the Easement Area.
- (b) Restrictive covenants barring Seller from attempting to make any use of Seller’s Property that would impair the public benefits of the Easement Area.
- (c) Recreational use and access rights in the Easement Area for the City to be exercised by the City and the public.
- (d) Seller will further provide maintenance and operation services to Buyer at the Easement Area under the terms and conditions set out in the Memorandum of Agreement for Maintenance and Operations between Seattle Parks and Recreation and Historic Seattle at Beacon Hill Garden House (“Maintenance and Operations Agreement - Memorandum of Agreement between Seattle Parks and Recreation and Historic Seattle Concerning the Beacon Hill Garden House”), attached as Exhibit E. The Maintenance and Operations Agreement is a separate agreement that will be subject to and expire on its terms. Buyer’s Easements rights shall not be limited or terminated by the Maintenance and Operations Agreement.

3. Purchase Price.

3.1. Amount. The purchase price (“Purchase Price”) for the Easement is One Million Eight Hundred Forty-two Thousand Five Hundred and no/100 Dollars (\$1,842,500.00).

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

3.3 Deposit. Within ten (10) days of the Effective Date, Buyer will open an escrow account with First American Title Company, 555 South Renton Village Place; #760; Renton, WA 98057, (referred to hereafter as “Escrow Holder” or “Title Company”) and shall deliver to Escrow Holder Five Thousand and NO/100 Dollars (\$5,000.00) (the “Deposit”) in immediately available funds, together with the original of the fully executed Agreement. Escrow Holder shall place the Deposit in an interest-bearing account for the benefit of the Parties. Escrow Holder shall apply or disburse the Deposit together with interest, if any, as provided in this Agreement. At Closing, Escrow Holder shall apply the Deposit together with interest, if any, to the Purchase Price.

4. Title.

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

4.2. Title Insurance Commitment. Buyer has obtained a current title insurance commitment issued by Title Company, No. 4209-3526702, dated July 17, 2020 ("Commitment") and subsequent updates. Buyer may elect to obtain a 2006 ALTA Owner's Extended Coverage Policy of title insurance (the "Title Policy"). If required by the Title Company to issue an extended coverage owner's ALTA title insurance policy, Buyer shall obtain a survey and title updates for an extended policy at its own expense. Seller shall provide the ALTA affidavits required under Section 8.1(c).

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

5. Conditions Precedent.

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

(a) Seller in Title. The Seller owns Seller's Property.

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

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

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



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

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

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

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

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

(j) Seller's Deliveries. RESERVED.

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

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

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

(n) Debris and Personal Property. On the Date of Closing, the Easement Area shall be free of garbage, waste, debris, and personal property.

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

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

6. Investigation of Seller's Property.

6.1. Seller's Initial Deliveries. RESERVED.

6.2. Entry. Without limiting any other rights of Buyer under this Agreement, as of the Effective Date, Buyer and Buyer's agents and employees shall have the right to enter Seller's Property to conduct investigations regarding the Easement ("Investigations") at Buyer's sole expense. Seller agrees to cooperate with any Investigations made by or at Buyer's direction and to allow Buyer reasonable access to Seller's Property both within and without the Easement Area for Investigation purposes. The exercise by Buyer of any of the preceding rights or any other act of Buyer shall not negate any representation, warranty or covenant of Seller, or modify any of Buyer's rights or Seller's obligations in the event of any breach by Seller of any of its representations, warranties or covenants under this Agreement. To the extent permitted by applicable law, Buyer shall indemnify and hold Seller harmless from any and all damages, expense, liens or claims (including attorneys' fees) arising from Buyer's exercise of its rights under this Subsection 6.2 or failure to pay third parties, and the provisions of this indemnity shall survive termination of this Agreement.

6.3. Period for Investigations. RESERVED.

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

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

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

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

7.4. Maintain Seller's Property in good order, condition and repair, and otherwise operate Seller's Property and maintain its business records in the same manner as before the making of this Agreement, the same as though Seller were not transferring the Easement.

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

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

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

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

8. Deliveries to Escrow Holder.

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

(a) Easement for Open Space, Recreational Use and Access by the Public. An executed Easement Agreement in the form set out in Exhibit D and conveying to Buyer agreed easement rights and development rights and setting out covenants to run with Seller's Property, subject only to the Permitted Exceptions.

(b) Memorandum of Agreement for Maintenance and Operations between Seattle Parks and Recreation and Historic Seattle at Beacon Hill Garden House. An executed Maintenance and Operations Agreement in the form set out in Exhibit E.

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

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

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

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

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

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

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

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

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

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

9. Close of Escrow.

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

9.2. Closing Costs and Prorations.

(a) Closing Costs. Buyer shall pay the cost of recording the Easement, escrow fees, the title insurance premium charged by the Title Company for Buyer's Title Policy and the endorsements required by Buyer, and the cost of any survey required by the Title Company (if any). Additionally, Buyer shall reimburse Seller in the amount not to exceed One Hundred Forty Thousand and no Dollars (\$140,000.00) ("Maximum Reimbursement Amount") for Seller-paid costs associated with the Easement and this transaction, including attorney fees for legal services related to this Agreement,

appraisal, Phase 1 environmental investigation, survey to establish legal descriptions, and easement share of broker commission, title and escrow fees, real estate excise tax, prorated property taxes to the date of closing, and carrying costs on any bridge financing paid by Seller (collectively, “Seller Transaction Costs”). Any such Seller Transaction Costs must be reflected in invoice copies submitted to Escrow at closing and are subject to Buyer’s approval, which shall not be unreasonably withheld or denied. as costs associated with the Easement. Seller shall pay real estate excise tax, if any due. Buyer will pay the Maximum Reimbursement Amount to escrow for delivery to Seller and/or repayment back to Buyer of any funds not necessary to reimburse approved Seller Transaction Costs. Buyer and Seller shall each otherwise pay their own costs and fees, including attorneys’ fees except for approved Seller Transaction Costs up to the Maximum Reimbursement Amount.

9.3. Procedure. Escrow Holder shall close escrow as follows:

- (a) Obtain the release of the Easement from any liens described in the Commitment, and delivery of all documents by Seller, and in this Agreement except the Permitted Exceptions;
- (b) Confirm with Buyer satisfactory evidence of delivery of all documents by Seller;
- (c) Confirm with Seller satisfactory evidence of delivery of all documents by Buyer;
- (d) Pay applicable real estate transfer excise taxes and record the Easement Agreement;
- (e) Complete the prorations and credits;
- (f) Issue and deliver the Title Policy to Buyer;
- (g) Deliver any other documents deposited by Seller with Escrow Holder to Buyer;
- (h) Deliver the Purchase Price less Seller’s closing costs and prorations and Buyer credits, if any, to Seller; and
- (i) Forward to Buyer any invoices evincing Seller Transaction Costs and, upon receiving approval from Buyer, deliver to Seller reimbursement payment for such Seller Transaction Costs reimbursement in an amount directed by Seller and not to exceed the Maximum Reimbursement Amount.

(i) Forward to Buyer and Seller, in duplicate, a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited with Escrow Holder, with such recording and filing date endorsed thereon.

9.4. Incorporation of Escrow Instructions. This Agreement shall serve as escrow instructions, and an executed copy of this Agreement shall be deposited by Buyer with Escrow Holder following its execution. The parties may execute additional escrow instructions provided that such additional escrow instructions shall not change the terms of this Agreement.

9.5. Easement. The Easement, and all rights to Buyer and commitments by Seller, shall be delivered to Buyer upon Closing.

9.6. Deliveries Outside of Escrow. On the Closing Date Seller shall deliver to Buyer outside of escrow all original books and records of account, contracts, leases and leasing correspondence, receipts for deposits, unpaid bills and other papers pertaining to the Easement, architectural and engineering plans, drawings and specifications for the improvements to the Easement Area, all “As-Built” plans and specifications, original operating permits and certificates relating to use, occupancy or operation of the Easement Area, all advertising materials, booklets, keys and other items, if any, used in Seller’s operation of the Easement Area.

10. Brokerage Commission. Seller warrants to Buyer and Buyer warrants to Seller that each party’s sole contact with the other and with the Easement regarding this transaction has been directly with the other party and has not involved any broker or finder. Seller and Buyer further warrant to each other that no broker or finder can properly claim a right to a commission or finder’s fee based upon contacts between the claimant and that party with respect to the other party or the Easement. To the extent permitted by applicable law, each party shall indemnify, defend and hold the other party harmless from and against any loss, cost or expense, including, but not limited to, attorneys’ fees and court costs, resulting from any claim for a fee or commission by any broker or finder in connection with the Easement and this Agreement resulting from the indemnifying party’s actions.

11. Condemnation. If there is a condemnation (by an entity other than Buyer) of all or part of Seller’s Property initiated before Closing, Seller shall promptly notify Buyer and Buyer shall have the option for ten (10) days following the date the notice is received (a) to proceed with the Closing, in which event all condemnation proceeds already received by Seller by the Closing shall be paid to Buyer and the right to receive such proceeds not yet received by Seller shall be assigned to Buyer at the Closing, or (b) to terminate this Agreement. Unless this Agreement is terminated, Seller shall take no action with respect to any condemnation proceeding without the prior written consent of Buyer. Buyer shall take no action to initiate a condemnation proceeding for all or any portion of Seller’s Property

12. Representations, Warranties and Covenants.

12.1. Seller’s Representations and Warranties. In addition to the representations, warranties and covenants contained elsewhere in this Agreement, Seller, as of the Effective Date and as of the Closing Date, makes the following representations, warranties and covenants:

(a) Title. Seller is the sole owner of Seller’s Property.

(b) Agreements to Transfer or Encumber. Seller has not committed nor obligated itself in any manner whatsoever to sell or encumber Seller's Property or any interest therein to any party other than Buyer, nor committed or obligated to lease all or any portion of Seller's Property.

(c) Compliance with Law. To the best of Seller's knowledge, Seller's Property complies in all material respects (both condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental authority having jurisdiction over Seller's Property (including those related to zoning, building, subdivision, engineering, and Environmental or Safety Laws) that remains uncured.

(d) Bankruptcy, Etc. No bankruptcy, insolvency, rearrangement or similar action involving Seller or Seller's Property, whether voluntary or involuntary, is pending, threatened, by a third party, or contemplated by Seller.

(e) Litigation. There is no pending or to Seller's best knowledge threatened in writing, judicial, non-judicial foreclosure, or municipal or administrative proceedings with respect to this transaction or in any manner affecting Seller's Property or any portion thereof or in which Seller is or will be a party by reason of Seller's ownership of Seller's Property.

(f) Notices. Seller have not received any written notices from any insurance companies, governmental agencies or from any other parties with respect to any violations or other matters concerning Seller's Property.

(g) Taxes and Assessments. Other than amounts disclosed by the Commitment, to the best of Seller's knowledge, no other property taxes have been or will be assessed against Seller's Property for the current tax year, and there are no general or special assessments or charges that have been levied, assessed or imposed on or against Seller's Property.

(h) Tax Returns. Seller has filed all local, state and federal tax forms that are required to be filed by Seller, have paid all taxes due and payable by Seller to date and will pay all such taxes that become due and payable by Seller prior to the Closing.

(i) Underground Storage Tanks; Hazardous Substances. To the best of Seller's knowledge, (i) there are no cisterns, wells, subterranean storage or underground storage tanks on Seller's Property, (ii) no underground storage tanks have been removed from Seller's Property, (iii) there are no Hazardous Substances currently located in, on, or under Seller's Property in a manner or quantity that presently violates any Environmental or Safety Law, and (iv) there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental or Safety Laws at Seller's Property.

(j) Violation of Property Restrictions. To the best of Seller's knowledge, Seller's Property and the current use, occupation and condition thereof do not violate any applicable deed restrictions or other covenants, restrictions or agreements (including, without limitation, any of the Permitted Exceptions), site plan approvals, zoning or urban redevelopment plans applicable to Seller's Property.

(k) Tax Valuation/Assessment. Seller has no knowledge and has not received any notice of: (a) proceedings pending for the correction of the assessed valuation of Real Property, or (b) any other pending or threatened special assessments affecting the Real Property.

(l) Authority. Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller's legal, valid and binding obligation enforceable against Seller in accordance with its terms. The consummation by Seller of the sale of the Easement is not in violation of or in conflict with nor does it constitute a default under any of the terms of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(n) No Omissions. All representations and warranties made by Seller in this Agreement, and all information contained in any certificate furnished by Seller to Buyer in connection with this transaction, are free from any untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained herein or therein not misleading. The copies of any documents furnished to Buyer in connection with this transaction are true and complete copies of the documents they purport to be.

(o) Leases, Service Contracts or Other Contracts. As of the Date of Closing, no leases, service contracts, or other contracts are in place regarding or related to Seller's Property. As of the Date of Closing, no leases, service contracts, or other contracts will be in place regarding or related to Seller's Property.

(p) Mechanic's Liens. No labor, material or services have been furnished in, on or about Seller's Property or any part thereof that has not been paid in full prior to Closing.

12.2 Effect of Buyer's Inspections. The effect of the representations and warranties made by Seller in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents.

12.3 Assumption of Liabilities. Buyer, by virtue of the purchase of the Easement, will not be required to satisfy any obligation of Seller related to Seller's Property.

12.4 Provide Further Information. From the Effective Date through the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting Seller's Property or any part thereof promptly upon learning of the occurrence of such event.

13. Environmental Compliance. In addition to and without limiting any other representations, warranties, covenants and agreements in this Agreement, Seller represents, warrants, covenants and agrees:



13.1. Hazardous Substances. Except for petroleum products in connection with motor vehicles, lawn mowers, and underground storage tank for heating oil, Seller has not used or stored on, under or about Seller's Property or transported to or from Seller's Property any Hazardous Substance or allowed any other person or entity to do so. Seller has not, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about Seller's Property (or off-site of Seller's Property that might affect Seller's Property) or transported to or from Seller's Property, any Hazardous Substance or allowed any other person or entity to do so. Seller has no knowledge nor has Seller observed any questionable practice or conduct indicating that any Hazardous Substance has been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or above Property (or off-site of Seller's Property that might affect Seller's Property) or transported to or from Seller's Property by any entity, firm or person, or from any source whatsoever.

13.2. Pre-closing Covenant. Seller will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about Seller's Property (or off-site of Seller's Property that might affect Seller's Property), or transport to or from Seller's Property, any Hazardous Substance or authorize any other person or entity to do so.

13.3. Environmental Indemnity. Seller shall protect, indemnify, hold harmless and defend Buyer and its directors, officers, contractors, employees, agents, parents, subsidiaries, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to a breach of any representation, warranty, covenant or agreement contained in this Section 13 including, without limitation, (a) all consequential damages, and (b) the costs of any required or necessary repairs, cleanup or detoxification of Seller's Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity does not apply to actions of Buyer, its agents or independent contractors.

13.4. Definitions. For the purpose of this Section 13, the following terms shall be defined as provided below unless the context clearly requires a different meaning:

- (a) "Environmental or Safety Law" means the Federal Water Pollution Control Act, the Clean Air Act, the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act, the Toxic Substances Control Act ("TSCA"), the Occupational Safety and Health Act, the Hazardous Materials Transportation Act, the Hazardous Materials Transportation Uniform Safety Act, the Oil Pollution Act of 1990, the Washington Water Pollution Control Act, the Clean Air Washington Act, the Washington Hazardous Waste Management Act ("HWMA"), the Washington Model Toxics Control Act ("MTCA"), the Washington Industrial Safety and Health Act, the Washington Worker and Community Right to Know Act, and the Washington Oil and Hazardous Substance Spill Prevention and Response Act, together with all regulations promulgated under any such authority, and any and all other federal, state, regional, local or international statutes, regulations, rules, ordinances, orders, court or regulatory agency directives, permits, licenses, governmental authorizations and common law causes of action that apply to (1) any hazardous substance or material regulated or restricted under CERCLA, RCRA, TSCA, MTCA, or the HWMA; (2)

any other pollutant, contaminant, or waste; (3) the health or safety of persons; or (4) the protection of the environment or land use. "Environmental or Safety Law" includes past and future amendments and supplements.

(b) "Hazardous Substances" means any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any Environmental or Safety Law.

14. As-Is Sale; Release; Seller Disclosure Form.

14.1. As-Is Sale. Buyer acknowledges that, except for the representations and warranties of Seller set forth in this Agreement and the Purchase Documents, the Easement is being purchased on an "as is" basis, and that no implied or express representations or warranties have been made by Seller except as expressly provided in this Agreement. Buyer acknowledges that (a) Buyer has had or will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual and other inquiries and investigation as Buyer deems necessary, desirable or appropriate with respect to Seller's Property, and (b) except as otherwise expressly set forth in Section 12.1 of this Agreement, neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise or statement, express or implied, to Buyer, or to anyone acting for or on behalf of Buyer, concerning Seller's Property or the condition, use or development thereof. Buyer represents that, in entering into this Agreement, Buyer has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, other than as expressly set forth in Section 12.1 of this Agreement, and that Buyer shall purchase the Easement based upon Buyer's own prior investigation and examination of Seller's Property. If Buyer elects to proceed to Closing, such election will be made at Buyer's absolute discretion, in reliance solely upon the tests, analyses, inspections and investigations that Buyer makes, or had the right to make and opted not, or otherwise failed, to make, and not in reliance upon any alleged representation made by or on behalf of Seller, except as set forth in Section 12.1.

14. Survival. Subject to the limitations in Section 12.4, the covenants, agreements, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

15. Entire Agreement. This Agreement contains the entire integrated agreement of the parties, including all of the covenants and conditions between the parties with respect to the subject matter of this Agreement, and supersedes all prior correspondence, agreements and understandings, both verbal and written. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by Seller and Buyer. The parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the parties.

16. Default; Remedies, Specific Performance.

16.1 Seller Default. This Agreement pertains to the conveyance of real property, the unique nature of which is hereby acknowledged by the parties. Consequently, if Seller breaches or defaults under this Agreement or any of the representations, warranties, terms, covenants, conditions or provisions hereof, Buyer shall have, in addition to a claim for damages for such breach or default, and in addition and without prejudice to any other right or remedy available under this Agreement or at law or in equity, the

right (a) to specific performance of this Agreement; or (b) to terminate this Agreement upon written notice without liability to Seller.

16.2 Buyer Default. If Buyer fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except (a) failure of any condition precedent to Buyer's obligations to Close or (b) failure by Seller to perform its obligations hereunder, then Seller, as its sole and exclusive remedy, may terminate this Agreement and receive the Deposit as liquidated damages and not as penalty, in full satisfaction of claims against Buyer hereunder (except for claims arising under Section 5). Seller and Buyer agree that Seller's damages resulting from Buyer's default are difficult, if not impossible, to determine, and the Deposit is a fair estimate of those damages and has been agreed to in an effort to cause the amount of damages to be certain.

17. Notices. All written notices required to be given pursuant to the terms hereof shall be either delivered personally; deposited in the United States mail, certified mail, return receipt requested, postage prepaid and addressed to the addresses listed below with copies to the parties listed after such address (if any) sent by facsimile transmission to the numbers below or sent by electronic transmission to the email address below, with receipt acknowledged:

SELLER:

Kji Kelly, Executive Director  
Historic Seattle Preservation and Development Authority  
1117 Minor Ave  
Seattle, WA 98101  
Facsimile: (206) 622-1197 Telephone: (206) 622-6952 ext 223  
Email: [kjik@historicseattle.org](mailto:kjik@historicseattle.org)

BUYER:

Seattle Department of Parks and Recreation  
300 Elliott Ave W; Suite 100  
Seattle, WA 98119  
Attn: Lise Ward  
Facsimile: (206) 233-7038 Telephone: (206) 733-9106  
Email: [lise.ward@seattle.gov](mailto:lise.ward@seattle.gov)

The foregoing addresses may be changed by written notice to the other party as provided herein. Mailed notice properly given shall be deemed received two (2) days after deposit in the mail. Facsimile transmission, with receipt confirmed by the recipient by telephone, or email transmission with receipt confirmed by email, of any signed original document or notice, and retransmission of any signed facsimile or email transmission, shall be the same as personal delivery of an original. At the request of either party, or the Escrow Holder, the parties will confirm facsimile or email transmitted signatures by signing an original document.

18. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this

Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Waivers. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

20. Construction. Captions are solely for the convenience of the parties and are not a part of this Agreement. This Agreement shall not be construed as if one of the parties had prepared it, but rather as if both parties had prepared it. If the date on which Buyer or Seller are required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

21. Time. Time is of the essence of every provision of this Agreement.

22. Force Majeure. Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused). For purposes of this Agreement, the parties agree that the current state of the COVID-19 pandemic does not constitute a force majeure, regardless of any declared state of emergency.

23. Successors. The terms, conditions and covenants contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

24. Applicable Law. This Agreement shall be interpreted and governed by the laws of the State of Washington. The venue of any legal action or claim related to this Agreement shall be in the Superior Court for King County.

25. No Third Party Beneficiary. The parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the parties, and therefore, nothing in this Agreement express or implied shall confer upon any person any right or interest whatsoever, other than directly to the parties and their heirs, executors, personal representatives, successors and assigns.

26. Reservation of Rights and Responsibilities. Except as set forth in this Agreement, Buyer and Seller retain all rights, privileges, obligations and remedies as set forth under applicable federal, state or local laws.

27. Entire Agreement. This Agreement (a) constitutes the sole and only agreement of the parties hereto with respect to the subject matter hereof (b) supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof, and (c) cannot be changed except by their written consent.

28. Counterparts. The parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. A facsimile or electronic mail transmission shall be binding on the party or parties whose signatures appear thereon. If so

executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

29. No Recording of Agreement. Neither party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other.

30. Incorporation of Exhibits. All exhibits hereto and all other documents and instruments referred to herein or in any exhibit or attachments hereto are incorporated by reference as a part of this Agreement. The Exhibit List to this Agreement shall be as follows:

- Exhibit A: Legal Description - Seller's Property
- Exhibit B: Legal Description – Easement Area
- Exhibit C: Easement Use Area Map
- Exhibit D: Easement Agreement – Easement and Restrictive Covenant Agreement for Conservation, Open Space, Recreational Use and Access by the Public
- Exhibit E: Maintenance and Operations Agreement - Memorandum of Agreement for Maintenance and Operations between Seattle Parks and Recreation and Historic Seattle at Beacon Hill Garden House
- Exhibit F: Permitted Exceptions - First American Title Co. Order No. 4209-3526702

Signatures of the Parties to this Agreement are on the following pages.

**BUYER:**

THE CITY OF SEATTLE, A WASHINGTON MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Christopher Williams, Interim Superintendent of Parks and Recreation

STATE OF WASHINGTON           )  
  )           SS  
COUNTY OF KING             )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ Superintendent of Parks and Recreation of The City of Seattle, a Washington municipal corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[SEAL]

(TYPE OR PRINT NAME)  
Notary Public in and for the State  
of Washington, residing at \_\_\_\_\_.  
My Commission expires on \_\_\_\_\_.

**SELLER:**

HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY, a public Development Authority and non-profit corporation of the State of Washington

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY, a public development authority and non-profit corporation of the State of Washington.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[SEAL]

(TYPE OR PRINT NAME)  
Notary Public in and for the State  
of Washington, residing at\_\_\_\_\_  
My Commission expires on \_\_\_\_\_

**Exhibit A**

LEGAL DESCRIPTION – SELLER’S PROPERTY

Real property in the County of King, State of Washington, described as follows:

LOTS 1, 2 AND 3, BLOCK 7, WALKER’S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 6 OF PLATS, PAGE 43, IN KING COUNTY, WASHINGTON.

Tax Parcel ID No. 912299-0345-08



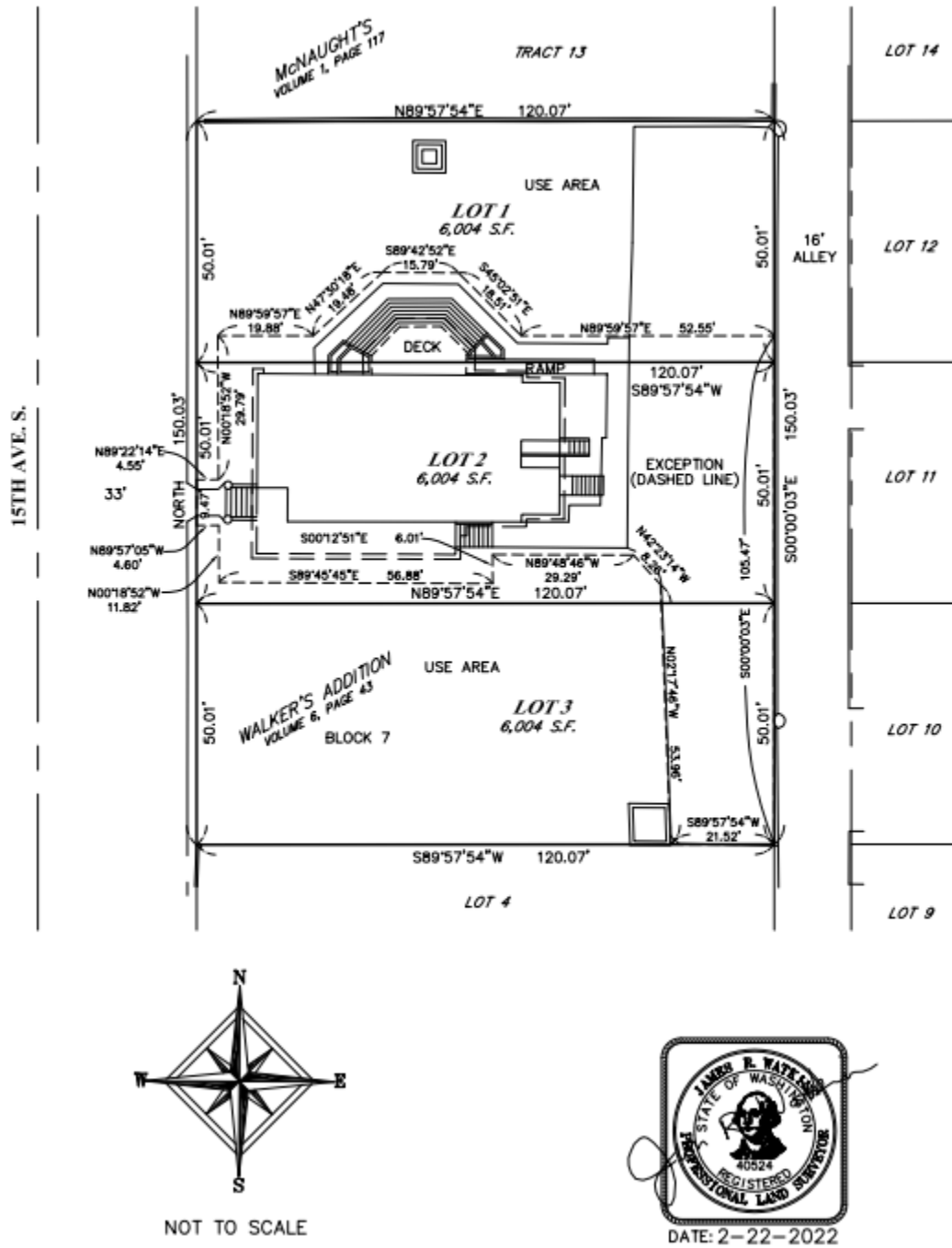
**Exhibit B**

LEGAL DESCRIPTION – EASEMENT AREA

LOTS 1, 2 AND 3, BLOCK 7 OF WALKER'S ADDITION TO THE CITY OF SEATTLE,  
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 43,  
IN KING COUNTY, WASHINGTON;  
EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE  
SOUTHEAST CORNER OF SAID LOT 3;  
THENCE S89°57'54"W ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF  
21.52 FEET; THENCE N02°17'46"W, 53.96 FEET;  
THENCE N42°23'14"W, 8.26 FEET;  
THENCE N89°48'46"W, 29.29 FEET;  
THENCE S00°12'51"E, 6.01 FEET;  
THENCE S89°45'45"E, 56.88 FEET;  
THENCE N00°18'52"W, 11.82 FEET;  
THENCE N89°57'05"W, 4.60 FEET TO THE EAST MARGIN OF 15TH AVENUE SOUTH;  
THENCE NORTH ALONG THE EAST MARGIN OF 15TH AVENUE SOUTH, 9.47 FEET;  
THENCE N89°22'14"E, 4.55 FEET; THENCE N00°18'52"W, 29.79 FEET;  
THENCE N89°59'57"E, 19.88 FEET;  
THENCE N47°30'18"E, 19.48 FEET;  
THENCE S89°42'52"E, 15.79 FEET;  
THENCE S45°02'51"E, 18.51 FEET;  
THENCE N89°59'57"E, 52.55 FEET TO THE WEST MARGIN OF AN ALLEY;  
THENCE S00°00'03"E ALONG THE WEST MARGIN OF AN ALLEY, 105.47 FEET TO  
THE POINT OF BEGINNING.

Exhibit C

EASEMENT USE AREA MAP



**Exhibit D**

EASEMENT AGREEMENT

EASEMENT AND RESTRICTIVE COVENANT AGREEMENT FOR CONSERVATION, OPEN SPACE,  
RECREATIONAL USE AND ACCESS BY THE PUBLIC

After recording return to:

City of Seattle  
Department of Parks and Recreation  
300 Elliott Avenue West; Suite 100  
Seattle, Washington 98119  
Attention: Property Management

**EASEMENT AND RESTRICTIVE COVENANT AGREEMENT FOR CONSERVATION, OPEN  
SPACE, RECREATIONAL USE AND ACCESS BY THE PUBLIC**

GRANTOR: Historic Seattle Preservation and Development Authority, a public development authority  
and Washington nonprofit corporation  
GRANTEE: City of Seattle, a municipal corporation of the State of Washington  
LEGAL DESCRIPTION (abbreviated): Lots 1-3, Blk 7, Walkers Add. To the City of Seattle, Vol. 6, p 43,  
King County  
ASSESSOR'S PARCEL NUMBERS: 912200-0345-08

**EASEMENT AND RESTRICTIVE COVENANT AGREEMENT FOR CONSERVATION, OPEN  
SPACE, RECREATIONAL USE AND ACCESS BY THE PUBLIC**

THIS EASEMENT AND RESTRICTIVE COVENANT AGREEMENT FOR CONSERVATION,  
OPEN SPACE, RECREATIONAL USE AND ACCESS BY THE PUBLIC (this “**Easement Agreement**”) is  
made as of June 2, 2022 (the “**Effective Date**”), by and between Historic Seattle Preservation and  
Development Authority, a public development authority, (“**Grantor**”) and The City of Seattle, a  
Washington municipal corporation (“**City**”).

## RECITALS

A. Grantor is the sole owner in fee simple of certain real property (“Property”) in King County, Washington, more particularly described as:

LOTS 1, 2 AND 3, BLOCK 7, WALKER’S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 6 OF PLATS, PAGE 43, IN KING COUNTY, WASHINGTON.

Tax Parcel ID No. 912299-0345-08

B. The Property’s street address is 2336 15<sup>th</sup> Avenue South, Seattle, WA 98144.

C. The Property possesses open space values of great importance to the people of Seattle.

D. Grantor intends, as owner of the Property, to convey to the City conservation rights and the right for the Public to use the property for park, recreation and open space uses in perpetuity and to create restrictive covenants running with the property related to those purposes.

E. Grantor intends, as owner of the Property, to protect and rehabilitate the house located at 2336 15<sup>th</sup> Avenue South, and work with the community to activate and use the house as an affordable venue for community use and enjoyment.

F. City has full authority to purchase easements as a first-class City of the State of Washington and, additionally, is specifically authorized to acquire easements, development rights and covenants for conservation purposes under RCW 64.04.130.

G. The Public Easement herein conveyed to the City was purchased with King County Conservation Futures Tax Levy funds and is subject to open space use restrictions and restrictions on alienation as specified in RCW §84.34.200, et seq., and King County Code §26.12.005, et seq.

NOW, THEREFORE, for and in consideration of good and valuable consideration, receipt of which is acknowledged, the City and Grantor agree as follows:

### **1. Public Easement.**

1.1. Public Access Easement. Grantor hereby grants, dedicates and conveys to the City, its successors and assigns, as a covenant running with the land, an easement (the “**Public Easement**”) on the portion of the Property more particularly described in Exhibit A attached hereto and depicted in Exhibit B

attached hereto (the “**Easement Area**”) and incorporated by this reference for the purposes described below, subject to the terms and conditions set forth herein, on, over, across and above the surface of the Property.

1.2. Purposes. Subject to the conditions set forth herein, the Public Easement is granted to the City for open space, landscape, recreation, pedestrian and recreational use and access by the public.

1.3 Use of the Easement Area. City will have the right, but not the obligation, to manage and program the Easement Area through its Department of Seattle Parks and Recreation (“SPR”) unless otherwise agreed in writing through such separate agreements that City and Grantor may, from time to time, enter as they deem convenient and advisable regarding the management of the Easement Area consistent with the Public Easement. Unless otherwise provided in such written agreement between City and Grantor consistent with the Public Easement, the public may use the Easement Area to engage in activities allowed in any City-owned park under the City of Seattle Parks Code (Seattle Municipal Code Chapter 18.12). Grantor reserves the right to take such lawful action as Grantor deems necessary or advisable under the circumstances to prevent, respond to, or terminate any activity prohibited by the Parks Code or that otherwise poses a danger, nuisance, or threat of injury or damage to Grantor’s Property, its occupants or invitees, or users of the Public Easement, including without limitation to temporarily close the Easement Area for no longer than twenty-four (24) hours. Grantor will promptly notify City of any temporary closure and, with City’s consent, may extend the temporary closure of the Easement Area if necessary to mitigate or respond to prohibited activity or danger to the public. The Easement Area otherwise will be open to the general public during daylight hours, without charge, during reasonable and predictable hours, for a minimum of eight (8) hours each day of the year (“Public Access Hours”).

1.4. Maintenance and Repair. The Grantor shall provide, at its sole expense, all maintenance and repair services for any improvements to the Easement Area, including the cost of all utilities associated with operation of those improvements.

1.5. Grantor’s Use of the Easement Area. Grantor, its agents, affiliates, designees, and assigns (severally and collectively, “Grantor’s Affiliates”), and their respective invitees, shall have the same rights to use the Easement Area as the general public during Public Access Hours and may also use the Easement Area during hours when it is not open to the general public as described in Subsection 1.3 above. Grantor and Grantor’s Affiliates shall also have the right to reserve and limit public access to the north and/or south portions of the Easement Area from time to time (including, without limitation, during Public Access Hours) so long as such reserved use does not exceed fifteen (15) days per month, nor include more than four (4) weekend days (Saturday or Sunday) or City-recognized public holidays per month. Of these allowed reserved uses, the full Easement Area (north and south portions together) shall not be closed for more than eight days per month. City and Grantor acknowledge and agree that community events open to the general public will not constitute a reserved use or closure as provided herein. City and Grantor may set or modify the procedures (including notice to City and the Public) for Grantor’s Affiliates to reserve portions of the Easement Area or change the frequency of these allowed Grantor uses in a separate written agreement subject to annual review by the Parties.

1.6 No Construction by City in the Easement Area. Nothing herein shall authorize the City to undertake any construction or modification of the Easement Area or install any fixtures, landscaping or improvements in the Easement Area.

## **2. Development Rights.**

Grantor hereby and irrevocably grants, conveys and transfers to City all of the following development rights (collectively, the “Development Rights”) associated with the Easement Area:

- 2.1 The right to subdivide or otherwise segregate the Easement Area.
- 2.2 The right to alter or adjust any boundary lines of or pertaining to the Easement Area.
- 2.3 The right to erect, construct, or place any new structure on the Easement Area.

The Development Rights are hereby severed from Grantor’s fee interest in the Property and transferred to Buyer through the Easement Agreement. Grantor voluntarily relinquishes the Development Rights for all time, notwithstanding any future change that may occur to the zoning of the Easement Area or to other land use laws applicable to the Easement Area. The rights to redevelop the area of the Property outside the Easement Area are not severed and shall remain part of Grantor’s fee interest in the Property. Notwithstanding the foregoing, City shall not exercise any of the Development Rights on the Property without the express written consent of Grantor.

## **3. Restrictive Covenants.**

Grantor hereby grants, dedicates and conveys to the City, its successors and assigns, as a covenant running with the land, an easement. As part of the Easement, Grantor makes the following covenants (collectively, the “Restrictive Covenants”) to the City, its successors and assigns. The Restrictive Covenants shall run with Property and bind Grantor and Grantor’s successors in title for all time:

- 3.1 Grantor shall not attempt to exercise any of the Development Rights relinquished in Section 1 of this Easement Agreement.
- 3.2 Grantor shall not attempt to make any use of the Property that would impair or diminish the functions and values of the Easement Area that comprise the public benefit conferred by this Easement Agreement.
- 3.3 Grantor retains all responsibilities and shall bear all costs and liability of any kind related to ownership, operation, upkeep, and maintenance of the Property, including the Easement Area.
- 3.4 Grantor shall continue to be solely responsible for payment of any applicable taxes and assessments levied against the Property.

**4. Notices.** Notices and other communications under this Easement Agreement shall be in writing and shall be effective when received by personal delivery to the other party, or received via a national overnight delivery service such as FedEx, or received by certified mail, return receipt requested (which receipt shall be deemed to occur five days after mailing), sent by fax with a machine printed or other written confirmation of receipt by the other party, or via electronic mail upon electronic mail reply confirming

receipt, in each case to the address or fax number set forth below, directed to the attention of the person identified. Either party may change the address to which notices may be given by giving notice as above provided.

Grantor:

Historic Seattle Preservation and Development Authority  
1117 Minor Avenue  
Seattle, WA 98101  
Fax: 206-622-1197

City:

Seattle Department of Parks and Recreation  
Manager, Property and Acquisition Services  
300 Elliott Avenue West; Suite 100  
Seattle, WA 98119  
Fax: 206-233-7038

**5. Complete Agreement.** This Easement Agreement (including the Exhibits hereto) is the entire agreement of the City and the Grantor concerning use of the Easement Area, and supersedes all prior or contemporaneous writings or discussions between the City and the Grantor relating to the easements and other obligations provided for herein. This Easement Agreement may not be modified except in writing signed by the City and the Grantor or assigns. This Easement Agreement neither amends nor supersedes any agreements, permits or requirements entered into or imposed by DPD or any other agency or department of the City.

**6. Successors and Assigns.** The terms and provisions of this Easement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and shall be assigned to any successor in interest to Grantor. Upon assignment and assumption of all obligations under this Easement Agreement by the assignee, Grantor shall be released from all obligations under this Easement Agreement.

**7. Record Notice.** This Easement Agreement shall be recorded with the King County Recorder.

**8. Applicable Law.** This Easement Agreement shall be construed and interpreted under the laws of the State of Washington. The parties agree that venue of any action between the parties relating to this Easement Agreement shall be in King County, Washington.

**9. Time of the Essence.** Time is of the essence of this Easement Agreement and the performance of all obligations hereunder.



**10. Warranty and Representation of Authority.** Grantor represents that the person executing this Easement Agreement for Grantor has authority to do so and to bind the Grantor hereunder. All consents, permissions and approvals related to entry into this Easement Agreement, and the obligations hereunder, have been obtained by Grantor. This Easement Agreement is not binding upon the City until accepted by the Superintendent of Parks and Recreation after the date that a Seattle City Council ordinance authorizing the Superintendent of Parks and Recreation to enter into this Easement Agreement is in effect.

**11. Negation of Partnership.** None of the terms or provisions of this Easement Agreement shall be deemed to create a partnership between or among the parties, nor shall it cause them to be considered joint ventures or members of any joint enterprise. No party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

**12. Singular and Plural.** Whenever required by the context of this Easement Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

**13. Severability.** Invalidation of any of the provisions contained in this Easement Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect.

**14. Captions and Capitalized Terms.** The captions preceding the text of each section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Easement Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Easement Agreement.

**15. Non-Waiver.** The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

**16. No Merger of Estates.** This Easement Agreement shall not extinguish or terminate by operation of the doctrine of merger or otherwise due to the existing or future common ownership of any of the real property described herein.

**17. Remedies.** Both Grantor and City acknowledge and agree that damages are not a sufficient remedy for default or breach of obligations by either party under this Easement Agreement. Therefore, an aggrieved party is entitled to seek equitable remedies, including specific performance under this Easement Agreement. Enforcement by the City is at the discretion of the City and any forbearance by the City of exercise its rights under this Agreement shall not be deemed or construed to be a waiver by the City.

*[END OF TEXT ON THIS PAGE]*

**Exhibit List**

Exhibit A: Easement Area Legal Description

Exhibit B: Depiction of Easement Area

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY**, a public development authority and Washington nonprofit corporation

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

Its

**THE CITY OF SEATTLE**, a Washington municipal corporation acting through its Department of Parks and Recreation

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

Its Interim Superintendent

STATE OF WASHINGTON     )  
  : ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of **HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY**, a public development authority and Washington nonprofit corporation, to be the free and voluntary act of such public development authority and Washington nonprofit corporation for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
[Signature of Notary]

\_\_\_\_\_  
[Print Name of Notary]  
Notary Public in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_.  
My commission expires: \_\_\_\_\_.

STATE OF WASHINGTON     )  
   : ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of **Department of Parks and Recreation** of the City of Seattle, a Washington municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
[Signature of Notary]

\_\_\_\_\_  
[Print Name of Notary]  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My commission expires: \_\_\_\_\_.

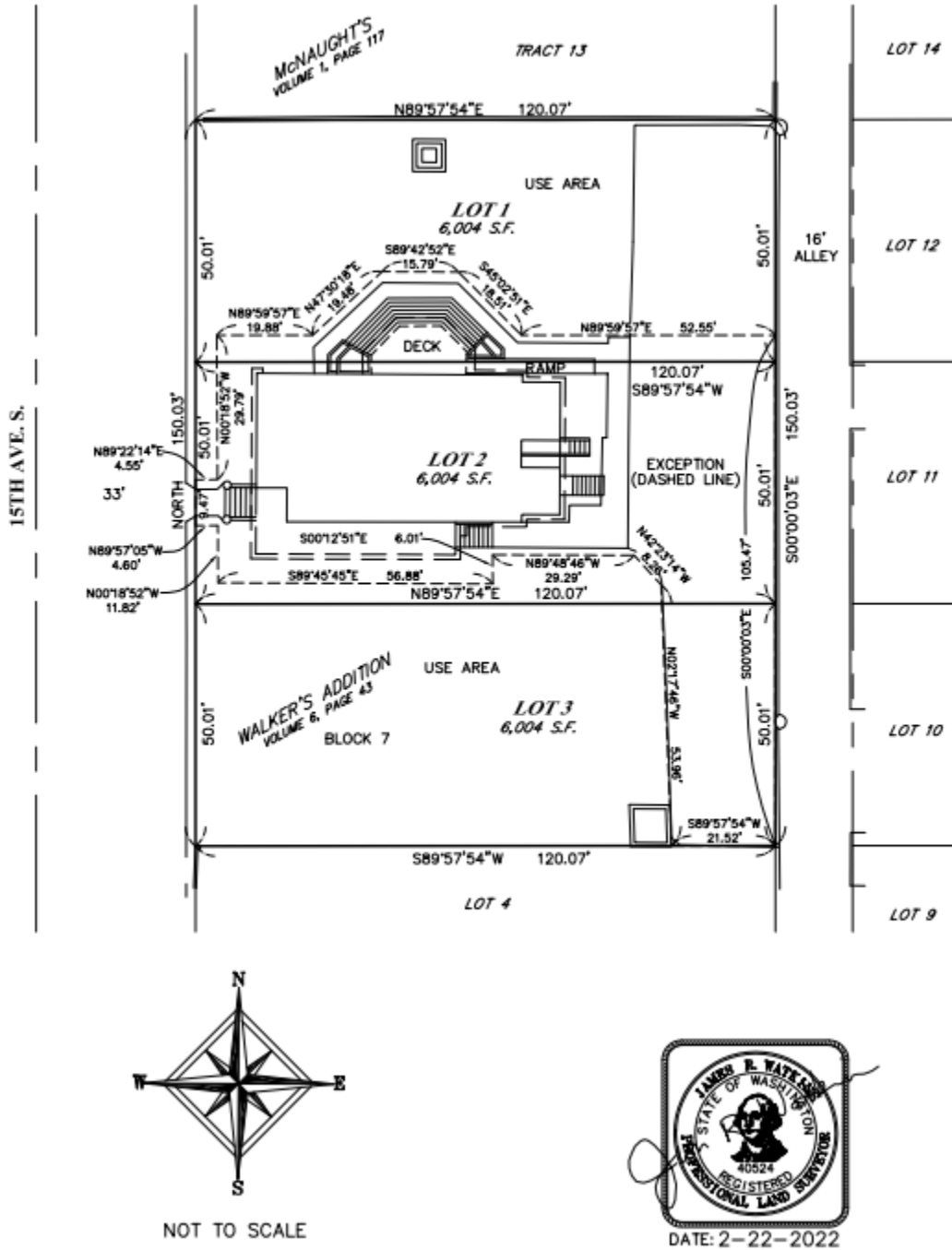
**EXHIBIT A**

**EASEMENT AREA LEGAL DESCRIPTION**

LOTS 1, 2 AND 3, BLOCK 7 OF WALKER'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 43, IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE S89°57'54"W ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 21.52 FEET;  
THENCE N02°17'46"W, 53.96 FEET; THENCE N42°23'14"W, 8.26 FEET;  
THENCE N89°48'46"W, 29.29 FEET;  
THENCE S00°12'51"E, 6.01 FEET; THENCE S89°45'45"E, 56.88 FEET;  
THENCE N00°18'52"W, 11.82 FEET;  
THENCE N89°57'05"W, 4.60 FEET TO THE EAST MARGIN OF 15TH AVENUE SOUTH;  
THENCE NORTH ALONG THE EAST MARGIN OF 15TH AVENUE SOUTH, 9.47 FEET;  
THENCE N89°22'14"E, 4.55 FEET; THENCE N00°18'52"W, 29.79 FEET; THENCE N89°59'57"E, 19.88 FEET; THENCE N47°30'18"E, 19.48 FEET;  
THENCE S89°42'52"E, 15.79 FEET;  
THENCE S45°02'51"E, 18.51 FEET;  
THENCE N89°59'57"E, 52.55 FEET TO THE WEST MARGIN OF AN ALLEY;  
THENCE S00°00'03"E ALONG THE WEST MARGIN OF AN ALLEY, 105.47 FEET TO THE POINT OF BEGINNING

EXHIBIT B  
DEPICTION OF EASEMENT AREA



**Exhibit E**

**MAINTENANCE AND OPERATIONS AGREEMENT**

Memorandum of Agreement between Seattle Parks and Recreation  
And  
Historic Seattle  
Concerning  
The Beacon Hill Garden House

This Memorandum of Agreement for Maintenance and Operations (“**Agreement**”) is entered into, as of the final date of signature hereto (“**Effective Date**”), by and between City of Seattle (“**City**”), a municipal corporation, acting through Seattle Parks and Recreation (“**SPR**”) and its Superintendent, and Historic Seattle Preservation and Development Authority, a public development authority and Washington non-profit corporation (“**Historic Seattle**”), for the purpose of defining a maintenance and operations plan for Historic Seattle property (“**Easement Area**”) encumbered by an Easement and Restrictive Covenant Agreement for Open Space, Recreation Use, and Access by the Public recorded under recording number \_\_\_\_\_ (“**Easement**”) located on the property shared with Beacon Hill Garden House, historically known as the Turner-Koepf House and Garden located at 2336 15<sup>th</sup> Avenue South, Seattle, Washington 98144 (“**Beacon Hill Garden House**”), the legal description of Easement attached hereto as Exhibit A and a depiction of the Easement attached hereto as Exhibit B.

**RECITALS**

WHEREAS, Historic Seattle is a historic preservation-focused public development authority chartered and established by the City of Seattle in 1973; and

WHEREAS, Historic Seattle is the sole owner in fee simple of the Beacon Hill Garden House and wishes to restore, operate, and make access to the grounds around the Beacon Hill Garden House available to, and affordable for, the Seattle community; and

WHEREAS, Historic Seattle is the sole owner in fee simple of certain real property in King County, Washington surrounding the Beacon Hill Garden House; and

WHEREAS, SPR’s Easement requires Historic Seattle to offer public access for park, open space, and recreation uses to the Easement Area; and

WHEREAS, Historic Seattle intends, as owners of the Property, to protect and rehabilitate the Beacon Hill Garden House, and work with the community to activate and use the House as an affordable venue for community use and enjoyment; and

WHEREAS, both parties agree the Easement Area possesses open space and recreation value of great importance to the people of Seattle;

NOW, THEREFORE, in consideration of the mutual promises made herein, Historic Seattle and SPR agree as follows:

1. **Purpose.** The purpose of this Agreement is to memorialize terms and conditions under which Historic Seattle will maintain and operate the Easement Area.
2. **Term.** The term of this Agreement shall commence ninety (90) days from the last of Historic Seattle and SPR to sign this Agreement (“**Effective Date**”) and end five (5) years following the Effective Date (“**Termination Date**”). Prior to the Termination Date, SPR and Historic Seattle will meet in good faith to negotiate a new agreement regarding maintenance and operations of the Easement Area consistent with the Easement. If no new agreement has been mutually executed by the parties prior to the Termination Date, then this Agreement shall continue on a month-to-month basis until such time as a new agreement is executed.
3. **Easement Area.** The Easement Area is that portion of the real property on which the Beacon Hill Garden House is located and which is subject to the Easement. (See Exhibit A for full legal descriptions).
4. **Maintenance Responsibility.** Historic Seattle shall provide, at its sole expense, all maintenance and repair services for the Easement Area, including the cost of all utilities associated with the property. The City shall not be responsible for any maintenance responsibility of Easement Area.
5. **Public Access.** Subject to Historic Seattle’s right to use the Easement Area for private reserved uses as provided below, Historic Seattle shall provide public access seven (7) days per week during daylight hours, during reasonable and predictable hours, for a minimum of eight (8) hours each day of the year (“**Public Access Hours**”). Historic Seattle, itself or through its agents, affiliates, designees, and/or assigns (severally and collectively, “**Affiliates**”) may from time to time reserve and limit public access to the north and/or south portions of the Easement Area during Public Access Hours, for private events, such limitation not to exceed eight (8) hours within any 24-hour period. This reserved use shall occur no more than fifteen (15) days per month, including not more than four (4) days per month on weekend days (Saturday or Sunday) or public holidays recognized by the City. Of these allowed reserved uses, Historic Seattle may only close the full Easement Area (north and south portions together) up to eight (8) days per month. Historic Seattle reserves the right to modify the specified use of the Easement Area to meet the financial requirements outlined within Section 7.2 of this Maintenance and Operations Agreement. Historic Seattle or its Affiliates will provide notice of such uses on its publicly accessible calendar and on-site signage (described in Section 6 below).
6. **Signage and Public Notices.** Historic Seattle shall provide, at its sole expense, signage about public use hours and signage notifying public of private, permitted events that may limit public access. Template signage shall undergo review and prior approval by SPR. SPR review will take no more than 30 calendar days. Additionally, Historic Seattle will provide an electronic publicly accessible calendar of at least a two-week schedule and on-site signage indicating to the Public which areas of the Easement Area are open and closed on each day.



7. **Permitting Process.**

7.1 **Event Permitting.** Historic Seattle, itself or through its Affiliates, will manage permitting and scheduling of activation, programming, concessions, and vending of the Easement Area.

7.2 **Fees and Charges.** Historic Seattle and its Affiliates may charge fees for reserved use of the Easement Area. Determination and administration of fee structure will be the sole responsibility of Historic Seattle and its Affiliates. Historic Seattle's use of the easement area as specified contributes to the economic viability and sustainability of both the Easement Area and Beacon Hill Garden House. Fees and charges will vary and will be dependent upon whether the use of the Easement Area is for a private event or public gathering. A private event will typically be charged at a higher rate than a public gathering. Fees and charges will be set and adjusted from time to time to help to underwrite Historic Seattle's obligations to care for the Easement Area and Beacon Hill Garden House.

7.3 **Protected First Amendment Activities.** Historic Seattle will regulate the permitting of, and maintain responsibility for, all free speech activities and events that may occur on the Easement Area. Historic Seattle will comply with local, state, and federal laws regarding any rules, policies, practices, or actions of Historic Seattle relating to free speech events occurring on the Easement Area. Historic Seattle will follow all City policies, practices, rules, and laws regarding the regulation of speech in City parks.

8. **Reporting.** Historic Seattle shall provide SPR with an annual report with activities, events, and public activities permitted and implemented on the Easement Area, due on January 31<sup>st</sup> of each year during the term.

9. **Temporary Closures for Maintenance.**

9.1 **Planned Maintenance.** Historic Seattle shall provide SPR with 30 days' notice for any planned Easement Area closures for planned maintenance.

9.2 **Unplanned Maintenance.** Historic Seattle shall provide SPR with no later than 24 hours' notice for Easement Area closures for unplanned maintenance related to vandalism, illegal dumping, unauthorized encampments, or any other matter requiring immediate resolution to restore full operations for either public use or Historic Seattle events. No such closure may last longer than 24 hours unless Historic Seattle requests a longer closure and SPR agrees that the unplanned maintenance requires a longer closure. No closure will last longer than is strictly necessary to allow for unplanned maintenance to conclude.

9.3 **Emergency Closure.** Historic Seattle will provide SPR notice as soon as possible but no less than 24 hours unless Historic Seattle must close the Easement Area due to an immediate threat to Historic Seattle's property or the health or safety of the public. This closure may last no longer than 24 hours unless Historic Seattle requests a longer closure and

SPR agrees that the circumstances require a longer closure. No closure will last longer than is strictly necessary to mitigate the threat to property, health, or safety.

**9.4 No Overnight Use.** Historic Seattle shall not allow any camping or overnight sleeping in the Easement Area. If any encampment becomes situated on the Easement Area in violation of this provision, Historic Seattle shall comply with all applicable governmental laws and regulations in remedying the violation.

## **10. Care of Easement Area.**

**10.1 Historic Seattle Obligations.** Historic Seattle shall at its own expense, at all times, keep the Easement Area and areas immediately adjacent thereto, in a neat, clean, safe, and sanitary condition.

If, after SPR provides written notice to Historic Seattle regarding failure to comply with this section, Historic Seattle fails to take good care of the Easement Area, SPR, at its option, may do so at Historic Seattle's expense. In such event, upon receipt of written statements from SPR, Historic Seattle shall promptly pay the entire actual and reasonable cost incurred by SPR. SPR shall have the right to enter the Easement Area for such purposes. SPR shall not be liable for interference with light, air or view rights that Historic Seattle may have or assert.

**10.2 Prohibition against Installation or Integration of Any Fixed and Permanent Work of Visual Art on Easement Area without City's Consent.** City reserves to and for itself the right to approve or disapprove of the installation or integration on or in the Easement Area of any fixed and permanent "work of visual art," as that term is defined in the Visual Artists Rights Act of 1990, as now existing or as later amended, and to approve or disapprove of each and every agreement regarding any such installation or integration. Historic Seattle shall not install on or integrate into, nor permit any other person or entity to install on or integrate into, the Easement Area any such work of fixed and permanent visual art without City's prior, express, written consent. City's consent to the installation of any such artwork may be granted, granted upon one or more conditions, or withheld in City's discretion.

**10.3 Historic Seattle's Indemnification of City against Liability under Visual Artists Rights Act of 1990.** Historic Seattle shall protect, defend, and hold City harmless from and against any and all claims, suits, actions or causes of action, damages and expenses (including attorneys' fees and costs) arising as a consequence of (a) the installation or integration of any work of visual art on or into the Easement Area; or (b) the destruction, distortion, mutilation or other modification of the art work that results by reason of its removal; or (c) any breach of Subsection 10.3 of this Agreement; or (d) any violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended, by Historic Seattle or any of its officers, employees or agents. This indemnification obligation shall exist regardless of whether City or any other person employed by City has knowledge of such installation, integration, or removal or has consented to any such action or is not required to give prior consent to any such action. The indemnification obligation of this subsection shall survive the expiration or early termination of this Agreement.

## 11. Insurance.

11.1. Insurance. Historic Seattle shall procure and maintain at its own expense for the duration of this Agreement appropriate insurance including but not limited to the coverage described below against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of this Agreement hereunder by Historic Seattle or any of its agents, representatives including volunteers, and employees. And Historic Seattle shall ensure that its contractors and subcontractors of all tiers shall maintain in full force and effect during the period outline by the Historic Seattle, minimum types of insurance coverages (applicable to the service provided) with such minimum limits of liability and meeting such general conditions as are set forth below.

11.2. Minimum Coverage and Limits of Liability. Historic Seattle shall, at all times during the term of this Agreement, maintain continuously, at its own expense, minimum insurance coverages and limits of liability as specified below:

A. Commercial General Liability. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering COMMERCIAL GENERAL LIABILITY. \$2,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$4,000,000 aggregate limit.

(i) \$2,000,000 - Each occurrence combined single limit (CSL) bodily injury and property damage.

(ii) \$2,000,000 Products/Completed operations Aggregate.

(iii) \$4,000,000 General Aggregate.

(iv) \$2,000,000 each accident/disease – policy limit/disease

(Such insurance (1) may be evidenced with primary limits or any combination of primary and/or excess/umbrella limits, (2) shall include “The City of Seattle, its officers, elected officials, employees, agents, and volunteers” as additional insureds for primary and non-contributory limits of liability for the full limits of liability available under Historic Seattle’s liability insurance program and contractor and subcontractor liability program, whether such limits are primary, excess, contingent or otherwise.

B. Automobile Liability insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$1,000,000 CSL.

C. Worker’s Compensation for industrial injury to Licensor’s employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

D. Property Insurance. Historic Seattle shall maintain at all times property insurance on all buildings, personal property, improvements and fixtures on an “All Risk” basis in an amount at least equal to the current one hundred percent (100%) replacement cost thereof, as established no less frequently than annually.

11.3. City As Additional Insured. Historic Seattle shall include “The City of Seattle, its officers, elected officials, employees, agents, and volunteers” as additional insureds under CGL and Automobile Liability insurance for primary and non-contributory limits of liability per the ISO CG 20 26 11 85 designated additional insured endorsement or its equivalent.

11.4. No Limitation of Liability. The limits of insurance coverage specified herein in subparagraph 1.A are minimum limits of insurance coverage only and shall not be deemed to limit the liability of Historic Seattle’s insurer except as respects the stated limit of liability of each policy. Where required to be an additional insured, the City of Seattle shall be so for the full limits of insurance coverage required by Licensor, whether such limits are primary, excess, contingent or otherwise. Any limitations of insurance liability shall have no effect on Historic Seattle’s obligation to indemnify the City.

11.5. Changes in Insurance Requirements. The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to Historic Seattle. Should Historic Seattle, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.

11.6. Minimum Security Requirement. All insurers must be rated A- V or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.

11.7. Waiver of Subrogation. Property, CGL, Auto, and Employer’s Liability insurance required to be maintained hereunder shall contain a waiver of subrogation in favor of the City.

11.8. Self-Insurance. Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of Historic Seattle.

11.9. Notice of Cancellation. Evidence of not less than 30 (thirty) days prior written notice of cancellation by insurer shall be provided, except 10 (ten) days as respects cancellation for non-payment of premium.

11.10. Evidence of Coverage. On an annual basis Historic Seattle shall provide certification of insurance acceptable to the City’s SPR department evidencing the minimum coverages and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that the City of Seattle is an additional insured for commercial general liability insurance on a primary and non-contributory basis.

12. **Indemnification; Release.**

**12.1 Historic Seattle's Indemnification.** Except as limited by law or otherwise provided in this section, Historic Seattle shall indemnify, defend (using legal counsel reasonably acceptable to City) and save City, City's officers, agents, employees and contractors harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including City's actual and reasonable personnel and overhead costs and attorneys' fees, and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to, any property arising out of or in connection with (i) Historic Seattle's occupation, use or improvement of the Easement Area, or that of any of its employees, agents, subtenants, or contractors, (ii) Historic Seattle's breach of its obligations hereunder, or (iii) any act or omission of Historic Seattle or any employee, officer, agent, subtenant, Historic Seattle, invitee, assignee or lessee of Historic Seattle, or invitee of any of the same in or about the Easement Area. Historic Seattle's obligation to indemnify the City shall not apply to any claim or liability resulting from the sole negligence of the City or any of its employees, contractors, tenants, or agents, and in the event of joint negligence, Historic Seattle's obligations shall apply to the extent of Historic Seattle's negligence or that of any of Historic Seattle's employees, officers, agents, tenants, licensees, invitees, assignees. Historic Seattle agrees that the foregoing indemnity specifically covers actions brought by its own employees. As a result, the foregoing indemnity is specifically and expressly intended to constitute a waiver of Historic Seattle's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the City and to the extent necessary to provide City with a full and complete indemnity as provided under this section. Historic Seattle shall promptly notify City of casualties or accidents occurring in or about the Easement Area. Historic Seattle's obligation to defend and indemnify the City under this section shall survive the expiration or termination of this Agreement with respect to any claim or liability arising from acts, omissions, occurrences, or events occurring during the term.

**12.2 Historic Seattle's Release of Claims.** Historic Seattle hereby fully and completely waives and releases all claims against City to the extent a loss or damage is covered by insurance for any losses or other damages sustained by Historic Seattle or any person claiming through Historic Seattle resulting from any accident or occurrence in or upon the Easement Area, including but not limited to any defect in or failure of Building equipment; any failure to make repairs; any defect, failure, surge in, or interruption of Building facilities or services; any defect in or failure of Common Areas; broken glass; water leakage; the collapse of any Building component; or any act, omission or negligence of co-tenants, Historic Seattle's or any other persons or occupants of the Building.

**12.3 SPR's Release of Claims.** City hereby fully and completely waives and releases all claims against Historic Seattle to the extent a loss or damage is caused by City's negligence, willful misconduct, or breach of this Agreement.

13. **Assignment.** Except in case of an assignment of this Agreement in connection with the sale of the Property which shall not require City's consent, Historic Seattle shall not assign or transfer any responsibilities or rights associated with this Agreement without the prior written consent of Superintendent (or Superintendent's designee), whose consent shall be given or withheld in his or her sole discretion. The granting of consent to a given transfer of this Agreement shall not

constitute a waiver of the consent requirement as to future transfers. Any assignment or transfer of this Agreement without Superintendent (or designee)'s prior written consent, at the Superintendent (or designee)'s option, shall be void. Each assignment or transfer shall be by an instrument in writing in form satisfactory to Superintendent (or designee). If Historic Seattle is a corporation, then any transfer of this Agreement by merger, consolidation or liquidation, or any direct or indirect change, in the ownership of, or power to vote the majority of, Historic Seattle's outstanding voting stock, shall constitute an assignment for the purposes of this Agreement. If Historic Seattle is a partnership, then a change in general partners in or voting or decision-making control of the partnership shall also constitute an assignment. In the event Historic Seattle elects to sell the Property, Historic Seattle shall provide any such purchaser with a copy of this Agreement.

14. **Eminent Domain.**

**14.1 Taking.** If all of the Easement Area is taken by Eminent Domain, this Agreement shall terminate as of the date Historic Seattle is required to vacate the Easement Area and all Concession Fees and Additional Charges shall be paid to that date. The term “**Eminent Domain**” shall include the taking or damaging of property by, through or under any governmental or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person. If a taking of any part of the Easement Area by Eminent Domain renders the remainder thereof unusable for the business of Historic Seattle, in the reasonable judgment of City, the Agreement may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after City gives Historic Seattle written notice of the taking, and such termination shall be effective as of the date when Historic Seattle is required to vacate the portion of the Easement Area so taken.

**14.2 Award.** Except as otherwise provided below, Historic Seattle reserves all right to the entire damage award or payment for the taking of its interests by Eminent Domain other than the Easement and SPR reserves all right to the entire damage award or payment for the taking of its Easement interest. Historic Seattle, however, shall have the right to claim from the condemning authority all compensation that may be recoverable by Historic Seattle on account of any loss incurred by Historic Seattle in relocating Historic Seattle's business and moving Historic Seattle's merchandise, furniture, trade fixtures and equipment, and the cost of restoring its personal property and improvements made by it to the Easement Area.

15. **Default by Historic Seattle.**

**15.1 Definition.** If Historic Seattle violates, breaches, or fails to keep or perform any material term, provision, covenant, or any obligation of this Agreement; or if Historic Seattle fails to remedy any breach within sixty (60) days of being requested to do so by the Superintendent (or designee); or if Historic Seattle files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for Historic Seattle's assets or if Historic Seattle makes an assignment for the benefit of creditors, or if Historic Seattle is adjudicated insolvent, or becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or liquidated, voluntarily or otherwise; then Historic Seattle shall be deemed in default (“**Default**”).

**15.2 City Remedies.** If Historic Seattle has materially defaulted under this Agreement and such Default continues or has not been remedied to the reasonable satisfaction of the Superintendent (or designee) within thirty (30) days after written notice thereof has been provided to Historic Seattle, then City shall have the following nonexclusive rights and remedies at its option: (i) to cure such default on Historic Seattle's behalf and at Historic Seattle's sole expense and to charge Historic Seattle for all actual and reasonable costs and expenses incurred by City in effecting such cure as an Additional Charge; (ii) to terminate this Agreement. If the nature of Historic Seattle's obligation (other than monetary obligations and other than vacation or abandonment of the Easement Area) is such that more than thirty (30) days is required for performance, then City shall not consider Historic Seattle to be in default if Historic Seattle commences performance within such thirty (30) day period and for as long as Historic Seattle is diligently prosecuting the same to completion. Historic Seattle's abandonment or vacation of the Easement Area shall not be subject to any extension of the thirty (30) day cure period without the express written permission of the Superintendent (or designee).

**15.3 Reentry by City Upon Termination.** Upon the termination of this Agreement, City may to the maximum extent allowed under the Easement reenter the Easement Area, take possession thereof, require Historic Seattle to stop all Permitted Use of the Easement Area, and remove all persons therefrom, for which actions Historic Seattle shall have no claim thereon or hereunder. Historic Seattle shall be liable and shall reimburse City upon demand for all actual and reasonable costs and expenses of every kind and nature incurred in retaking possession of the Easement Area. If City retakes the Easement Area, City shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at any place selected by City, including a public warehouse, at the expense and risk of Historic Seattle. City shall have the right to sell such stored property, after reasonable prior notice to Historic Seattle or such owner(s), after it has been stored for a period of sixty (60) days or more. The proceeds of such sale shall be applied first to the cost of such sale; second, to the payment of the charges for storage, if any; and third, to the payment of any other sums of money that may be due from Historic Seattle to City; the balance, if any, shall be paid to Historic Seattle.

**15.4 Vacation or Abandonment.** If Historic Seattle vacates or abandons the Easement Area in its entirety and fails to reoccupy it within thirty (30) days after City (1) delivers a notice to Historic Seattle's notice address set forth in Section 18.1 below demanding such re-occupancy; and (2) mails by certified or registered mail a copy of the notice to any forwarding address given by Historic Seattle to City in writing, Historic Seattle shall be in default under this Agreement.

**15.5 City's Non-Exclusive Remedies upon Termination due to Default of Historic Seattle.** Notwithstanding any reentry by City and anything to the contrary in this Agreement, in the event of the termination of this Agreement due to the Default of Historic Seattle, the liability of Historic Seattle for all sums due in connection with Historic Seattle's performance of its obligations under this Agreement provided herein shall not be extinguished for the balance of the Term of this Agreement; however, nothing herein shall be construed to require Historic

Seattle to continue to provide maintenance and repair or other services for, or incur any additional costs and expenses pertaining to, the Easement Area beyond the date of termination of this Agreement, other than Historic Seattle's obligations under the Easement. For purposes of illustration, Historic Seattle shall not be obligated to enter into any new service contracts or renew its existing contracts, and shall be required only to pay the sums due under the contracts in force at the time of termination.

16. **SPR's Remedies Cumulative; Waiver.** SPR's rights and remedies hereunder are not exclusive, but cumulative, and SPR's exercise of any right or remedy due to a default or breach by Historic Seattle shall not be deemed a waiver of, or alter, affect or prejudice any other right or remedy that City may have under this Agreement or by law or in equity. Neither any act or omission of City at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Agreement shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive SPR of its right to cancel or forfeit this Agreement, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as to estop City at any future time from promptly exercising any other option, right or remedy that it may have under any term or provision of this Agreement.
17. **Access by SPR.** SPR and its agents shall have the right to enter the Easement Area at any reasonable time to examine the same if Historic Seattle is not personally present to permit entry and an entry is necessary in an emergency, City may enter the same by master key or may forcibly enter the same, without rendering City liable therefor, except in the event of City's gross negligence or intentional misconduct. Nothing contained herein shall be construed to impose upon City any duty of repair or other obligation not specifically stated in this Agreement.
18. **Notices.** Any notice, demand, or request required hereunder, with the exception of notice requirements under Section 9 herein, shall be given in writing to the party's address set forth in Subsection 18.1 hereof by any of the following means: (a) personal service; (b) commercial or legal courier; or (c) registered or certified, first class mail, postage prepaid, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as above provided. Notices shall be deemed to have been given upon the actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgment of receipt, or the courier's receipt, except in the event of attempted delivery during the recipient's normal business hours at the proper address by an agent of a party or by commercial or legal courier or the U.S. Postal Service but refused acceptance, in which case notice shall be deemed to have been given upon the day of attempted delivery, as evidenced by the messenger's affidavit of inability to deliver stating the time, date, place and manner in which such delivery was attempted and the manner in which such delivery was refused, or on the day immediately following deposit with such courier or, if sent pursuant to Section 18.(c), forty-eight (48) hours following deposit in the U.S. mail. Notwithstanding anything to the contrary, the notice requirements described in Section 9 shall be deemed satisfied if the applicable notice is delivered via email from Historic Seattle to such SPR personnel as SPR designates in writing.



18.1 Notice Addresses.

Historic Seattle:

Historic Seattle PDA  
1117 Minor Avenue  
Seattle, WA 98101

City:

Seattle Department of Parks and Recreation  
Manager, Property and Acquisition Services  
300 Elliott Avenue West, Suite 100  
Seattle, WA 98119

19. **Successors or Assigns.** All of the terms, conditions, covenants and agreements of this Agreement shall extend to and be binding upon SPR, Historic Seattle, and, subject to the terms of Section 13, their respective heirs, administrators, executors, successors and permitted assigns, and upon any person or persons coming into ownership or possession of any interest in the Easement Area by operation of law or otherwise.
20. **No Partnership.** The City shall in no event be construed to be a partner, associate, or joint venturer of the Historic Seattle or any party associated with the Historic Seattle. The Historic Seattle shall not create any obligation or responsibility on behalf of the City or bind the City in any manner.
21. **Authority and Liability.** Historic Seattle warrants that this Agreement has been duly authorized, executed and delivered by Historic Seattle, and that Historic Seattle has the requisite power and authority to enter into this Agreement and perform its obligations hereunder. Historic Seattle covenants to provide City with evidence of its authority and the authorization of this Agreement upon request. All persons and entities named as Historic Seattle herein shall be jointly and severally liable for Historic Seattle's liabilities, covenants and agreements under this Agreement.
22. **Partial Invalidity.** If any court determines that any provision of this Agreement or the application hereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement, or application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
23. **Force Majeure.** Neither SPR nor Historic Seattle shall be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to any cause beyond its reasonable control, including, but not limited to, an act of Nature, act of civil or military authority, fire, flood, windstorm, earthquake, strike or labor disturbance, civil commotion, delay in transportation, governmental delay, or war.

24. **Counterparts.** This parties may execute this Agreement in counterparts, which, taken together, constitute the entire Agreement.
25. **Headings.** The section headings used in this Agreement are used for purposes of convenience and do not alter in any manner the content of the sections.
26. **Context.** Whenever appropriate from the context, the use of any gender shall include any other or all genders, and the singular shall include the plural, and the plural shall include the singular.
27. **Execution by City and Historic Seattle; Effective Date.** Neither SPR nor Historic Seattle shall be deemed to have made an offer to the other party by furnishing the other party with a copy of this Agreement with particulars inserted. No contractual or other rights shall exist or be created between City and Historic Seattle until all parties hereto have executed this Agreement. This Agreement shall become effective on the Effective Date.
28. **Time of Essence; Time Calculation Method.** Time is of the essence with respect to this Agreement. Except as otherwise specifically provided, any reference in this Agreement to the word “day” means a “calendar day”; provided, however, that if the final day for any action required hereunder is a Saturday, Sunday or City holiday, such action shall not be required until the next succeeding day that is not a Saturday, Sunday or City holiday. Any reference in this Agreement to the word “month” means “calendar month.”
29. **Standards.** Historic Seattle recognizes that, although it is operating its facilities as an independent operator, SPR is organized and exists for the purpose of maintaining park and recreation facilities for the use and enjoyment of the general public. With respect to the Easement Area, Historic Seattle, its agents and employees, will devote their efforts toward rendering courteous service to the public as though they were employees of the City, with a view of adding to the enjoyment of the patrons of this recreational facility.
- Historic Seattle shall operate and conduct the facilities on the Easement Area in a businesslike manner, and will not permit any conduct on the part of Historic Seattle’s employees which would be detrimental to the public’s enjoyment of the Easement Area for park, open space, and recreation use.
30. **Miscellaneous.**

30.1 **Entire Agreement.** This Agreement and the Exhibits attached hereto, and by this reference incorporated herein, set forth the entire Agreement of City and Historic Seattle concerning the Easement Area, and there are no other agreements or understanding, oral or written, between SPR and Historic Seattle concerning the Easement Area, other than the Easement to which this Agreement applies. Any subsequent modification or amendment of this Agreement shall be binding upon City and Historic Seattle only if reduced to writing and signed by them.

**30.2 Applicable Law; Venue and Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington and any dispute shall be finally resolved by King County Superior Court.

**30.3 Negotiated Agreement.** The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

SIGNATURES ON THE FOLLOWING PAGES

THE CITY OF SEATTLE, A Washington Municipal Corporation acting through Seattle Parks and Recreation

By: \_\_\_\_\_  
\_\_\_\_\_, I \_\_\_\_\_

STATE OF WASHINGTON )  
 )  
 ) SS  
COUNTY OF KING )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ Superintendent of SPR and Recreation of The City of Seattle, a Washington municipal corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

(TYPE OR PRINT NAME)

Notary Public in and for the State  
of Washington, residing at \_\_\_\_\_.  
My Commission expires on \_\_\_\_\_.

**HISTORIC SEATTLE:**

HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY, a public  
Development Authority and non-profit corporation of the State of Washington

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

Name: \_\_\_\_\_

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

STATE OF WASHINGTON )

) ss

COUNTY OF KING )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary  
Public in and for the State of Washington, duly commissioned and sworn, personally appeared  
\_\_\_\_\_, the \_\_\_\_\_ of HISTORIC SEATTLE PRESERVATION AND  
DEVELOPMENT AUTHORITY, a public development authority and non-profit corporation of the  
State of Washington.

.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above  
written.

\_\_\_\_\_

\_\_\_\_\_

(TYPE OR PRINT NAME)

[SEAL]

Notary Public in and for the State  
of Washington, residing at \_\_\_\_\_.  
My Commission expires on \_\_\_\_\_

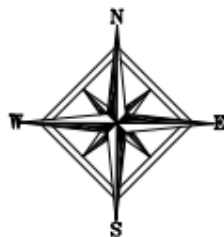
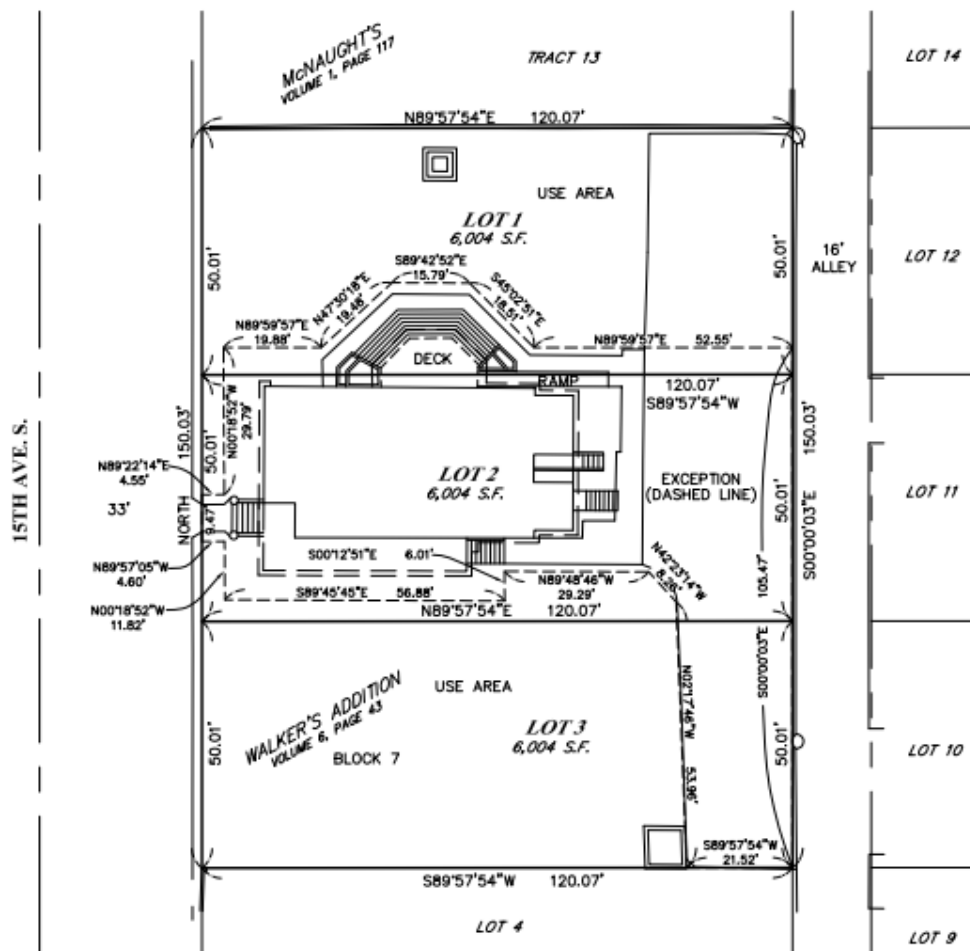
**EXHIBIT A**

**EASEMENT AREA LEGAL DESCRIPTION**

LOTS 1, 2 AND 3, BLOCK 7 OF WALKER'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 43, IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE S89°57'54"W ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 21.52 FEET;  
THENCE N02°17'46"W, 53.96 FEET; THENCE N42°23'14"W, 8.26 FEET;  
THENCE N89°48'46"W, 29.29 FEET;  
THENCE S00°12'51"E, 6.01 FEET; THENCE S89°45'45"E, 56.88 FEET;  
THENCE N00°18'52"W, 11.82 FEET;  
THENCE N89°57'05"W, 4.60 FEET TO THE EAST MARGIN OF 15TH AVENUE SOUTH;  
THENCE NORTH ALONG THE EAST MARGIN OF 15TH AVENUE SOUTH, 9.47 FEET;  
THENCE N89°22'14"E, 4.55 FEET; THENCE N00°18'52"W, 29.79 FEET; THENCE N89°59'57"E, 19.88 FEET; THENCE N47°30'18"E, 19.48 FEET;  
THENCE S89°42'52"E, 15.79 FEET;  
THENCE S45°02'51"E, 18.51 FEET;  
THENCE N89°59'57"E, 52.55 FEET TO THE WEST MARGIN OF AN ALLEY;  
THENCE S00°00'03"E ALONG THE WEST MARGIN OF AN ALLEY, 105.47 FEET TO THE POINT OF BEGINNING.

EXHIBIT B  
DEPICTION OF EASEMENT AREA



NOT TO SCALE



DATE: 2-22-2022

**Exhibit F**

PERMITTED EXCEPTIONS – First American Title Co. Order No. 4209-3526702

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the Public Records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
15. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat of Walder's Addition to the City of Seattle recorded in Volume 6 of Plats, Page(s) 43.
16. Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording Number 20181217900006.



## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Parks and Recreation	Lise Ward/733-9106	Justin Hellier/327.5684

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to Seattle Parks and Recreation (SPR); authorizing the acquisition of a Conservation and Recreation Easement at the Turner-Koepp House and Garden, commonly known as the Garden House, located at 2336 15th Avenue South; authorizing acceptance of a recording of the Conservation and Recreation Easement for open space, park, and recreation purposes; and ratifying and confirming certain prior acts.

#### **Summary and background of the Legislation:**

For decades, the Garden House, previously owned by the Washington State Federation of Garden Clubs, served as a hub for community activities. In October 2018, the Garden House was placed on the market for sale. Although Historic Seattle PDA made an offer to purchase the property, the owner sold the property to a private party. The development and use plans of the private party never materialized and the property remained vacant since it was purchased. The property was up-zoned from single-family to multi-family zoning and there was a threat that the open space around the building could be consumed by new development.

Historic Seattle PDA utilized its existing line of credit to purchase the property on December 23, 2021 as the owner did not want to wait any longer before placing the property on the market. Historic Seattle PDA has developed and is executing a community engagement plan that provides the neighborhood an opportunity to create a vision, mission and program for the property centered on community use, enjoyment, and need. The publicly accessible site and community-focused use of the house will be owned and operated by Historic Seattle PDA as a unified and complimentary whole. The Garden House will return to its longtime use as a community-focused oasis in the middle of a rapidly changing city and for the benefit of Beacon Hill, a neighborhood experiencing rampant gentrification. Historic Seattle PDA will lease the property to a master tenant that will be responsible for operations and curate the property's community-focused use. The house will offer office space for tenants and rental rooms to be used for classes, programming, meetings, exhibits, and performances. The grounds will be available for passive recreation, park/open space enjoyment, historic interpretation, and other uses that complement the needs of the community.

The City of Seattle is utilizing Park District and King County Conservation Futures (CFT) funding (whose application was initiated by Historic Seattle PDA) to purchase the Conservation and Recreation Easement from Historic Seattle PDA and which will allow Historic Seattle PDA to pay its line of credit. As a result of this transaction, the City of Seattle will facilitate a project providing much needed indoor and outdoor space for neighborhood enjoyment and use without any ongoing financial support and underwriting by the City of Seattle.

## 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

The subject property will be acquired with existing appropriation from the Park Fund 19710 and CFT grant revenues approved by interlocal agreement.

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

SPR will incur one-time, pro-rata real estate closing costs; however, per the terms of the Maintenance and Operations Agreement between SPR and Historic Seattle PDA, Historic Seattle PDA will be responsible for all future maintenance, capital improvements, insurance, and operating costs.

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

Since Historic Seattle PDA utilized its existing line of credit to purchase the property in Q4 2021, if the City does not acquire the easement, Historic Seattle PDA will default on its line of credit and will be forced to sell the property. A sale of the property would eliminate the opportunity for the City of Seattle to provide much needed, and now community expected, publicly accessible open space in the Beacon Hill neighborhood.

## 4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?  
No.
- b. Is a public hearing required for this legislation?  
No.
- c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?  
No.
- d. Does this legislation affect a piece of property?  
Yes, see Summary Exhibit A – Site Map
- e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?  
This legislation will provide a park site, without any future City of Seattle expense and/or subsidy, that will benefit an underserved community. The park site will also be used to

complement and support the community-focused operations of the Garden House. The entire property, including house and park, will be operated by Historic Seattle PDA.

**f. Climate Change Implications**

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

This legislation will decrease carbon emissions in a material way. The National Trust for Historic Preservation highlights in a 2016 study, that “it takes between 10 and 80 years for a new building that is 30 percent more efficient than an average-performing existing building to overcome, through efficient operations, the negative climate change impacts related to the construction process.” In other words, when faced with the possibility of demolition of the Garden House, Carl Elefante, former President of the American Institute of Architects said, “The greenest building is one that already exists.”

**2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle’s resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

This action will increase Seattle’s resiliency to climate change in a material way. In fact, the City’s purchase the Conservation and Recreation Easement will have a multiplier effect. The purchase of the Conservation and Recreation Easement to save the open space will help to sequester carbon and reduce heat island effects. The purchase is also critically important to Historic Seattle PDA as it saves and reuses the house, thereby eliminating approximately 540 cubic yards of construction debris from being generated and taken to the landfill.

**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)?**

Historic Seattle PDA is executing its community engagement plan and is receiving feedback from the neighborhood on desired uses for the house and grounds. Through this community engagement process, Historic Seattle PDA will identify a tenant(s) to curate on-site programming. As stated by Historic Seattle PDA, the prospective tenant(s) must:

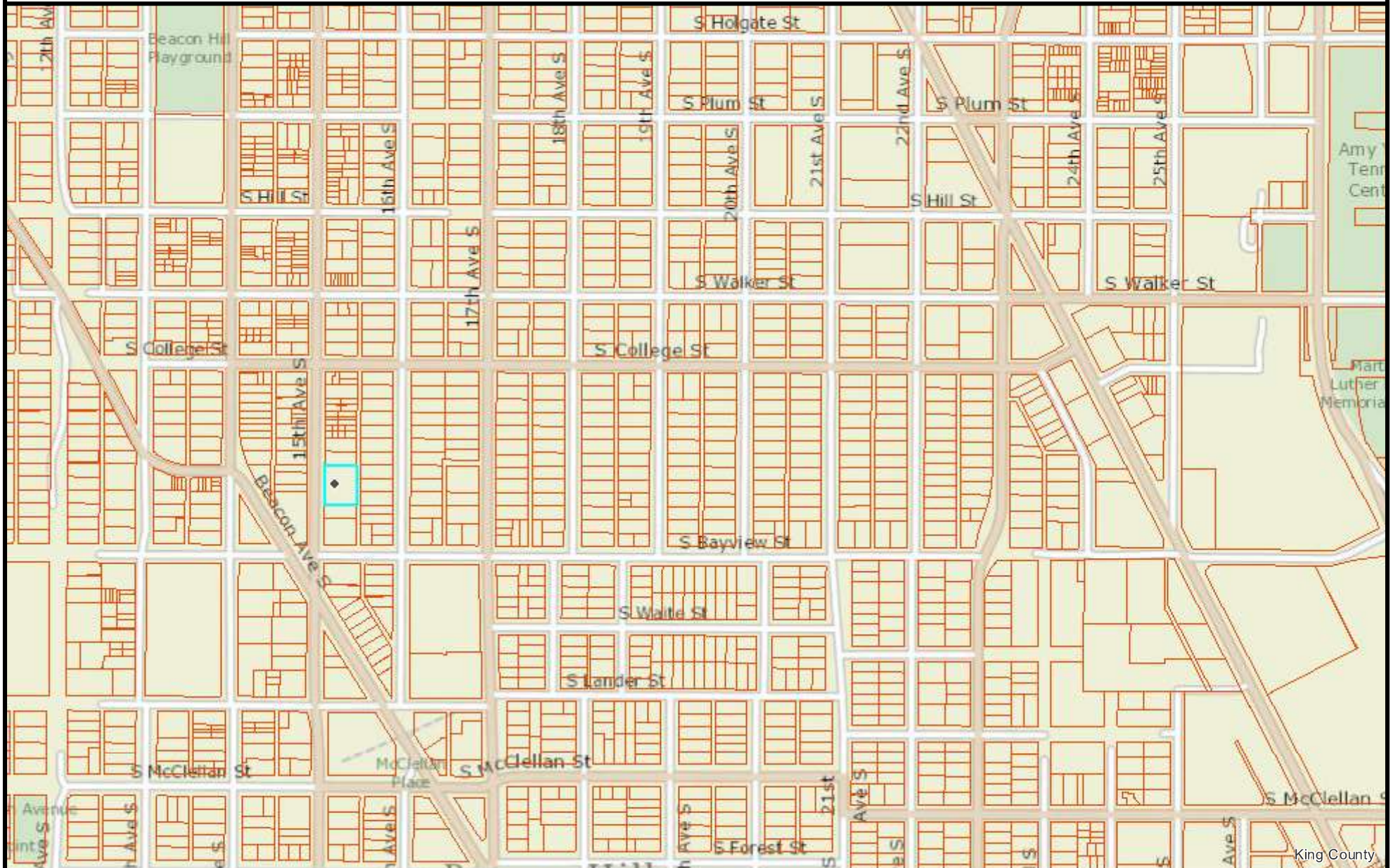
- demonstrate a history of curating community-focused activities,
- demonstrate an ability to pay rent,
- manage and maintain indoor and outdoor, community-focused space,
- provide access for a wide variety of community interests and uses, applying a lens of diversity, equity, inclusion, and accessibility.

In other words, the City’s purchase of a Conservation and Recreation Easement will run with the property in perpetuity and that reduction of development pressure will empower and allow Historic Seattle PDA to work with community to develop and enjoy much needed open space, and a community-centered facility within a historically important structure, all without the need for any future financial commitment from the City.

**List attachments/exhibits below:**

Summary Exhibit A - Property Maps

## King County iMap



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 6/29/2021

Notes:



King County



# King County iMap



King County, EagleView Technologies, Inc.



# King County



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change. No warranty, express or implied, is made by King County as to the accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Notes:

Date: 6/29/2021



# Third Avenue Vision

September 7<sup>th</sup>, 2022

Office of Councilmember Andrew J. Lewis



City of Seattle **67**

# Vision Project

- The problem: Third Avenue faces many challenges, however, from public safety concerns and bus congestion to limited sidewalk space, inadequate retail options and a general lack of stewardship.
- The goal: Third Avenue should be an iconic transit and pedestrian corridor with an enhanced level of maintenance and care that reflects a thoughtful approval to transit, increases spaces for pedestrians and people waiting for buses, and is activated by businesses and programming that activates the space to its fullest potential.
- The solution: In 2019, DSA led a group of nearly 70 business and property owners, residents, government staff and other stakeholders to develop a long-term vision for the future of Third Avenue. DSA hired consultants ZGF Architects, Fehr & Peers and ELS to provide expertise on solutions for urban design, transportation, retail, parks and management.





# How we got there

- Many partners came together to craft this collective vision, including government agency staff, businesses, residents, and property owners.
- The work was funded and completed by Downtown Seattle Association (DSA) in collaboration with the Downtown Transportation Alliance and advisory input from the Third Avenue Vision Task Force and the inter-agency Third Avenue Quick Wins Task Force.
- During the process, DSA studied how peer cities around the nation adapted their bus streets into efficient and welcoming transit facilities. This work culminated with the release of the Third Avenue Vision, which proposes four future transportation options converting Third Avenue to a two or three-lane transitway optimizing bus volumes and maximizing ridership, expanding sidewalk space for pedestrians and allowing businesses to offer sidewalk cafes, window shopping, and pleasant dining experiences.

## Pedestrian Analysis 2

### Existing condition where there is a bus stop / bus waiting

On certain parts of Third Avenue, the effective pedestrian through-zone is as little as 5'-7' at peak hour, creating discomfort for many pedestrians. Crowds of waiting

transit passengers and groups of stationary pedestrians around certain storefronts constrain the walking zone. These conditions contribute to a dysfunctional pedestrian environment.



## Pedestrian Alternative 2

### Proposed condition with a transit shuttle and hub

This shows how even greater sidewalk space could create optimum functional zones within a 33' width. This condition would be associated with two bus lanes

on Third Avenue (transit shuttle and hub concept). This sidewalk width is similar to successful transit streets in other cities.



# Pedestrian Alternative 1

## Proposed condition with a compact transitway or a Couplet

This shows how extra sidewalk width and better design organization can accommodate all activities.

This condition would be associated with three bus lanes on Third Avenue. Note the available merchant zone space.

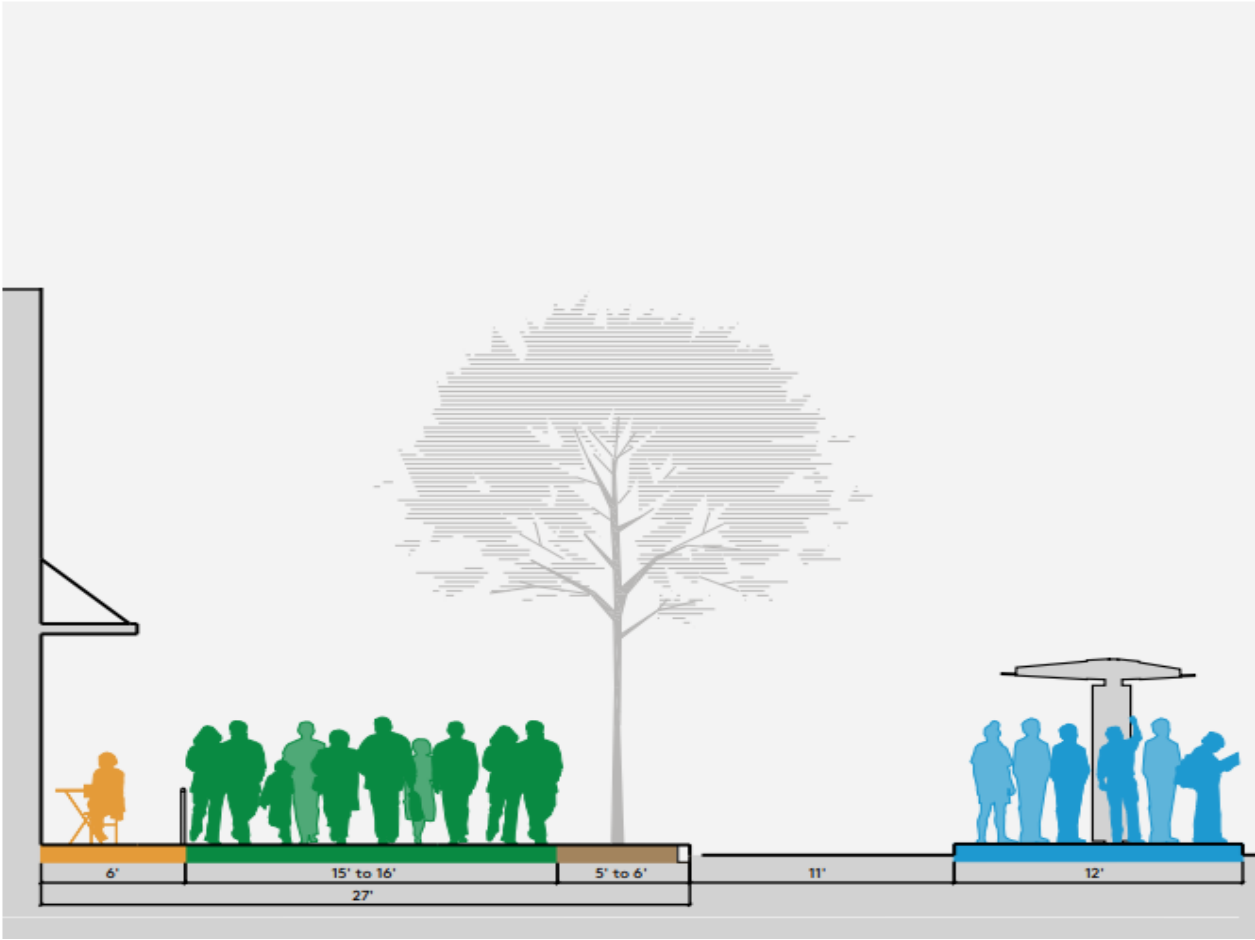


# Pedestrian Alternative 3

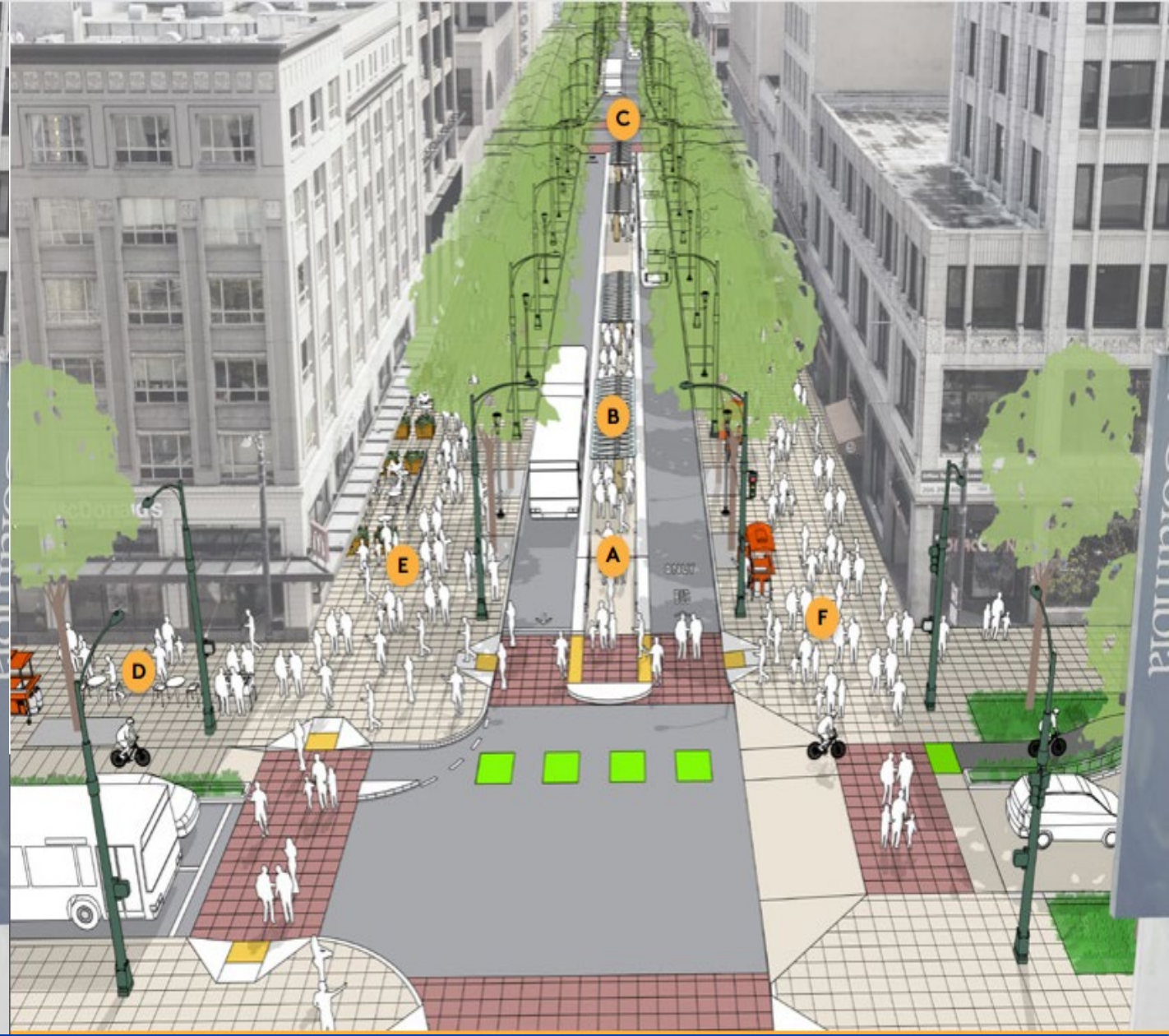
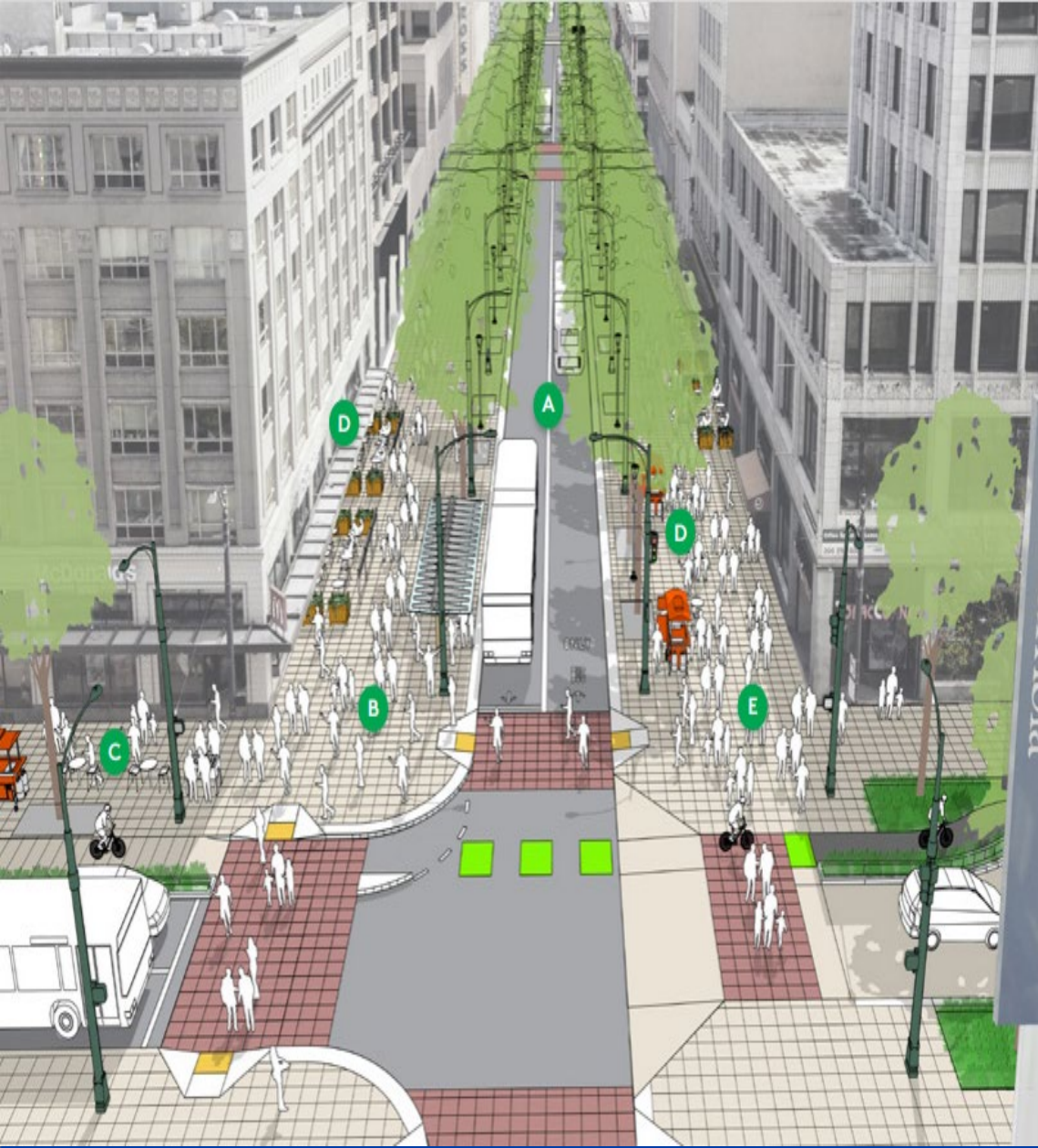
## Proposed condition with a median transitway

This diagram shows how creating a transit boarding zone in a center median would give more space to pedestrians and create a clear zone

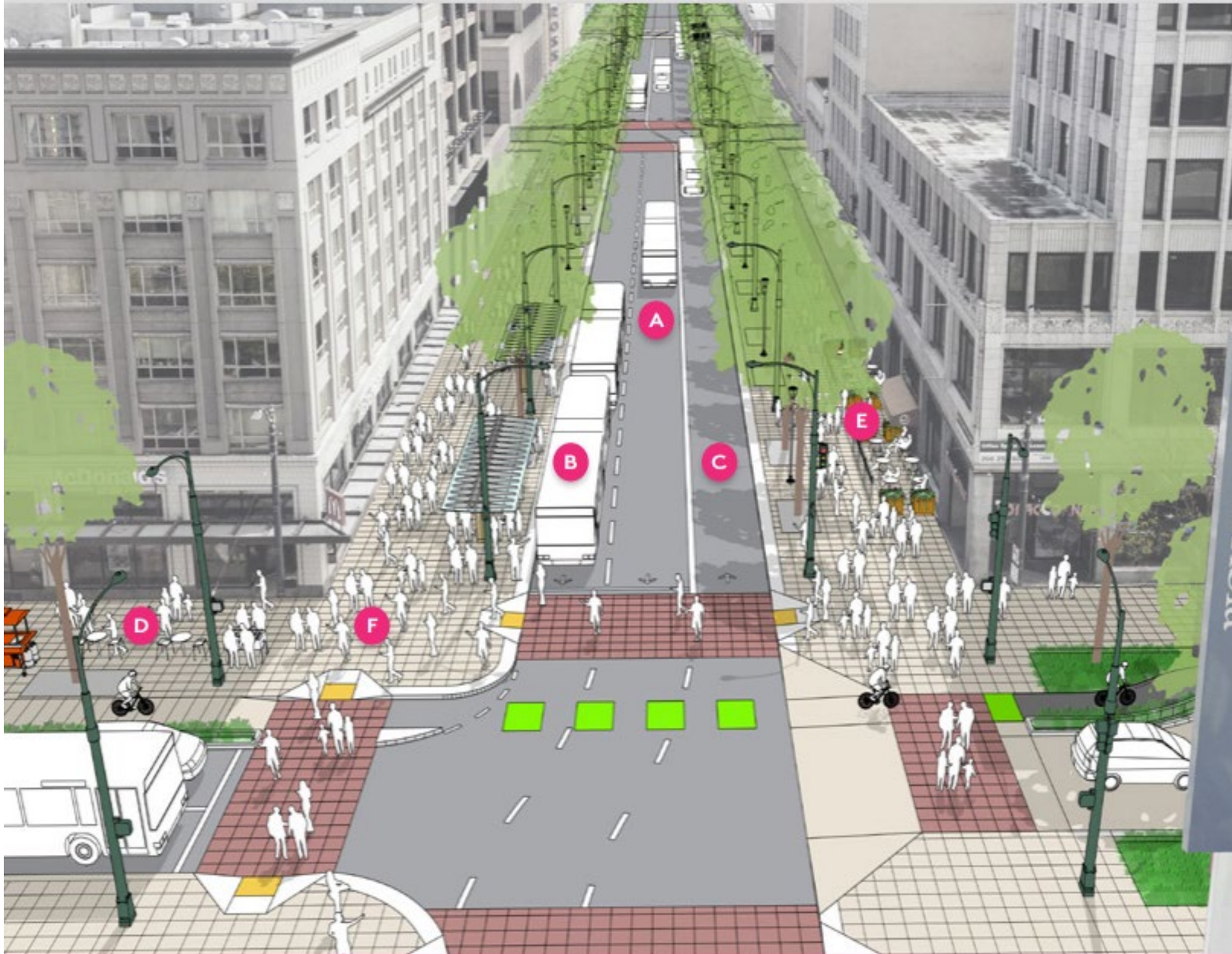
for people to walk. This scheme also means that people waiting for buses will not be covering storefront windows or blocking building entrances.











# Questions?





## Legislation Text

---

**File #:** Res 32067, **Version:** 1

---

### CITY OF SEATTLE

#### RESOLUTION \_\_\_\_\_

A RESOLUTION endorsing the goals of the Downtown Seattle Association's Third Avenue Vision; and stating the intent of The City of Seattle to work collaboratively with the Downtown Seattle Association, King County Metro, and Sound Transit to pursue improvements to Third Avenue in Downtown Seattle.

WHEREAS, Third Avenue is a critical transit corridor through Downtown Seattle, carrying approximately

52,000 transit riders per day; and

WHEREAS, the high volume of transit on Third Avenue has impacted the pedestrian experience and, indirectly,

the viability of adjacent businesses; and

WHEREAS, in 2019, the Downtown Seattle Association convened Third Avenue stakeholders to develop a

vision for Third Avenue that maintains transit capacity while serving the diverse needs of pedestrians,

business owners, and residents; and

WHEREAS, the Downtown Seattle Association subsequently released the "Third Avenue Vision - A Road of

Possibilities" report to explore options for reconfiguring transit use of Third Avenue and providing more opportunities for pedestrians, sidewalk cafes, retail, and other street uses; and

WHEREAS, the Third Avenue Vision can be a catalyst for a robust new transit, economic development, and

open space plan for Third Avenue; and

WHEREAS, a vibrant Third Avenue is compatible with the City's vision for Pike Street, Pine Street, and

improved connections to the Seattle Waterfront; and

WHEREAS, other cities, including Denver, Minneapolis, Portland, and Vancouver, British Columbia have

shown that key transit streets can be improved for the benefit of pedestrians and transit; and

WHEREAS, making improvements to Third Avenue will require partnership and collaboration with regional

entities including King County Metro and Sound Transit; and

WHEREAS, the City Council wishes to direct City Departments to support the Third Avenue Vision; NOW,

THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR  
CONCURRING, THAT:**

Section 1. The City of Seattle endorses the goals of the Downtown Seattle Association's Third Avenue Vision - A Road of Possibilities, a copy of which is included as Attachment A to this resolution.

Section 2. The City Council requests that the Office of Planning and Community Development, Seattle Department of Transportation, and the Seattle Office of Economic Development work with the Downtown Seattle Association, King County Metro, and Sound Transit to convene a task force to:

- A. Develop a work plan to refine the alternatives for Third Avenue with the goal of providing a final plan for Third Avenue,
- B. Prepare a budget to fund the design of a final configuration of Third Avenue,
- C. Identify short-term changes that can improve the pedestrian environment along Third Avenue,
- D. Develop consensus around a preferred final configuration for Third Avenue, and
- E. Seek funding for implementing the final configuration for Third Avenue.

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and signed by  
me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

The Mayor concurred the \_\_\_\_\_ day of \_\_\_\_\_, 2022.



---

Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

Attachment A - Third Avenue Vision - A Road of Possibilities



Downtown  
Seattle  
Association

# Third Avenue Vision

A Road of Possibilities



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**A Letter from the Third Avenue Task Force Co-Chairs:**

Tens of thousands of people travel Third Avenue every day. They rely on it to get to work, meet friends and colleagues, shop in downtown, attend doctors appointments and visit cultural venues.

Very few of us choose to spend any free time on Third Avenue, though. The sheer number of vehicles, weaving traffic and bleak pedestrian environment discourage recreational activity.

We believe there is a better way. We can move more people faster along this central transit corridor without sacrificing the pedestrian or rider experience. Seattle is a world-class city, and we can build the Third Avenue it deserves.

That’s why DSA championed a year-long visioning process to determine four design scenarios reimagining a thriving, vibrant Third Avenue. Over the course of this project, we convened hundreds of stakeholders, engaged building owners, businesses, residents, elected leaders and government agencies.

We explored a variety of solutions for transportation, urban design and management. We also examined ways the private sector can contribute through retail uses and storefront repairs, and where public-private partnerships could play a role in public space activation and enhanced maintenance.

This report details our research and extensive discussions. Each of the four scenarios are outlined, showcasing their streetscape features, transportation strategies and collective advantages and disadvantages.

We are proud to offer this vision for a flourishing Third Avenue and believe it delivers on Seattle’s promise to be an equitable, welcoming and modern city. We invite you to join our coalition, make your voice heard and shape the future of Third Avenue.

*Thank you,*



**Kathy O’Kelley**  
*Hines*  
*VP of Property Management*

**Sabrina Villanueva**  
*Clise Properties Inc*  
*Property Manager*

**This vision was completed in collaboration with:**



“ Third Avenue is the hardest working transit street in the nation. By aligning our public and private partners on a shared vision, we’re aiming to turn this critical corridor running through the heart of downtown into a vibrant urban experience, befitting our great city. ”

**Jon Scholes**  
*Downtown Seattle Association*  
*President & CEO*





# Setting the Stage



In 2018, Third Avenue carried approximately 52,000 transit riders per day.

Seattle, Washington ▼



**THE GATEWAY TO DOWNTOWN SEATTLE**

Third Avenue is a critical north-south transportation route in downtown Seattle. It is a busy gateway to downtown, carrying approximately 52,000 transit riders per day. For a variety of reasons, significant sections of the corridor feel unwelcoming and unsafe. Over the past decade, several planning efforts have yielded incremental improvements, but the underlying challenges remain the same.

**UNPRECEDENTED GROWTH**

Meanwhile, Seattle leads the country in population growth and development activity. In 2016, the Seattle City Council adopted a Comprehensive Plan that estimated Seattle’s 2016 population of 686,800 would grow by 120,000 over the next 20 years. In fact, actual growth trends have shattered expectations as Seattle has added approximately one-third of those estimated new residents in just the past two years. At the current growth rate, Seattle will reach its 2035 growth estimate by 2022 – that’s 13 years ahead of schedule. And in 2018, for the third year in a row, Seattle had more cranes than any other city in the nation (65 total). That’s 25 more than second place, Chicago.



Seattle, Washington ▼

At the current growth rate, Seattle will reach its 2035 growth estimate by 2022 – that’s 13 years ahead of schedule. This impacts transit riders and congestion on Third Avenue.

Understanding the implications of growth on mobility, DSA, along with the Downtown Transportation Alliance and partners at the City of Seattle, King County and Sound Transit, founded Commute Seattle to work with local businesses to encourage would-be car commuters to use more efficient means of transportation. Since Commute Seattle was founded in 2005, drive-alone car trips are down, and Seattle leads the nation in transit ridership. In 2017, Seattle logged more new transit trips per capita than any other city (2.5 million total) and grew transit ridership by a rate of 2.3 percent. Today, even as record numbers of workers come into downtown each day from around the region, only 25 percent of them commute alone by car.





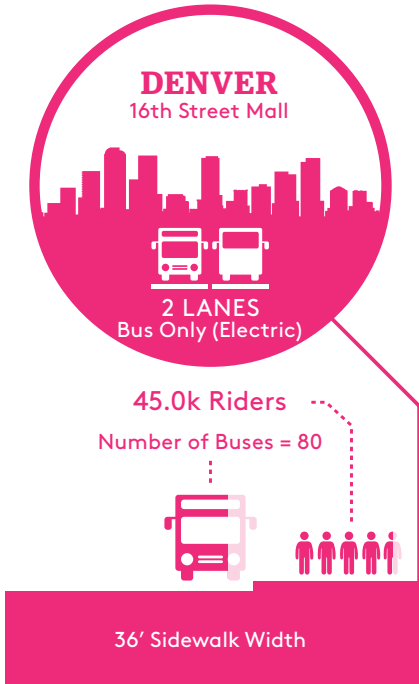
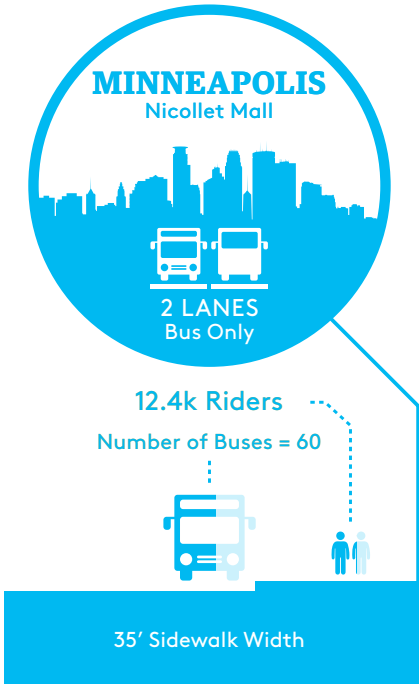
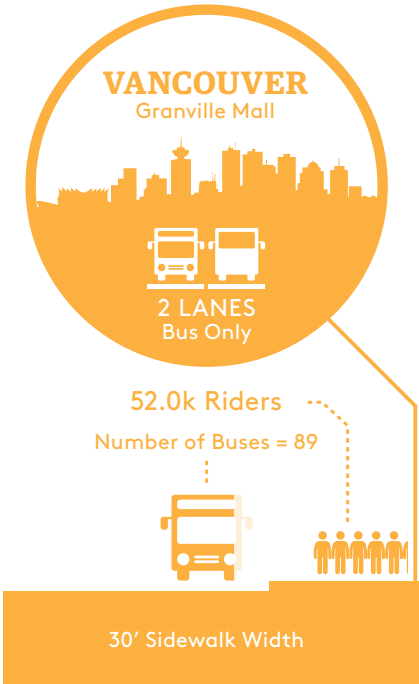
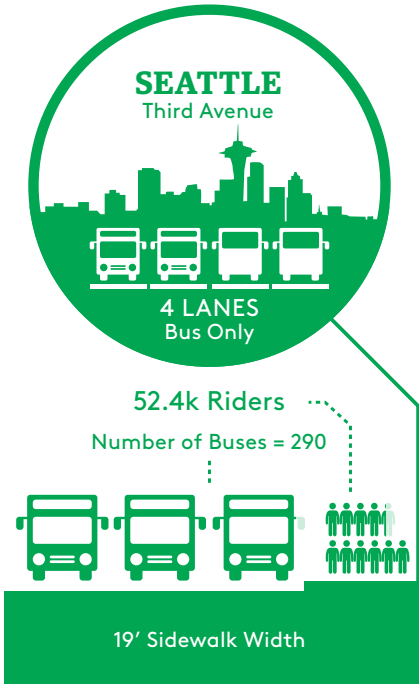


# Third Avenue carries over 290 buses per peak hour—more than any other transit street in the U.S. or Canada.

## HIGH BUS VOLUMES

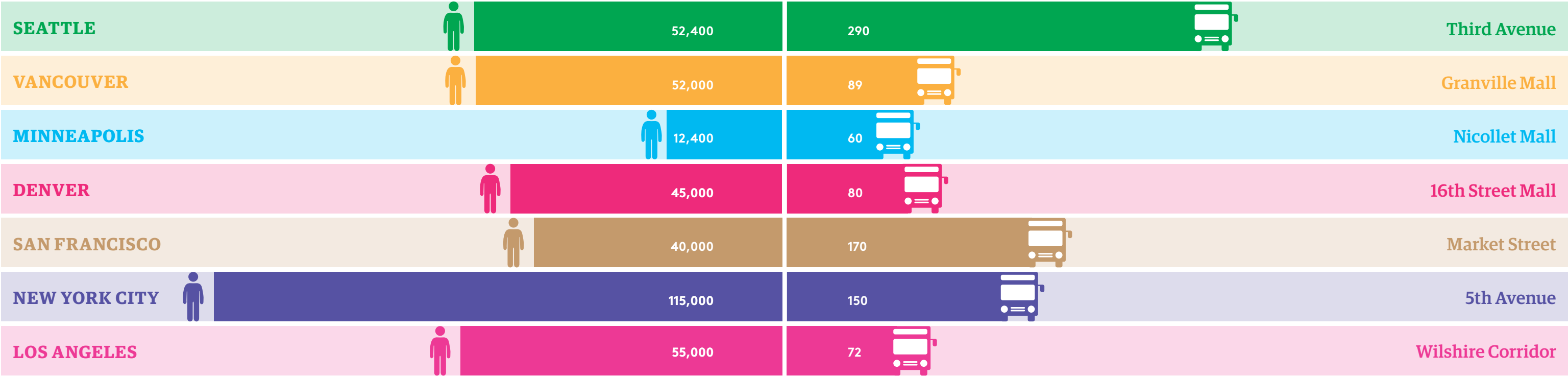
Third Avenue carries 290 buses per hour during the busiest parts of the day—more than any other transit street in the nation. Almost every King County Metro bus connecting Seattle’s neighborhoods with downtown uses Third Avenue. Its four-lane, two-way configuration allows buses to pass one another

as they weave between stops and traffic. This "skip-stop" operation allows many different bus routes to use Third Avenue at rush hour. However, the volume of buses, the cumulative number of bus stops, and the frequency of passing vehicles creates a complicated web of traffic that can greatly exacerbate congestion and delays through the center city.



Number of Riders  
Daily On-boardings

Number of Buses  
Per P.M. Peak Hour





LOW-PERFORMANCE PLACE

At the same time, the current volume of transit activity negatively impacts the pedestrian experience and, indirectly, the vitality of adjacent businesses. A recent corridor study by the City of Seattle and King County identifies these issues by looking at the corridor in three primary zones: Belltown, Business District and Pioneer Square. While these zones vary from one another, they share underlying characteristics:

- A lack of public or private open spaces. At peak hour, composite activity creates an overcrowded public realm
- High pedestrian volumes and long bus queues, with little discretionary staying or lingering
- Deferred infrastructure maintenance and prevalence of street furniture in disrepair
- Blank walls or façades that lack engagement
- A hardscape environment dominated by concrete and little color
- A high volume of office towers with underutilized lobbies

These characteristics create a business climate that discourages investment, indirectly contributing to inactive or worn-out frontages.

Source: Third Avenue Transit Corridor Improvement Project, City of Seattle Department of Transportation & King County Metro, November 2014



“ As office tenants at Third and Pine, we witness on a daily basis the immense role this intersection plays as the “major lifeline of Seattle.” We see commuters, business folks, ferry riders, tourists, cruise goers, shoppers and lunch crowds all culminate on Third and Pine. We also witness the desperate need to improve the infrastructure, safety and cleanliness of Third Avenue. ”

**Zahoor Ahmed**  
R.C. Hedreen Co.  
CFO & VP Hotel Operations  
DSA Board Chair





Third and Pine ▲



Third and Virginia ▲



Third and Seneca ▲



Third and Pike ▲



Third and James ▲



Third and Union ▲





# A Better Third Avenue





Credit: Bruce Forster Photography

# Cities similar to Seattle in size and character have tackled this challenge by raising the bar for a quality transit experience.

## RAISING THE BAR

The increase in Seattle transit ridership is great news, but it raises the stakes for keeping pace with expansion. In many cities, transit has lost ground amidst growing rideshare options and declining transit conditions. Despite a growing population, New York City is experiencing declining ridership due to underinvestment, vehicle overcrowding and competing transit alternatives. In 2013, customers of New York's Metropolitan Transit Authority began exploring more comfortable options when buses and trains no longer met their needs and expectations.

Cities similar to Seattle in size and character have tackled this challenge by raising the bar for a quality transit experience. Denver, Colorado; Portland, Oregon; Vancouver, B.C.; and Minneapolis, Minnesota have made iterative investments, improving the pedestrian experience as they maximize efficiency. These cities treat major transit corridors as iconic pedestrian streets as well, programming and activating them so people will stroll and linger.



# A corridor for everyone will maintain transit capacity while serving the diverse needs of pedestrians, business owners and residents.

## A SOLUTION FOR TODAY'S DOWNTOWN

Third Avenue is the most critical north-south transportation corridor through downtown, carrying more than 52,000 riders into and out of the center city every day. Currently, most routes travel the entire length of the corridor

regardless of ridership, creating a particularly bloated network in the center of downtown. The saturation of buses snarls traffic and creates jams of weaving vehicles. Crowds, noise and exhaust contribute to an overwhelming and undesirable street environment.

Bus congestion also impacts the retail experience. Property owners

cite challenges leasing their storefronts due to the negative street conditions. Long lines of buses obscure storefronts and conceal undesirable activities. While retail opportunities look good on paper, prospective businesses are often deterred after on-site visits.

Other parts of downtown are experiencing a ground-floor business revival. Competitive office markets are motivating property owners to repurpose lobbies and banks into tenant amenities like coffee shops and restaurants. Third Avenue lags behind this trend and suffers from an overabundance of static office lobbies, government and institutional uses.

In addition, narrow sidewalks mean even the most ambitious business and property owners are unable to actively program the sidewalk. One business, which located at Third and Pine in fall 2018, said it sought to put a sidewalk café in front of their store, but were denied a sidewalk permit due to bus stops and space constraints.

Future solutions must take the pedestrian and retail environment into account while maintaining the transit ridership that exists through downtown today. Downtown deserves a transit system that meets our current needs.

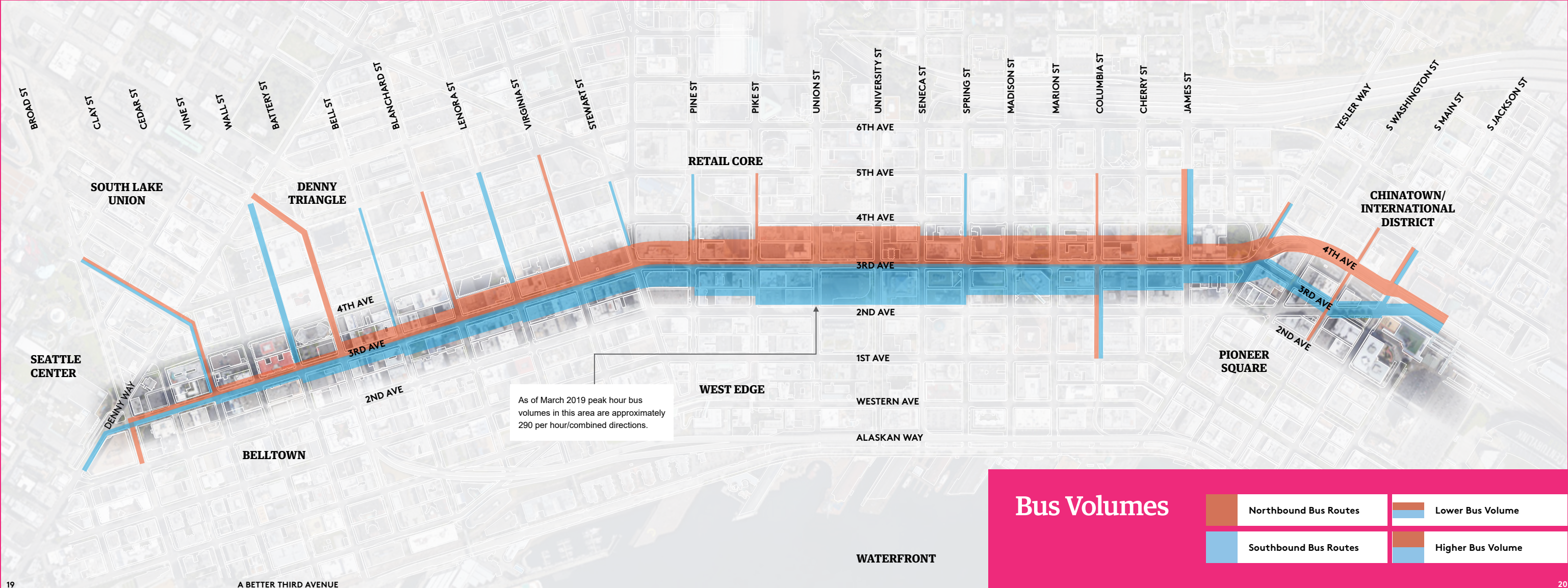
In fact, Seattle's transit system is already evolving. With the opening of new light rail stations in the

coming years, regional bus riders currently arriving on Second and Fourth avenues will have a better way to commute into downtown and bus volumes are expected to decline.

Assuming baseline conditions, volumes on Third Avenue will drop from about 290 buses in 2018 to 200 in 2035. More dramatic decreases will occur on Second and Fourth avenues, which are expected to go from moving 250 buses combined to around 75 buses. Overall, bus volumes in downtown will decline from about 600 buses per peak hour today to roughly 300 buses at peak hour on First through Fifth avenues. This opens a new opportunity to rebalance the network and rethink bus operations.

Generally, a future transit network through downtown must:

- Foster a public realm that serves transit riders, tourists, residents and employees
- Maintain or expand transit capacity through downtown to support growing ridership
- Rebalance the use of right-of-way space by finding an equilibrium between mobility, access and place
- Thoughtfully deploy bus routes to accommodate as many people as efficiently as possible while minimizing the negative impacts to pedestrians





# Convening local stakeholders to set a new vision

## PLANNING A GREAT STREET

In 2017, public and private leaders considered various solutions for accommodating more bus passengers in downtown as a part of One Center City. Chief among those solutions was adding buses to surface streets, as well as improving the function, user experience and perception of bus corridors. Again and again, downtown users expressed frustration with the conditions on Third Avenue. Everyone agreed there was room for improvement.

In 2018, the Downtown Seattle Association engaged more than 70 business owners, property owners, residents and government agencies to chart a new vision for Third Avenue. Prior to setting a vision, this group conducted a comprehensive assessment of key issues at play. They identified quick wins, as well as potential changes to ensure Third Avenue could be a great street for everyone. This task force provided input to shape a plan for improving experiences along the corridor from Denny Way to Jackson Street.

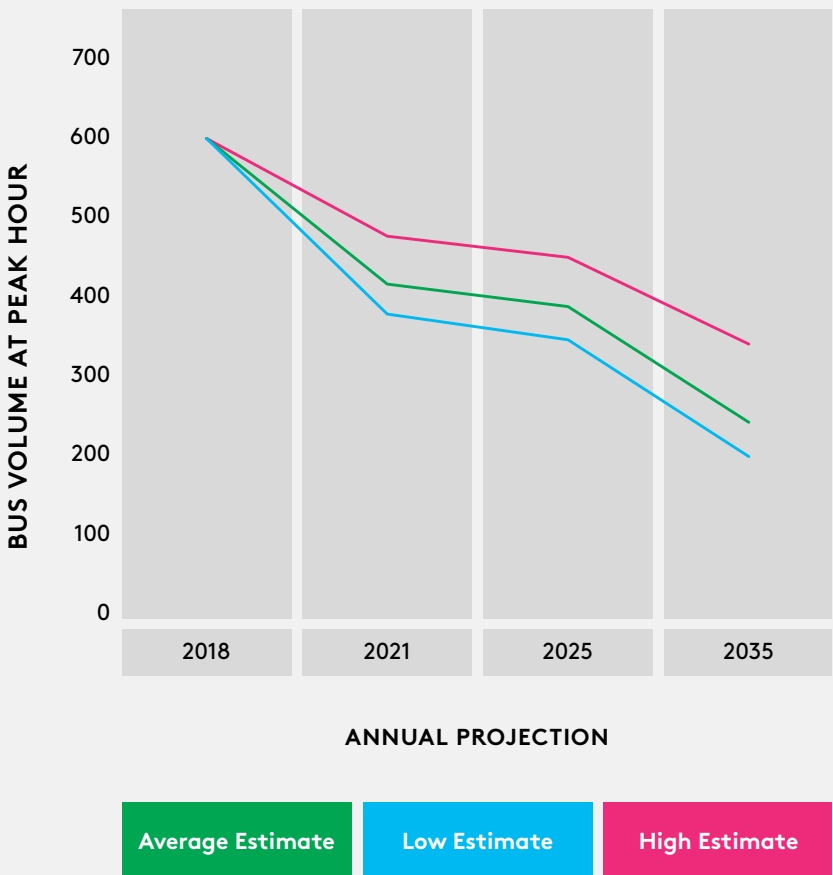
This plan establishes a vision for a future Third Avenue that:

- Is an iconic transit and pedestrian corridor with an enhanced level of maintenance and care
- Reflects a thoughtful approach to transit, optimizing bus volumes through the center of the corridor
- Increases space for pedestrians and people waiting for buses
- Is activated by businesses and programming to attract pedestrians and encourage them to stroll and linger
- Utilizes existing public assets to their full potential, including Pine Street Plaza, City Hall Park, Jackson Hub (Union and King Street Stations) and Bell Street Park

## Total Potential Transit Volume Changes

Today through 2035

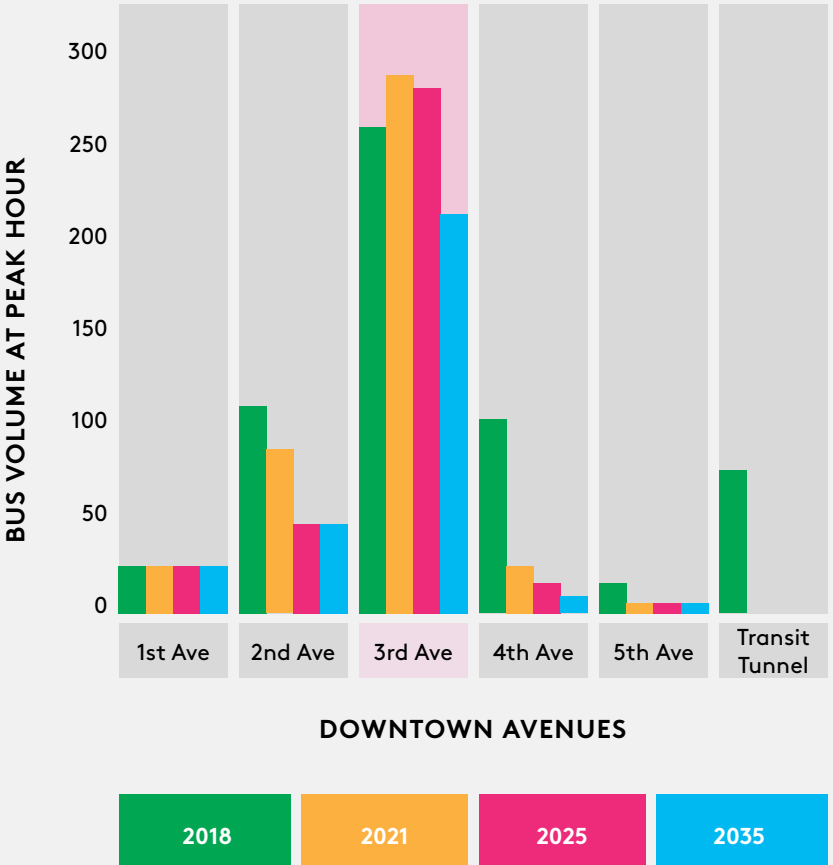
- Total downtown Seattle transit volumes (two-way)
- Ranges of truncation and transit services growth assumptions



## Changes to Downtown Transit Volumes by Corridor

Today through 2035

- P.M. peak hour transit volume through downtown corridors (First, Second, Third, Fourth and Fifth avenues)
- Based on potential route truncations with Link extensions
- Assumes growth of RapidRide



The projected volumes will vary based on final planning of route restructures with Link Light Rail extensions.  
Source: Fehr & Peers, 2018



# DSA assembled Third Avenue stakeholders to craft an enduring strategy.

**A VISION BUILT ON COLLABORATION**

DSA hired ZGF Architects, Fehr & Peers, and ELS Architecture and Urban Design to design a vision for improving the street’s urban design, transportation, private property, retail, parks and public spaces, and management and stewardship. Many partners came together to craft this collective vision, including government agency staff, businesses,

residents and property owners. The work was funded and completed by DSA in collaboration with the Downtown Transportation Alliance and with advisory input from the Third Avenue Vision Task Force and the inter-agency Third Avenue Quick Wins Task Force. DSA also engaged stakeholders through one-on-one briefings and neighborhood meetings. Overall, hundreds of stakeholders weighed in throughout the visioning process.

Seattle, Washington ▾







Credit: Scott Dressel Martin

Denver, Colorado ▲

## PEER CITIES, PEER SOLUTIONS

Throughout the process, DSA and its partners looked to peer cities to inspire a different approach. However, Third Avenue is unique, carrying approximately 290 buses per peak hour (the most of any street in the nation), while carrying fewer passengers per bus.

DSA conducted a study of 16 of the busiest transit streets in the country. Of these, Denver, Colorado; Portland, Oregon; Vancouver, B.C.; and Minneapolis, Minnesota provided the best comparable examples. Each of these streets serves the heart of downtown and is surrounded by high-density development. In each, the case study street is the primary transit corridor, but is not the only bus corridor through downtown.

Key characteristics are as follows:

- **Civic Pedestrian Transit Corridors:** 16th Street Mall, Nicollet Mall, Portland Transit Mall, and Granville Mall were all reimagined as civic pedestrian-transit malls in the 1960s and 1970s. Since then, each street has undergone a second transformation to maintain its appeal as a place for people. Every renovation involved both public and private funding to different degrees.
- **People First:** Each street exhibits people-first design through enhanced crosswalks, curbless streets, special paving and surface treatments. All case study streets have wider sidewalks of up to 32 feet (Third Avenue is only 17-23 feet wide). This space prioritizes people and allows multiple functions to take place at once. In Vancouver, city politicians reinforced the design by allowing jaywalking across the bus street.

- **High-Quality Aesthetic and Appearance:** Transit facilities like these demand quality materials both to connote importance and to sustain additional wear-and-tear. These streets all have unique designs that symbolize importance and embody local character.
- **Optimal Bus Capacity:** Each city has optimized transit capacity to make the best use of limited right-of-way. In the case of Portland, this meant replacing some buses with light rail to alleviate the peak bus volumes. The Portland Transit Mall and Third Avenue have alternating bus route group stops with buses passing each other between stops. Denver's 16th Street and Minneapolis' Nicollet Mall use platooning buses that do not pass one another. This affects the amount of required lanes.

- **Activation and Placemaking:** Each street creatively leverages public space to create a positive association between the transit corridor and community. Minneapolis and Portland host farmers markets, Portland programs abutting Pioneer Courthouse Square, Vancouver closes the street for evening festivities, and Denver activates the transit hubs on both ends of the mall. The 2018 Superbowl, hosted in Minneapolis, used Nicollet Mall to kick off the event.
- **Dedicated Management and Maintenance:** All five downtowns have business improvement districts or associations that harness private and public dollars; promote business recruitment and storefront improvements; manage events and activities; and provide enhanced security on their respective streets. Nicollet Mall, 16th Street Mall, Portland Transit Mall and Granville Mall have corridor-specific, enhanced maintenance and upkeep. Third Avenue receives no additional funding for its function as a transit facility.
- **Share the Load:** All example streets share the transit load with other parallel or crossing streets so as not to overburden one street with noise or traffic impacts. Portland's Transit Mall, Denver's 16th Street, and Minneapolis' Nicollet Mall keep an upper limit on volumes to maintain pedestrian retail viability.

These learnings provide an opportunity to reconsider Third Avenue as part of a 21st Century transit network that efficiently transports people around the city and region.



**MORE PEDESTRIAN SPACE  
FOR A VIBRANT AVENUE**

Research shows Third Avenue has relatively little sidewalk space compared to peer streets. Approximately 45 percent of its right-of-way is developed for pedestrians, while other transit streets provide no less than 55 percent of their right-of-way to pedestrians and up to 70 percent. All of these peer streets carry

fewer buses and have less waiting passengers than Third Avenue. This only further exacerbates the pedestrian congestion on sidewalks.

To better understand sidewalk conditions on Third Avenue, ZGF conducted a pedestrian flow analysis. Generally, Third Avenue sidewalks crowd at peak hours and flow reasonably well during non-peak hours. However, sidewalk conditions are dramatically

complicated by transit waiting, boarding and alighting. The stacking of bus stopping positions, the lack of a defined waiting zone near the curb within and around an extended passenger shelter, and the crush of alighting and boarding passengers all create a gauntlet through which pedestrians must attempt to pass. At peak periods, this activity results in a constricted through-zone, akin to more narrow sidewalks around downtown. In certain locations,

small gatherings of people further encroach into the pedestrian through-zone. Some people report avoiding Third Avenue altogether due to the lack of personal space and unclear pedestrian pathways. This puts storefront retailers at a clear disadvantage from competitors on adjacent streets.

Good urban streets, at their best, serve multiple circulation modes with a degree of equity while

also providing a positive setting for commercial activity. With the adjacent high density and mix of uses on Third Avenue, comfortable access to and from business entrances (such as the ability to occupy a modest frontage space for dining outside or window shopping) are reasonable expectations for an active urban street.

When  
pedestrians  
feel prioritized,  
more people  
are likely to  
spend more  
time outside.



Credit: Downtown Vancouver Business Improvement Association





# How Streets Work for People

## Pedestrian Analysis 1

**Existing condition where there is no bus stop**

These diagrams illustrate how current conditions on Third Avenue compromise both the pedestrian and transit passenger experience through poor organization and inadequate sidewalk widths.

The first illustration shows a generic example of functional sidewalk zones for a 22' sidewalk, consistent with Third Avenue, but without transit activity. This illustration validates that 22' sidewalks work for general urban sidewalks without transit activity.



**AVAILABLE WALKING ZONE  
GENERIC 22' SIDEWALK**

**PEAK PEDESTRIAN FLOW**  
2,880 peds./hour/12' through-zone

**LEVEL OF SERVICE**  
Open Flow: 360 peds./hour/12' through-zone  
Unimpeded: 900 peds./hour/12' through-zone  
Impeded: 2,880 peds./hour/12' through-zone

Merchant Zone

Pedestrian Through-Zone

Furnishing Zone



# Pedestrian Analysis 2

**Existing condition where there is a bus stop / bus waiting**

On certain parts of Third Avenue, the effective pedestrian through-zone is as little as 5'-7' at peak hour, creating discomfort for many pedestrians. Crowds of waiting

transit passengers and groups of stationary pedestrians around certain storefronts constrain the walking zone. These conditions contribute to a dysfunctional pedestrian environment.



EFFECTIVE WALKING ZONE  
THIRD AVENUE

PEAK PEDESTRIAN FLOW  
1,200 peds./hour/5' through-zone

LEVEL OF SERVICE  
Open Flow: 150 peds./hour/5' through-zone  
Unimpeded: 375 peds./hour/5' through-zone  
Impeded: 1,200 peds./hour/5' through-zone

Merchant Zone
Pedestrian Through-Zone
Furnishing Zone
Transit Waiting/Boarding Zone

# Pedestrian Alternative 1

**Proposed condition with a compact transitway or a Couplet**

This shows how extra sidewalk width and better design organization can accommodate all activities.

This condition would be associated with three bus lanes on Third Avenue. Note the available merchant zone space.



RECOMMENDED WALKING ZONE  
THIRD AVENUE, 3-LANE  
SCENARIO

PEAK PEDESTRIAN FLOW  
3,000 peds./hour/12.5' through-zone

LEVEL OF SERVICE  
Open Flow: 375 peds./hour/12.5' through-zone  
Unimpeded: 938 peds./hour/12.5' through-zone  
Impeded: 3,000 peds./hour/12.5' through-zone

Merchant Zone
Pedestrian Through-Zone
Furnishing Zone
Transit Waiting/Boarding Zone
Boarding/Alighting Curb

# Pedestrian Alternative 2

## Proposed condition with a transit shuttle and hub

This shows how even greater sidewalk space could create optimum functional zones within a 33' width. This condition would be associated with two bus lanes

on Third Avenue (transit shuttle and hub concept). This sidewalk width is similar to successful transit streets in other cities.



RECOMMENDED WALKING ZONE  
THIRD AVENUE, 2-LANE  
SCENARIO

PEAK PEDESTRIAN FLOW  
3,600 peds./hour/15' through-zone

LEVEL OF SERVICE  
Open Flow: 450 peds./hour/15' through-zone  
Unimpeded: 1,125 peds./hour/15' through-zone  
Impeded: 3,600 peds./hour/15' through-zone

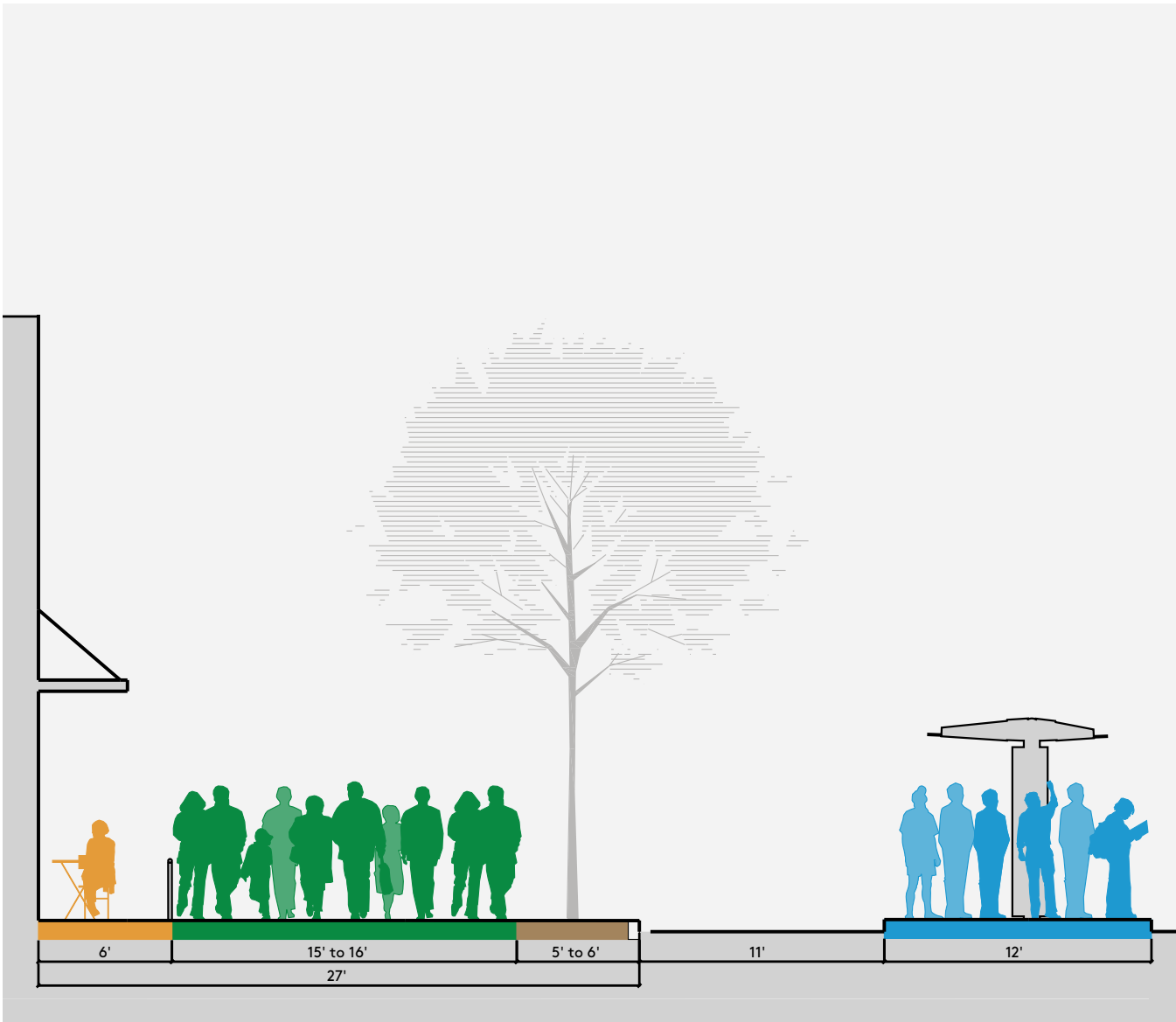
Merchant Zone
Pedestrian Through-Zone
Furnishing Zone
Transit Waiting/Boarding Zone
Boarding/Alighting Curb

# Pedestrian Alternative 3

## Proposed condition with a median transitway

This diagram shows how creating a transit boarding zone in a center median would give more space to pedestrians and create a clear zone

for people to walk. This scheme also means that people waiting for buses will not be covering storefront windows or blocking building entrances.



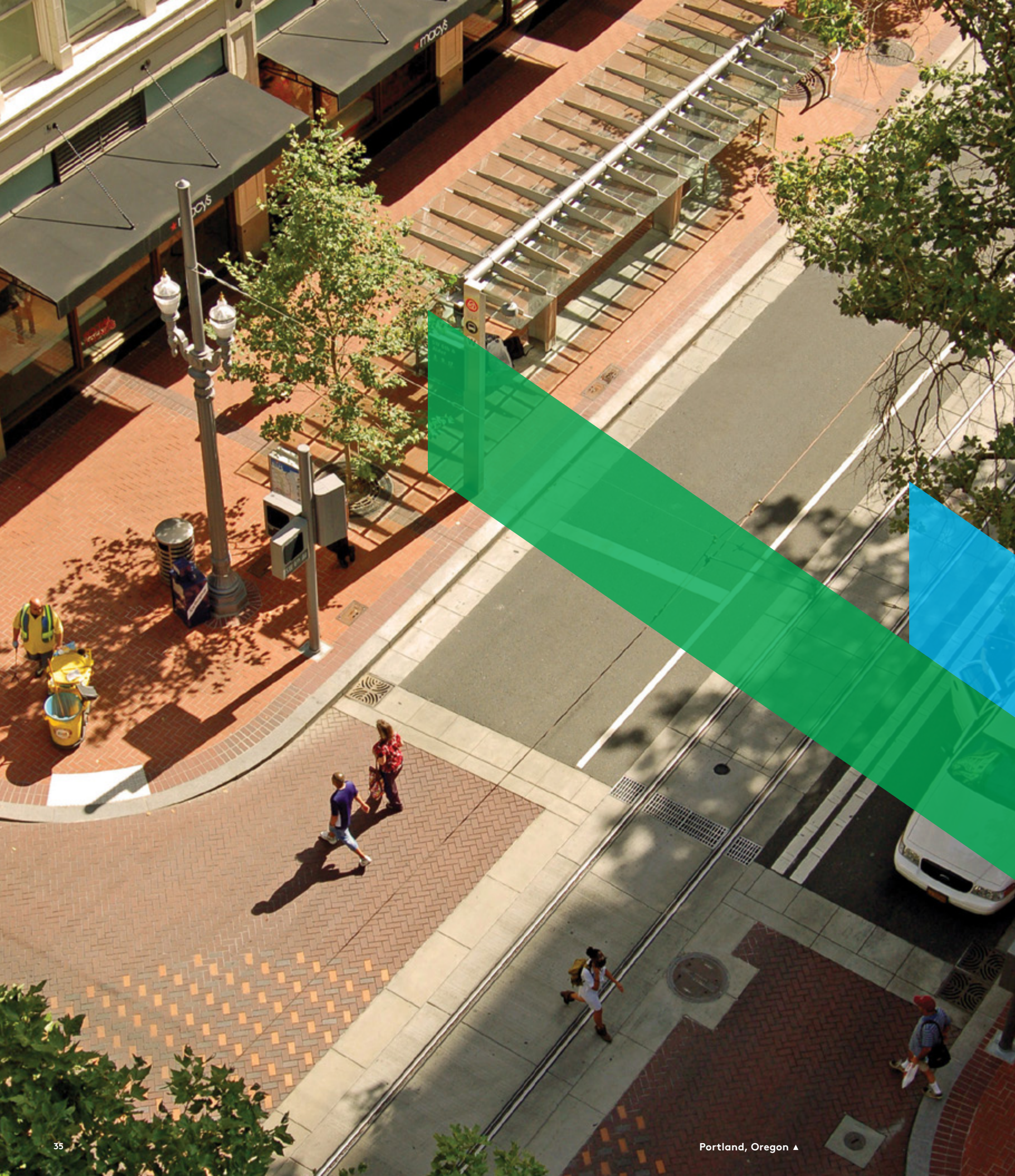
RECOMMENDED WALKING ZONE  
THIRD AVENUE, MEDIAN 2-LANE  
SCENARIO

PEAK PEDESTRIAN FLOW  
3,600 peds./hour/15' through-zone

LEVEL OF SERVICE  
Open Flow: 450 peds./hour/15' through-zone  
Unimpeded: 1,125 peds./hour/15' through-zone  
Impeded: 3,600 peds./hour/15' through-zone

Merchant Zone
Pedestrian Through-Zone
Furnishing Zone
Transit Waiting/Boarding Zone
Boarding/Alighting Curb





# Strategies for Success





Seattle, Washington ▲

Only some of the challenges with Third Avenue can be overcome through reallocation of street space. In order to make Third Avenue an inviting pedestrian corridor, the City of Seattle, King County and other partners must

look at Third Avenue through five distinct lenses: **urban design, transportation, private property and retail, parks and public spaces, and management and stewardship.**



# Strategies for Urban Design

Third Avenue will be reimagined as a distinct, dynamic urban corridor to create a high-quality public realm, following four design principles.

**Create an Iconic Design Aesthetic**

Reimagine Third Avenue as an iconic corridor where workers, residents, tourists and others arrive in a dynamic, inviting place, incorporating high-quality materials and design to connote its importance as a primary north-south corridor.

**Minimize Clutter**

Optimize openness and visibility to storefronts and adjacent open spaces, and integrate transit waiting/boarding without crowding storefronts or obstructing clearance zones. Remove broken and redundant infrastructure.

**Utilize Placemaking**

Incorporate color, light, art and greenery to energize and humanize the corridor while creating a positive sense of place. Placemaking helps people relate to their environment by making them feel welcome and creating memorable moments.

**Develop a Legible Connection**

Enhance east-west connections to adjacent streets and neighborhoods, and invite people to use Third Avenue as a corridor of choice to move between Pioneer Square, the central office and retail core, Belltown and Seattle Center.

Minneapolis, Minnesota ▼



Credit: Kurt Moses Photography





Credit: Bruce Forster Photography

Portland, Oregon ▲

# Strategies for Transportation

Third Avenue will continue to be downtown’s gateway arrival and departure point for transit—at and below-grade—complemented by a pedestrian environment that is safe and welcoming to transit riders, residents, visitors and employees at all hours of the day. Solutions should balance the use of the street by increasing pedestrian space to support city life.

## Enhance Transit Amenities and Waiting Areas

Create delightful and welcoming places for transit riders to wait. Reduce friction between pedestrians and transit waiting areas by maximizing pedestrian space and through-zones.

## Minimize Construction Impacts

Focus capital improvements along Third Avenue as much as possible and minimize construction disruption on adjacent streets.

## Recognize that Bus Riders are Pedestrians

Prioritize solutions that balance pedestrian and transit needs by implementing a design with one bus lane in each direction.

## Expand Transit System

Prepare for additional pedestrians arriving from the Downtown Seattle Transit Tunnel as the light rail system expands by prioritizing additional sidewalk space.

## Build on Existing Plans

Assume baseline conditions for 2025–2035, including projects proposed through the One Center City Near Term plan and the Center City Bicycle Master Plan.

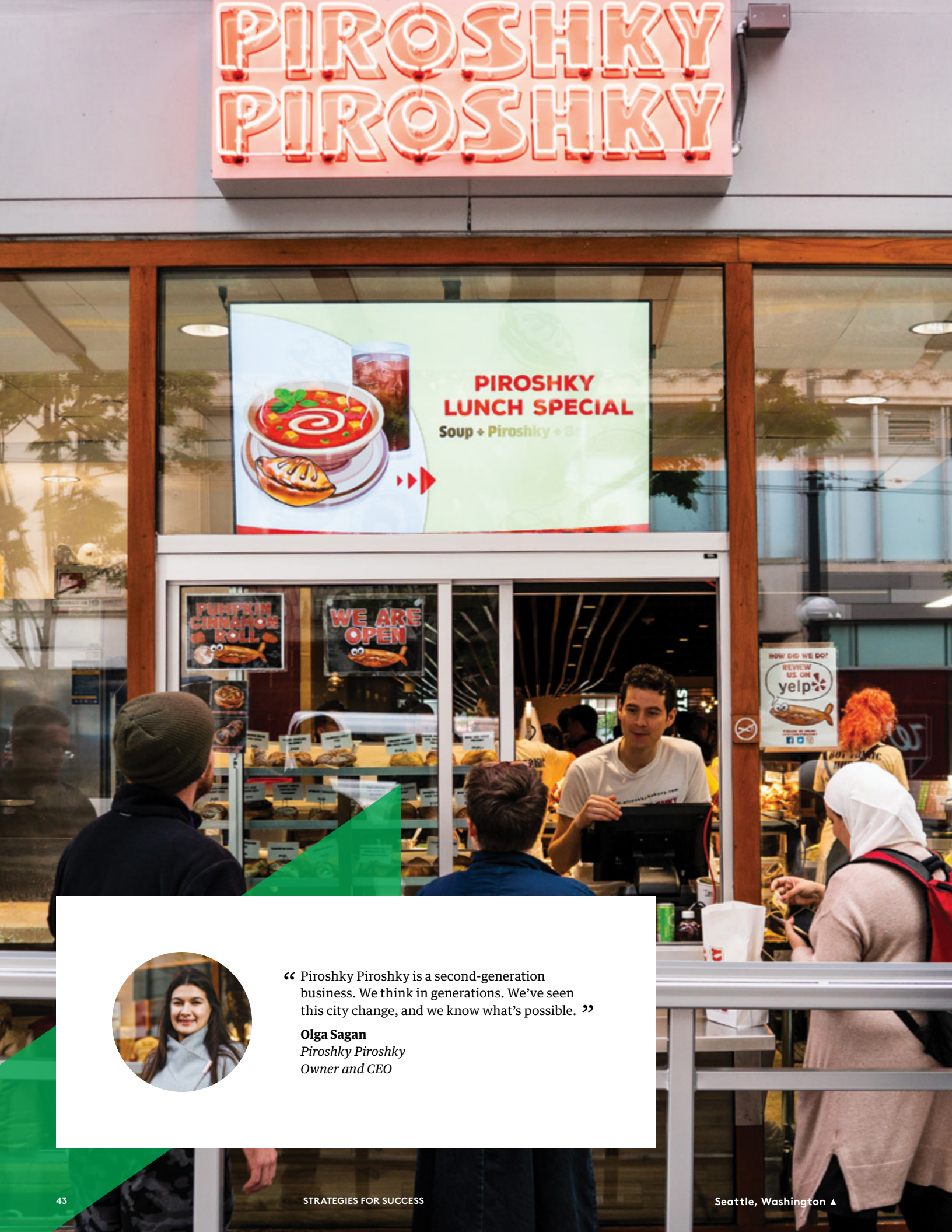
## Optimize Transportation Options

Support and celebrate the city’s growing transit ridership while allowing other uses along the corridor to thrive. Optimize operations to meet increasing transit service demands while improving the pedestrian experience. Bus volumes could also be reorganized between Second, Third and Fourth avenues in 2024 when more regional routes are truncated at light rail stops and streamlined through downtown.

## Mitigate Environmental Impacts

Expedite electric bus conversion to reduce exhaust and noise. Design the corridor to maximize boarding speeds for transit riders and diminish idling time for buses.





“ Piroshky Piroshky is a second-generation business. We think in generations. We’ve seen this city change, and we know what’s possible. ”

**Olga Sagan**  
*Piroshky Piroshky*  
Owner and CEO

# Strategies for Private Property and Retail

A successful pedestrian corridor must foster active ground-floor uses and create positive street life at all hours of the day. Together, implementation of these strategies would make Third Avenue a place where people want to spend time.

## Enhance Sidewalks and Streetscapes

Create sidewalks that are comfortably scaled to promote leisurely strolling. Develop wider sidewalks to reduce pedestrian friction and improve sightlines. Declutter the sidewalk and replace bus shelters for a minimalist shelter design. Add greenery to the corridor.

## Improve Sidewalk Organization

Sidewalks are used for many activities: walking, sitting at sidewalk cafés, or waiting for a bus. There must be space for each of these activities to thrive. Create designated spaces for waiting transit riders so that bus queues do not hinder business activities or passing pedestrians.

## Leverage Catalyst Sites and Anchors

Focus energy in parts of the corridor that have new development and are positioned for change. Provide a common understanding for future developments to ensure they relate to and interact with activity on the sidewalk. Where possible, incorporate private development opportunities to improve the pedestrian experience.

## Foster Transit-Oriented Retail

Certain uses are better suited to the transit nature of the corridor. Cultivate retail for transit riders (e.g., grab-and-go, impulse buys). Part of this effort is making sure businesses are open when transit riders and other users are present. An assessment of current business hours showed most venues are closed by 5 p.m.

## Celebrate Storefronts and Entrances

Retail storefronts can animate a building’s façade with color, lighting, transparency and activation. Food and beverage, fashion service and fitness are all types of ground-floor uses that make streets enjoyable.

## Enhance Signage

Quality signage reflects a quality retailer. Dimensional letters or well-lit signs add dynamism. Encourage personality expression through size, font, color and material.

## Encourage Awnings and Canopies

Building elements like awnings and canopies enhance the pedestrian experience. They can be integral to the building’s architectural treatment, made of steel and glass, or they can be appendages added onto the building. When designed together, architecturally integrated awnings and canopies extend the retail brand to the building itself.

## Improve Lighting

Retail lighting attracts the interest and attention of potential customers. The most successful applications convey the retailer’s brand at a variety of scales for both pedestrians and riders on passing buses.

## Activate Sidewalks

Connect with property owners to activate their ground floors and improve storefronts. Identify businesses with interest in adding outdoor amenities and make it easier for them to create engaging sidewalk spaces and cafés.

## Reinvigorate Blank Walls

Small retail storefronts can fit in tight spaces to activate long expanses of blank walls. Public art installations can also help add color to the street scene. Greenery and green walls can be used to soften the hardscape environment.



# Strategies for Parks and Public Spaces

Third Avenue will benefit from leveraging, activating and managing existing parks and plazas to create public-serving destinations and activities that engage a wide range of people for more hours of the day. Make parks and open spaces destinations for positive city life.

### Foster Public Life

Recreation and leisure space is an important part of a healthy streetscape. Leverage existing park space by adding activation, programming and management. Where public space is sparse, consider recapturing underutilized streets and plazas to foster positive public life.

### Blur the Line Between Public and Private

Public life does not stop at a property line. Flex the line between public and private, where possible, to spill life out of buildings and into the streets. Reconsider the use of privately-owned public spaces (POPS) and explore partnerships for improved design and activation.

### Activate in-between Spaces

Not every positive experience happens in a park or sidewalk café. Utilize small, in-between spaces downtown to surprise and delight. Use art and placemaking to create a welcoming environment along the way.

### Reconsider Adjacent Uses

The ground-floor uses around parks and public spaces help set the tone for an area. Restaurants and retail can infuse activity into an area and give people more reasons to pass through. Encourage stewardship from adjacent properties at Bell Street Park and City Hall Park and promote the need for consumer-facing businesses that induce foot traffic.

Seattle, Washington ▼



“ I was the property manager of the Seaboard Building right before DSA partnered with the City to activate Westlake Park. That was a tough area, but with this partnership and the support and investment from the neighborhood, eventually things changed for the better. Third and Pine has the same potential. ”

**Ashanti Bitar**  
Unico Properties  
Property Manager



# Strategies for Management and Stewardship

Third Avenue’s success as a great street will be secured by thoughtful, intentional and coordinated care, management and maintenance.

### Find Common Ground

Challenging work requires strong consensus. Set a common vision across government agencies and the private sector and set benchmarks for success.

### Work with the End in Mind

Once there is consensus for change, identify opportunities to make visible change, through incremental, near-term steps and monumental, long-term moves.

### Align Resources

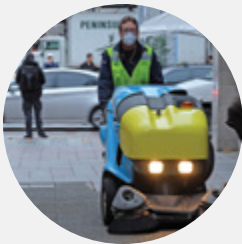
Many public projects and private developments are already underway and intersect with this area. Leverage concurrent investments to improve conditions along the corridor.

### Design a Management Scheme that Works

Peer cities around the U.S. and Canada offer alternative models for managing streets as transit facilities. Look to peer cities to identify a unique stewardship and maintenance model for Third Avenue.

### Create Continuity

Several agencies own assets in the street, but the corridor lacks a standard of care. Mend fractured ownership and ensure high-quality maintenance over time.



“ The consistency of maintenance and stewardship on Third Avenue are vital when it comes to taking care of already crowded sidewalks. The most-traveled corridor in the city deserves the utmost investment and attention. ”

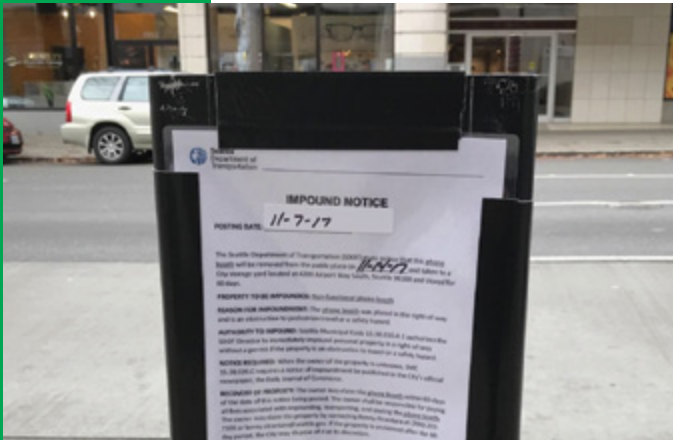
**Bobby McRay**  
Metropolitan Improvement District  
Clean Team Ambassador

# Quick Wins for Third Avenue

Concurrent with the visioning process, DSA convened monthly meetings in 2018 with entities responsible for the cleaning, maintenance and care of Third Avenue. This “Quick Wins” team tackled repair of broken infrastructure, clutter removal and improvements to inter-agency management.

Successes include:

- ✓ Removal of dysfunctional phone booths
- ✓ Fixing broken transit screens
- ✓ Filling in tree pits with rubberized material to improve safety and cleanliness
- ✓ Repairing or removing dysfunctional newspaper stands
- ✓ Removing an unused bus supervisor kiosk in front of the post office
- ✓ Focusing targeted cleaning at bus stops and at transit tunnel entrances
- ✓ Enhancing and coordinating sanitation
- ✓ Removing leftover cones and parking signs
- ✓ Removing graffiti
- ✓ Repairing dysfunctional globe lighting
- ✓ Enhancing public realm maintenance
- ✓ Trimming trees
- ✓ Activating Pine Street Plaza and City Hall Park
- ✓ Relocating problematic bus stop at Third and James





# Future Scenarios





# The quality of the pedestrian experience suffers from the lack of sidewalk space, the expanse of the street and the number of buses traveling along Third Avenue.

## CURRENT CONDITIONS

Though Third Avenue faces many challenges, one thing is clear: the quality of the pedestrian experience suffers from a lack of sidewalk space, the expanse of the street and its sheer volume of bus traffic. The design team was charged with brainstorming new ways to rebalance the corridor. They developed four options, guided by the approaches of peer cities like Portland, Oregon; Denver, Colorado; Vancouver, B.C. and Minneapolis, Minnesota.

Each option requires optimizing traffic so more people can move through the corridor with fewer buses. Optimizing traffic also mitigates negative environmental impacts like noise, pollution and barriers to sightline. All options suggest existing, constrained sidewalks should be widened to accommodate a variety of uses in addition to bus queuing. Two options suggest a three-lane street and two suggest a two-lane street. Each option impacts surrounding streets, sometimes requiring Second or Fourth avenues to operate differently than today.





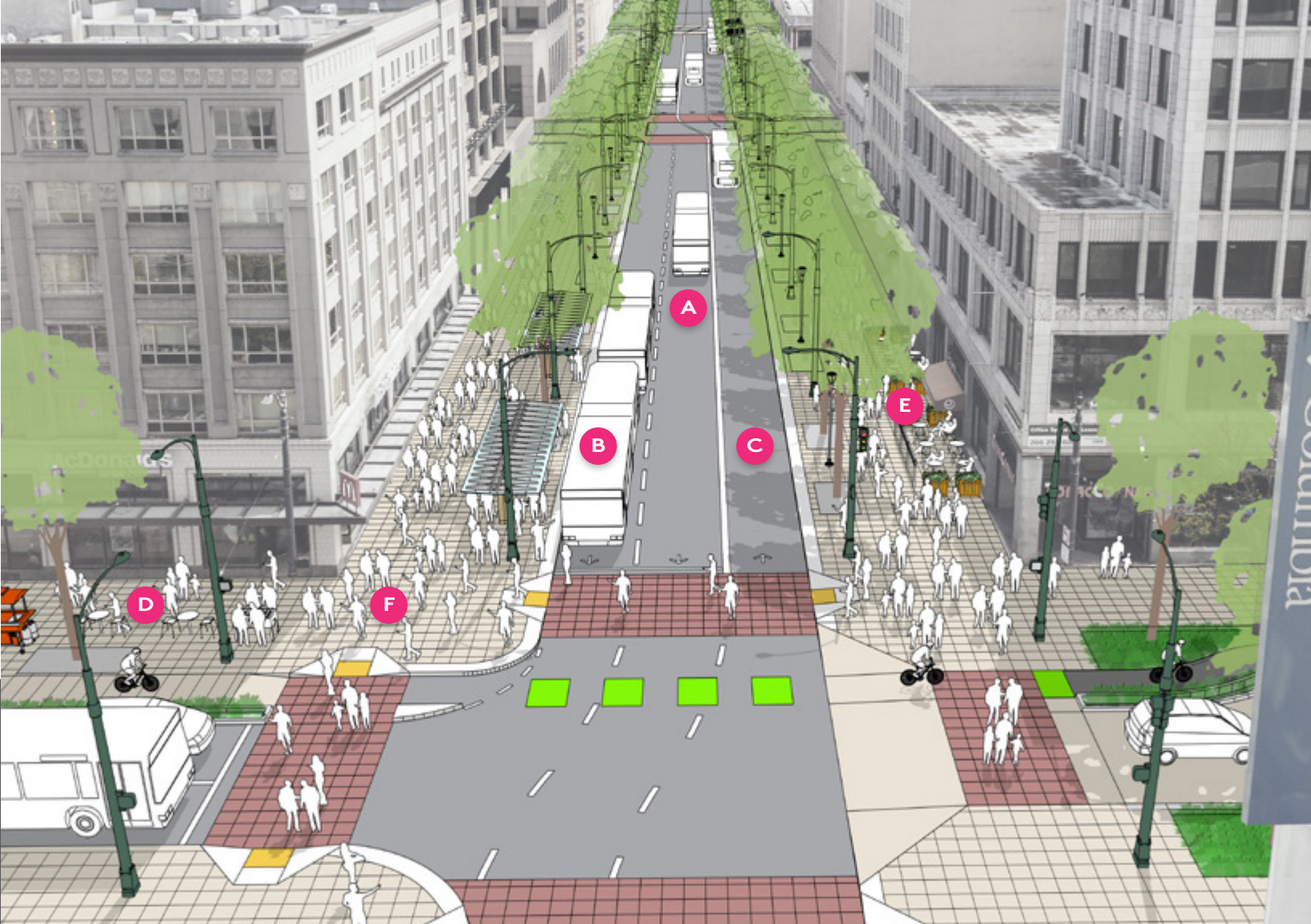
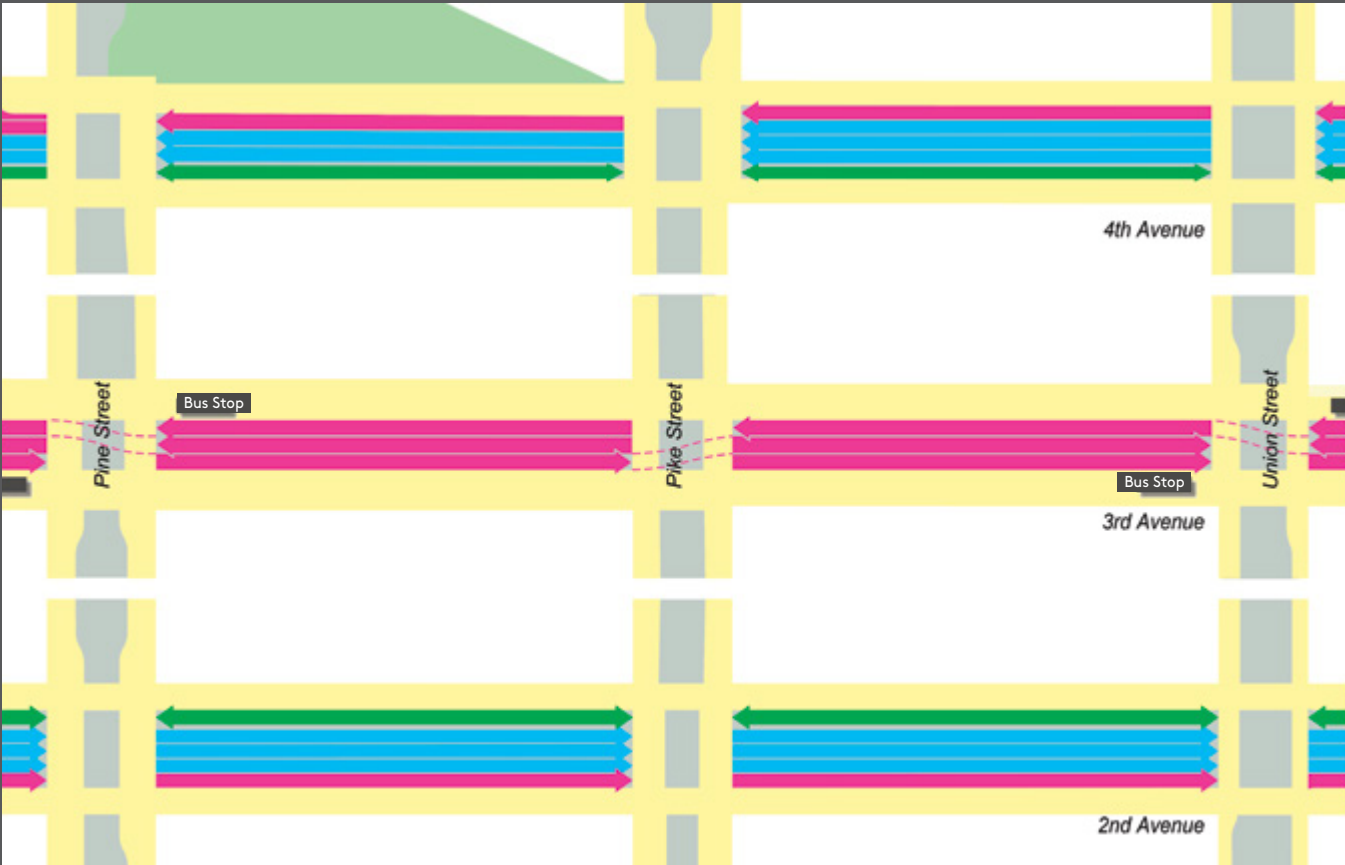
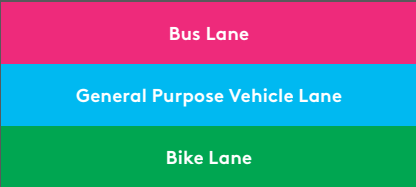
# Compact Transitway

## Optimizing bus volumes to a three-lane transit street

This option considers Third Avenue as three lanes dedicated to transit. The street would alternate between two northbound lanes and one southbound lane, and one northbound lane and two southbound lanes. There would

be no shelters or stops where only one lane serves a particular direction. Buses would stop along the routes where two lanes are provided, and the second lane would allow buses to weave past one another. Space formerly dedicated to buses would be redistributed to pedestrians as sidewalk space.

A three-lane transitway would retain current traffic operations on Second and Fourth avenues.



### Map Key

- A** Bus passing lane at alternating stopping blocks; assumes lower bus volumes on Third Avenue
- B** Bus stop block/northbound
- C** Bus through-lane (no southbound stops this block)
- D** Pike Pine Renaissance: Act One concept shown on Pine Street
- E** Potential retail and public realm activation
- F** 27'-28' sidewalks

### Opportunities

- Creates additional sidewalk and pedestrian space to balance the needs of the street
- Provides a larger pedestrian zone to accommodate transit riders and pulls people away from storefronts
- Allows for fewer buses, which reduces noise and exhaust for pedestrians
- Reduces chaos of bus weaving at bus stops

### Challenges

- Requires optimization of bus volume to allow for less bus weaving
- Demands careful safety considerations
- Requires that street access for emergency vehicles remains a priority
- Creates fewer lanes, meaning fewer opportunities for buses to pass in case of breakdowns



# Median Transitway

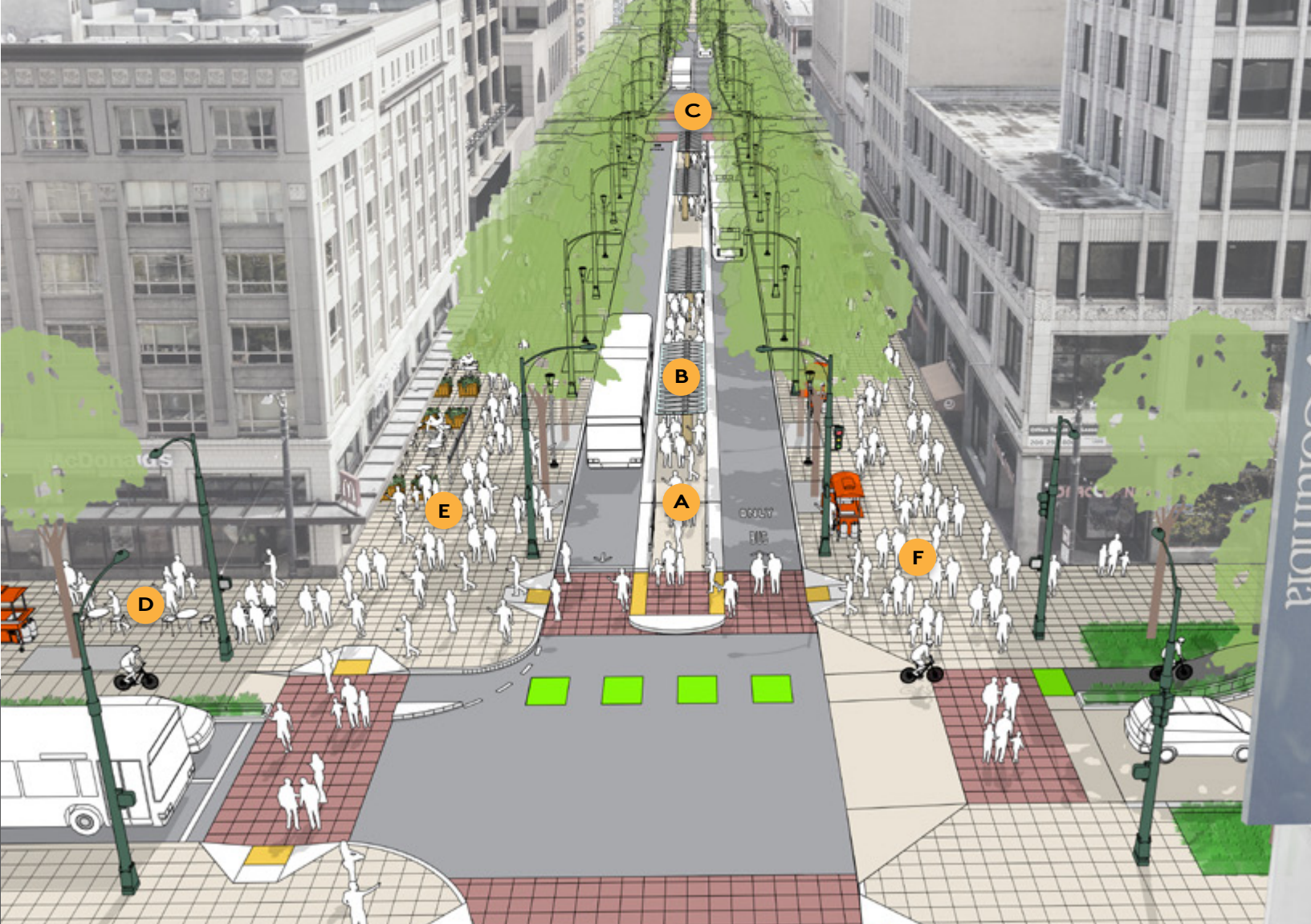
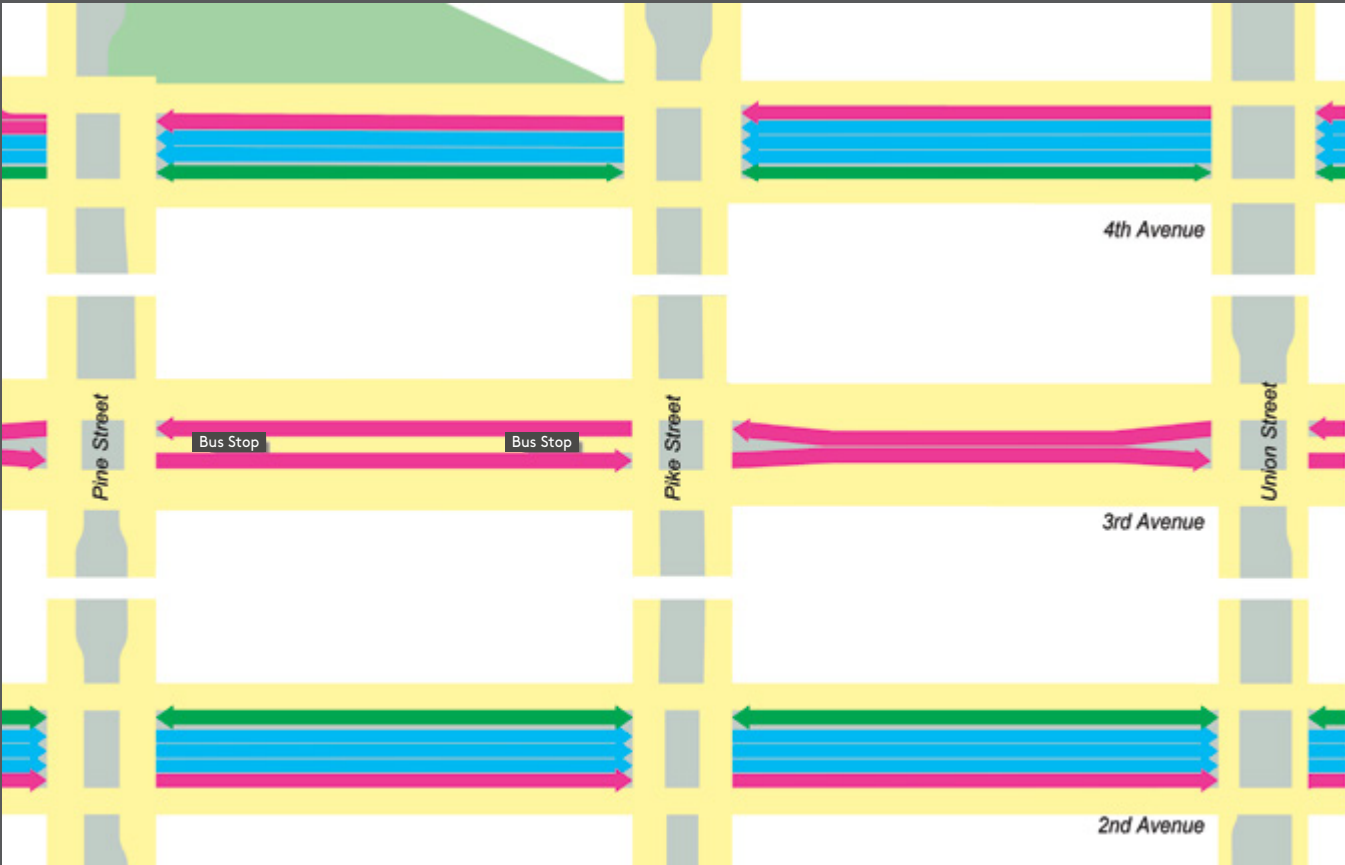
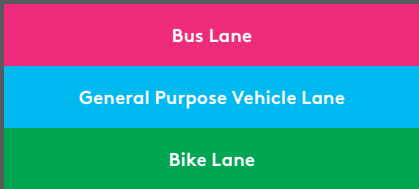
## Taking advantage of wide sidewalks by adding a transit median

Under this scenario, transit riders queue on a center median and load on the left side of the bus.

The bus would run as a shuttle service, avoiding the need for a set schedule. The bus network would be reconfigured to optimize capacity and minimize the number of buses driving the entire corridor. It would likely require at least one north

and one south hub for riders to transfer between routes. A two-lane configuration means more space for pedestrians, and center-loading operations would not obstruct pedestrian zones or café seating.

A median transitway would retain current traffic operations on Second and Fourth avenues.



### Map Key

- A** Transit waiting in median platform; assumes lower bus volumes on Third Avenue
- B** Bus stop block/northbound and southbound; every other block
- C** Non-stop block; every other block
- D** Pike Pine Renaissance: Act One concept shown on Pine Street
- E** Potential retail and public realm activation
- F** 27'-28' sidewalks

### Opportunities

- Accommodates for more pedestrian clear space and pulls transit riders away from storefronts
- Eliminates redundant routing through downtown
- Moves fewer buses, thereby reduces noise and exhaust
- Reduces chaos of bus weaving at bus stops
- Creates a legible streetscape for pedestrians and transit riders
- Maximizes space for other amenities like sidewalk cafés and programming
- Center median provides refuge for crossing pedestrians and creates the perception that the street is narrow

### Challenges

- Requires new bus fleet with dual side boarding
- Eliminates “skip-stop” capability
- Requires traffic officers to reroute traffic when buses break down, stalling the system (similar to combined train/bus tunnel operations)
- Requires pedestrians to cross lanes of traffic to reach bus stop
- Demands accurate passenger forecasting so median is an appropriate size
- Creates a less resilient pathway (the single northbound/southbound lane)
- Means that trolley routes cannot move to Second or Fourth avenues without major modifications



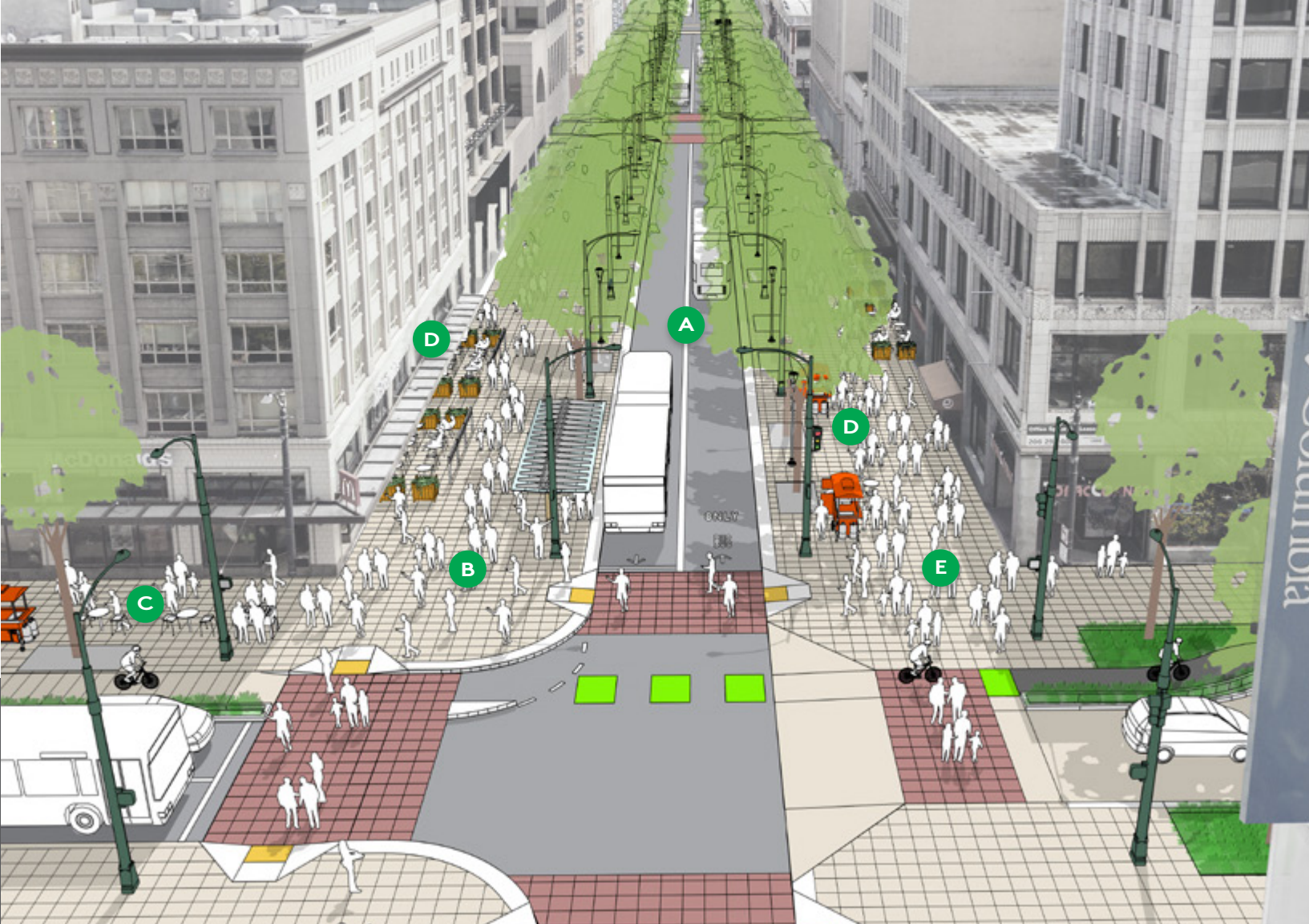
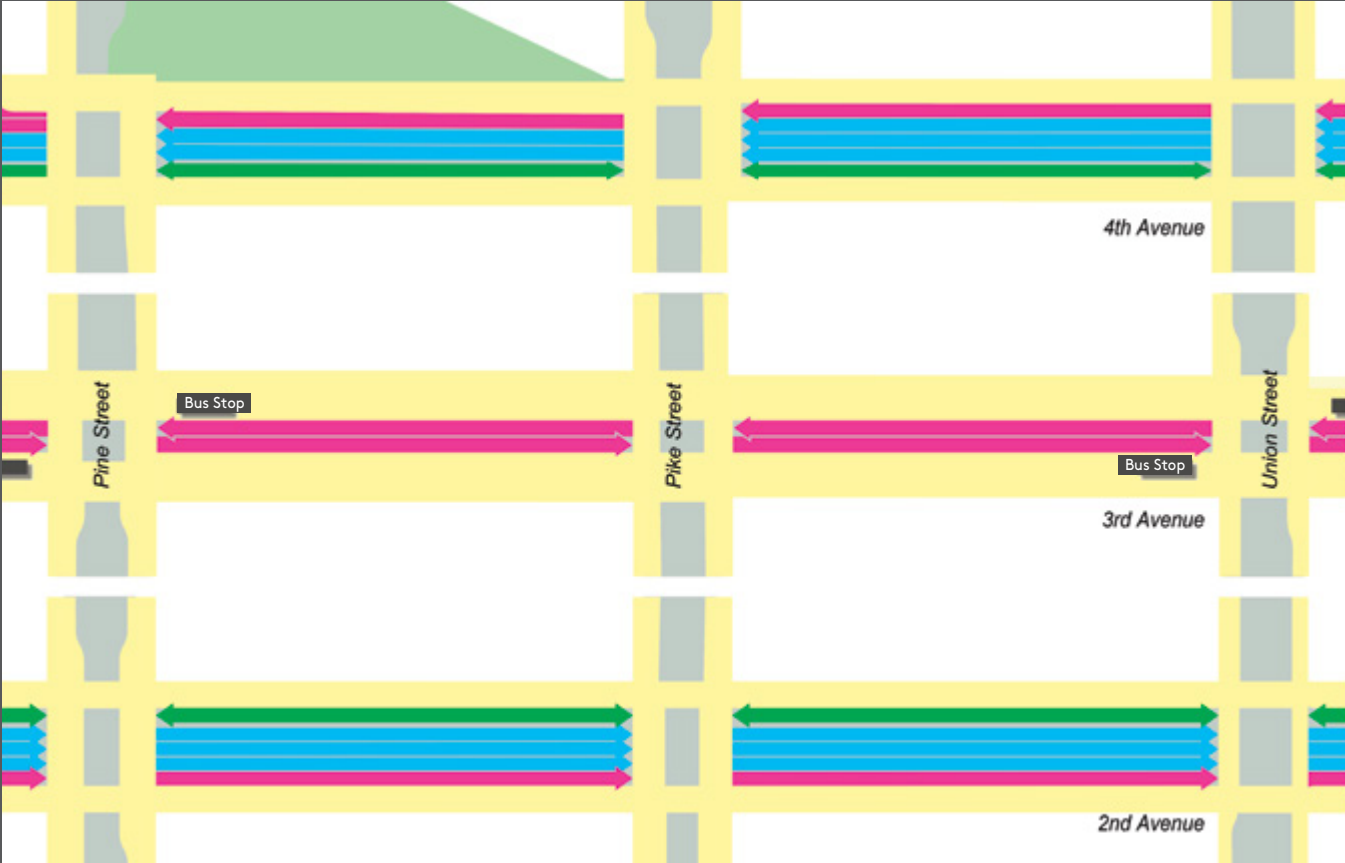
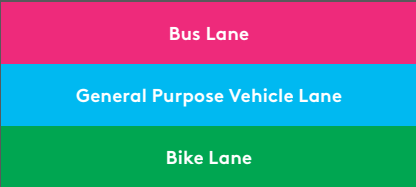
# Transit Shuttle and Hub

Transfers at north and south hubs allow for a shuttle route through downtown, running every 90 seconds.

Similar to the median transitway option, bus volumes would be optimized for a two-lane

configuration. Buses would load on the right-hand side of the bus as they currently do today. This model closely resembles the 16th Street Mall in Denver, where a single shuttle bus arrives every 90 seconds.

A transit shuttle and hub system would retain current traffic operations on Second and Fourth avenues.



## Map Key

- A** Bus lanes – two way; assumes transfer to shuttle at downtown hubs
- B** Shuttle bus stops – every other block/northbound and southbound
- C** Pike Pine Renaissance: Act One concept shown on Pine Street
- D** Potential retail and public realm activation
- E** 32'-33' sidewalks

## Opportunities

- Ensures a bus is always on the way as regular single shuttle services all passengers
- Eliminates redundant routing through downtown
- Removes the need for bus shelters and declutters the sidewalk
- Provides additional pedestrian space to balance the needs of the street
- Reduces noise and exhaust with fewer buses
- Reduces chaos of bus weaving at bus stops

## Challenges

- Requires transfers at the edge of downtown
- Demands significant investment in transit hubs



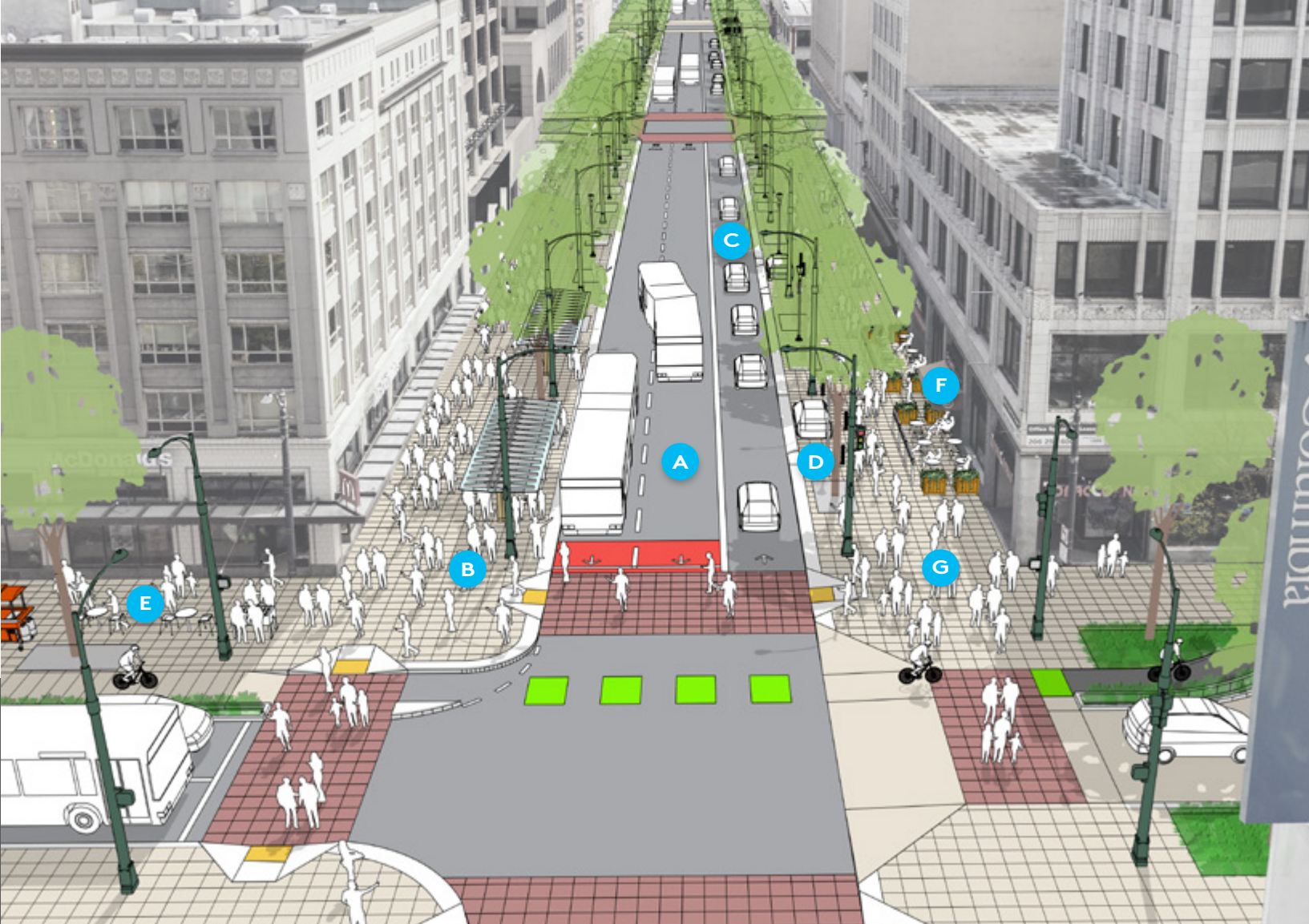
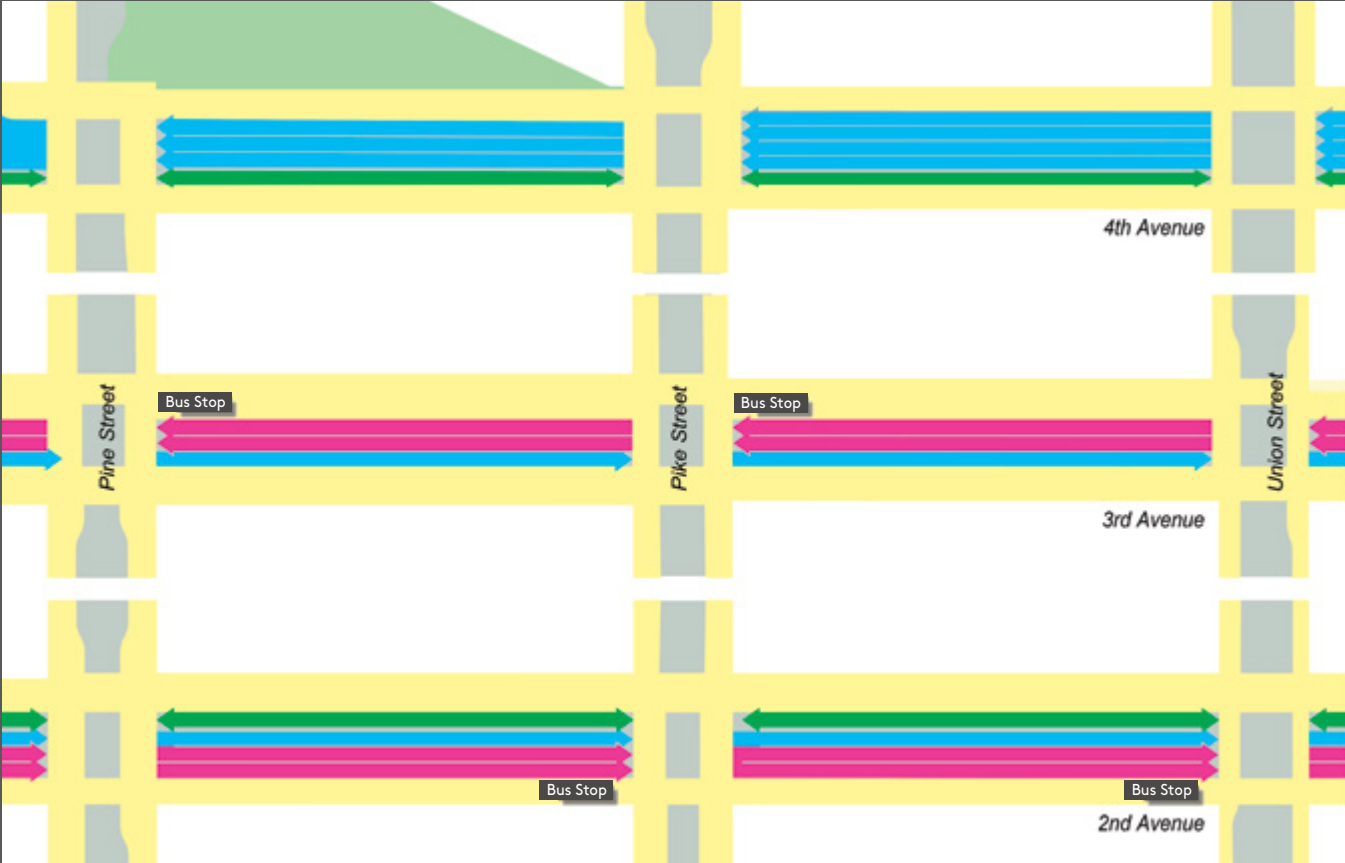
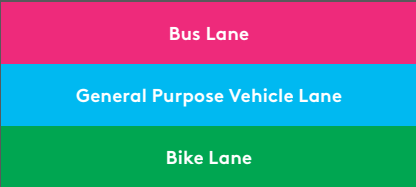
# Transit Couplet

Using two streets to share the bus volumes through downtown while maintaining access for cars on Third Avenue.

This option would make Third Avenue a couplet with either Second or Fourth avenues. Third Avenue would run one direction, shown

here as northbound, and a parallel street would carry southbound traffic. This unique option allows one general-purpose traffic lane. It appears to offer the most spaces for buses—four lanes overall for the couplet—versus two or three offered in the other options.

A transit couplet would require additional bus capacity on either Second or Fourth avenue.



### Map Key

- A** Bus lanes (passing and stopping); assumes a transit couplet with Second Avenue
- B** Bus stop/northbound - one side of street, every other block; southbound on Second Avenue
- C** General-purpose traffic lane
- D** Flex zone sidewalk parking - short term
- E** Pike Pine Renaissance: Act One concept shown on Pine Street
- F** Potential retail and public realm activation
- G** 27'-28' sidewalks

### Opportunities

- Reduces the burden of one street carrying the majority of north/south bus traffic
- May allow the greatest number of buses of the four scenarios
- Reduces the mix of cars and transit vehicles traveling in different directions, resulting in less congestion
- Reduces noise and exhaust for pedestrians
- Alleviates the chaos of bus weaving at stops

### Challenges

- Requires reconstruction of two streets
- Reduces opportunities for buses to pass in case of breakdowns (fewer lanes)





# Third and Pike Street

**Third Avenue should be a welcoming retail experience with buildings that foster public life.**

This image shows what it would feel like in the compact transitway scenario. Eliminating one lane of traffic would allow for 27' sidewalks and more room for businesses to take advantage of flexible sidewalk space. Open transit shelters provide

maximum sidewalk flexibility and allow pedestrians to walk where needed. Private investment in building renovations has the potential to engage passerby and invite them inside.





## Third and Pine Street

**At crowded intersections, Third Avenue should have wide sidewalks and vibrant businesses that allow people to stay and enjoy downtown.**

This image shows how a median transitway would open up sidewalk space for pedestrians and uses that encourage people to linger. Sidewalk cafés or restaurant lines could exist in concert with transit queuing, which would happen on the center median. No matter which side of the street, only one lane of traffic separates the pedestrian from the opposite sidewalk. This creates the perception that the street is narrow and belongs to people first.





# Third at King County Courthouse

**City Hall Park should create a center of gravity at the south end of downtown through park space and positive retail uses.**

In a future where Third Avenue is part of a two-street configuration, Third Avenue would form a transit couplet with either Second or Fourth avenue. Bus volumes are optimized in this scenario and their impacts to pedestrians are minimized since the load is shared between two streets. Activating existing public spaces, like City Hall Park, and lining them with complementary uses, like restaurants, retail and hotels, is critical to creating a hospitable environment for all people.





# Next Steps to Realize the Vision



Implementing the strategies for success is only possible if the City, County and their partners achieve three key goals: consistent ownership, a shared consensus for change and leveraging other investments.

CREATE CONSISTENT OWNERSHIP

Many similar transit-pedestrian streets around the country, including the peer streets studied here, created special districts that address specific needs not easily met by typical city maintenance protocols or budgets. These activities include:

- Extra cleaning and care of special materials and amenities
- More frequent cleaning of the sidewalk paving
- Business support, marketing and recruitment
- Event and activity programming
- Extra security
- Ambassador services for visitors

Examples:

- Portland Mall Management Inc.
- Downtown Denver Partnership
- Minneapolis Downtown Council
- Downtown Vancouver Business Improvement Association

BUILD CONSENSUS

A common vision is critical to success. This document outlines opportunities, but more work is necessary to build consensus around one specific concept. The work ahead includes:

- Introducing and funding a technical transportation study for further evaluation of alternative design scenarios listed in this document

- Determining a preferred approach with targeted physical and operational assumptions for future milestones, especially as regional high-capacity transit is implemented
- Leveraging improvements with associated intersecting public projects that implement the vision
- Evaluating funding opportunities for transit facility improvements

LEVERAGE PUBLIC AND PRIVATE INVESTMENTS

The street environment won’t change overnight. The public sector must harness private sector investment occurring at key nodes along the street and partner with intersecting civic projects.

As of fall 2018, there were about \$500 million of open development permits along the corridor. New residential and office towers will add workers and residents in nearly 1,597 new units along the corridor. This activity will have tremendous impact on the street and health of nearby businesses. This energy must not be wasted. The City and its partners can harness these private investments by:

- Supporting new development and redevelopment by ensuring new buildings embrace quality design and active storefronts
- Where possible, agreeing on and implementing new streetscape and public realm improvements with development
- Phasing in major public transportation improvements early to jump-start Third Avenue's transformation. For example, prioritize Third Avenue for electric buses to mitigate pollution and noise
- Focusing special investments around key pedestrian nodes where change is already occurring





# Future Opportunities

Many developments and investments are already planned for Third Avenue and the buildings that call it home. Together these investments can create change.



\$500M of private investment in new development and property renovations



King County Civic Master Plan process that looks at County assets and development potential in south downtown



\$30M in pedestrian improvements on Pike and Pine streets, intersecting Third Avenue



1,545 new residential units by 2021



Funded activation for City Hall Park in 2019



ORCA readers installed on Third Avenue in 2019 to allow for all-door boarding and reduce bus idling



“ A highly active, pedestrian-friendly Third Avenue will be good for DESC’s highly vulnerable clients. Too often our clients must navigate areas occupied by people who engage in unlawful or unwanted behaviors that take advantage of vulnerable populations. ”

**Daniel Malone**  
Downtown Emergency Service Center  
Executive Director









Credit: Downtown Denver Partnership

# Other cities around the country have worked for decades designing transit streets that are both functional and comfortable for pedestrians.

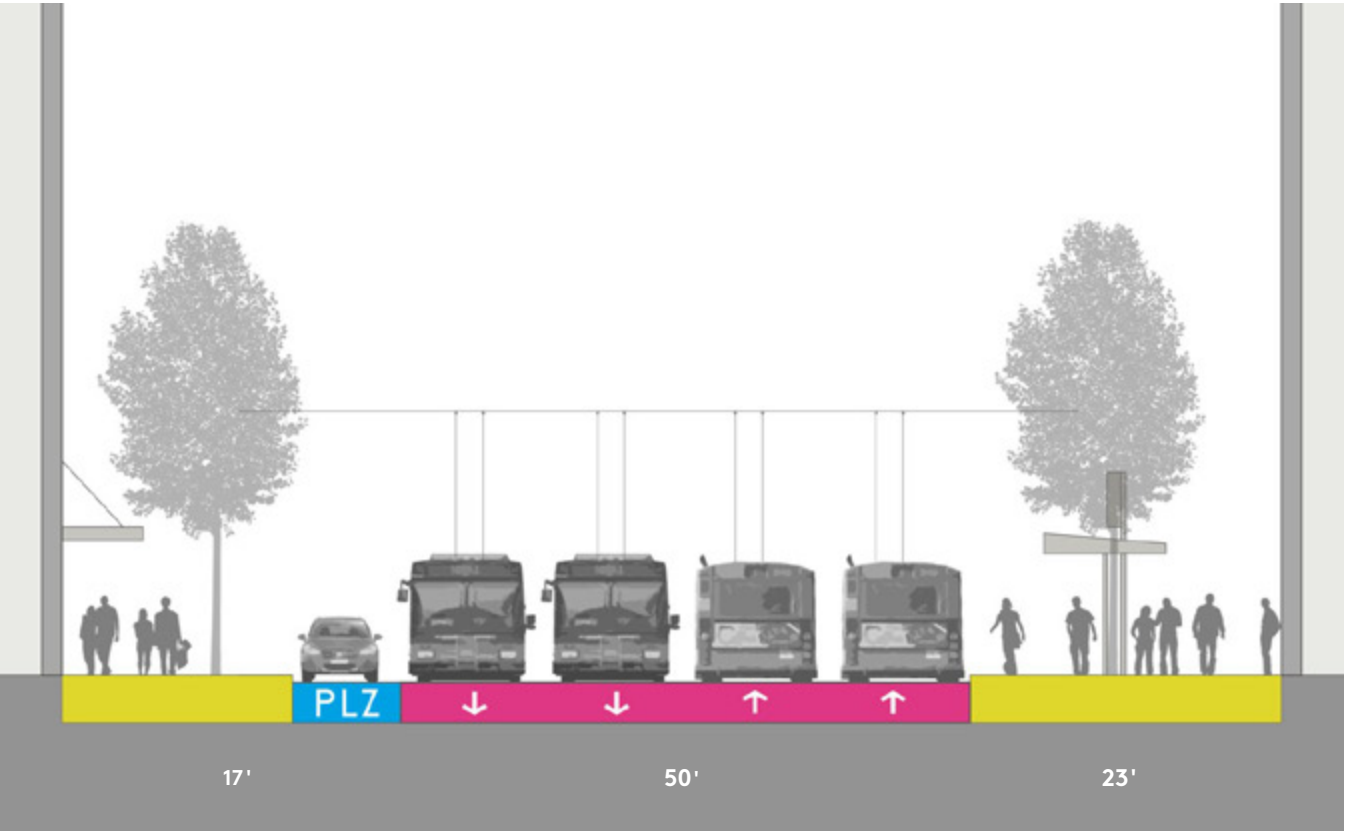
## Case Studies from Peer Cities

Alternative concepts for Third Avenue did not develop in a vacuum. Other cities around the country have worked for decades designing transit streets that are both functional and comfortable for pedestrians. DSA and the consultant team studied models used in Denver, Colorado; Minneapolis, Minnesota; Portland, Oregon, and Vancouver, B.C. to inspire the vision for Third Avenue. This section contains the findings of that study.

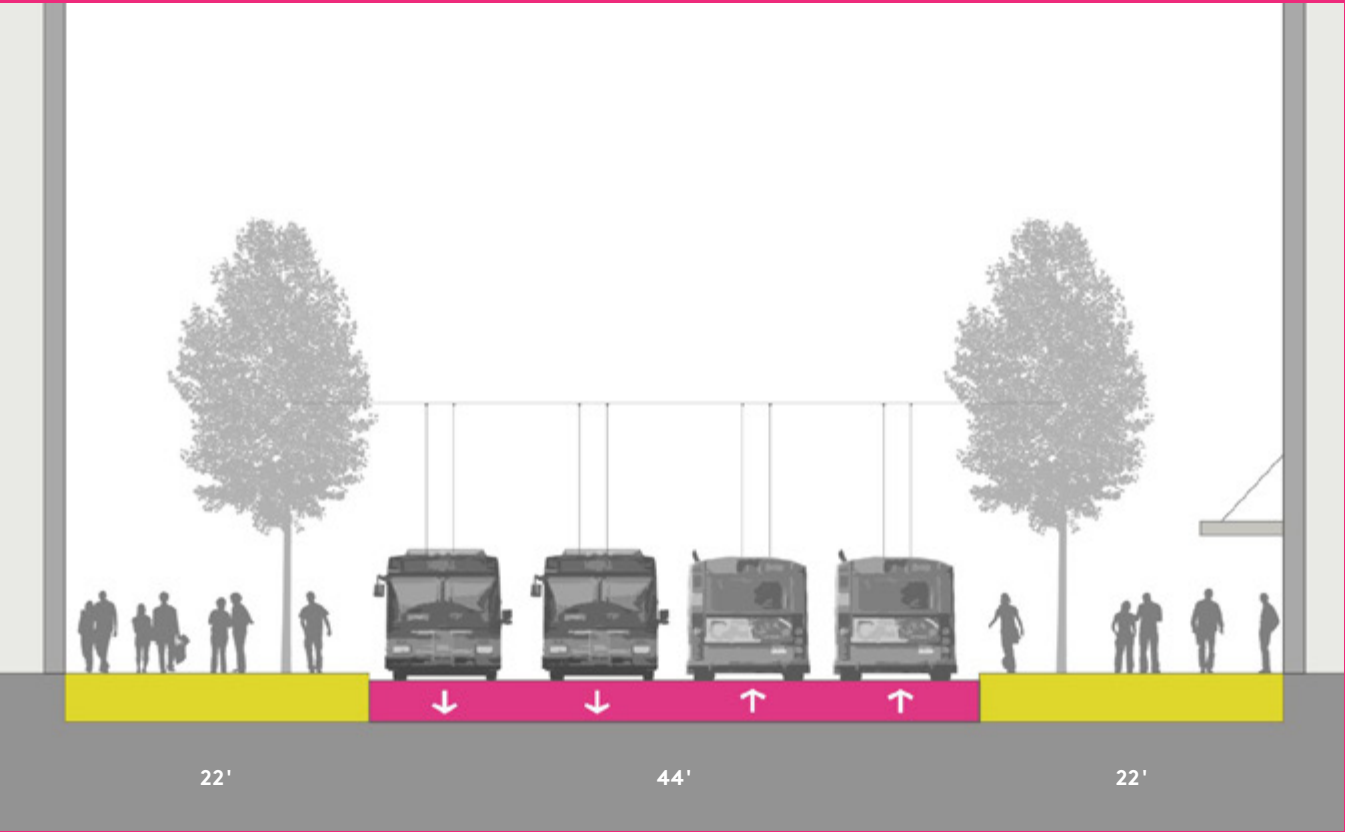
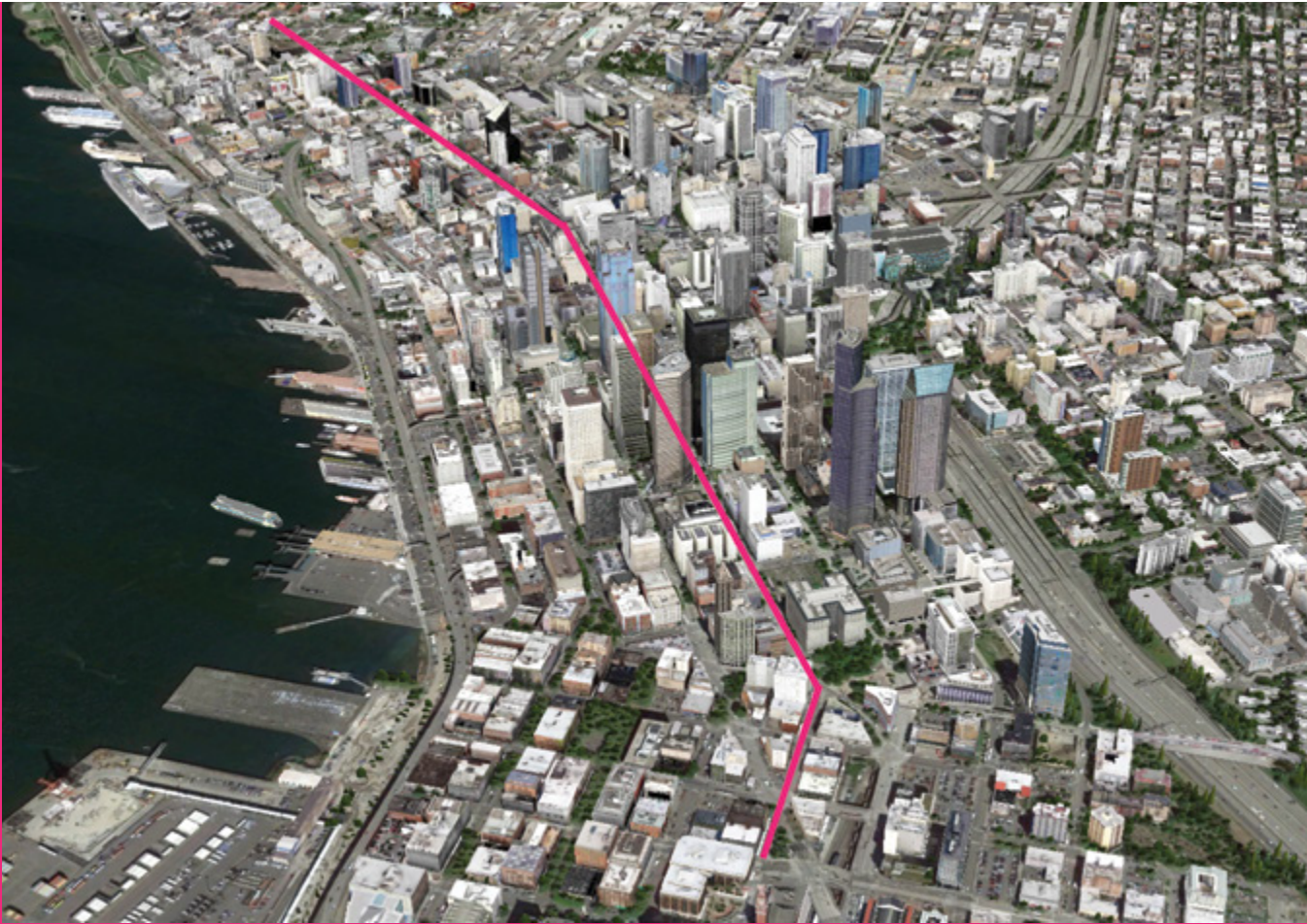


# Seattle's Third Avenue

<p><b>Urban Design</b></p> <p>1.7 miles, 26 blocks, 240'-360' block lengths, up to 90' right-of-way</p>	<p><b>Private Properties and Retail</b></p> <p>Corridor dominated by office buildings, lobbies and government buildings</p>	<p><b>Management and Stewardship</b></p> <p>Downtown Seattle Association provides limited programming and placemaking</p>
<p><b>Transportation</b></p> <p>290 buses per hour; 52,000 passengers per day, "skip-stop" operations and bus passing</p>	<p><b>Parks and Public Space</b></p> <p>Lacking significant space</p>	



Third and Bell/Battery ▲

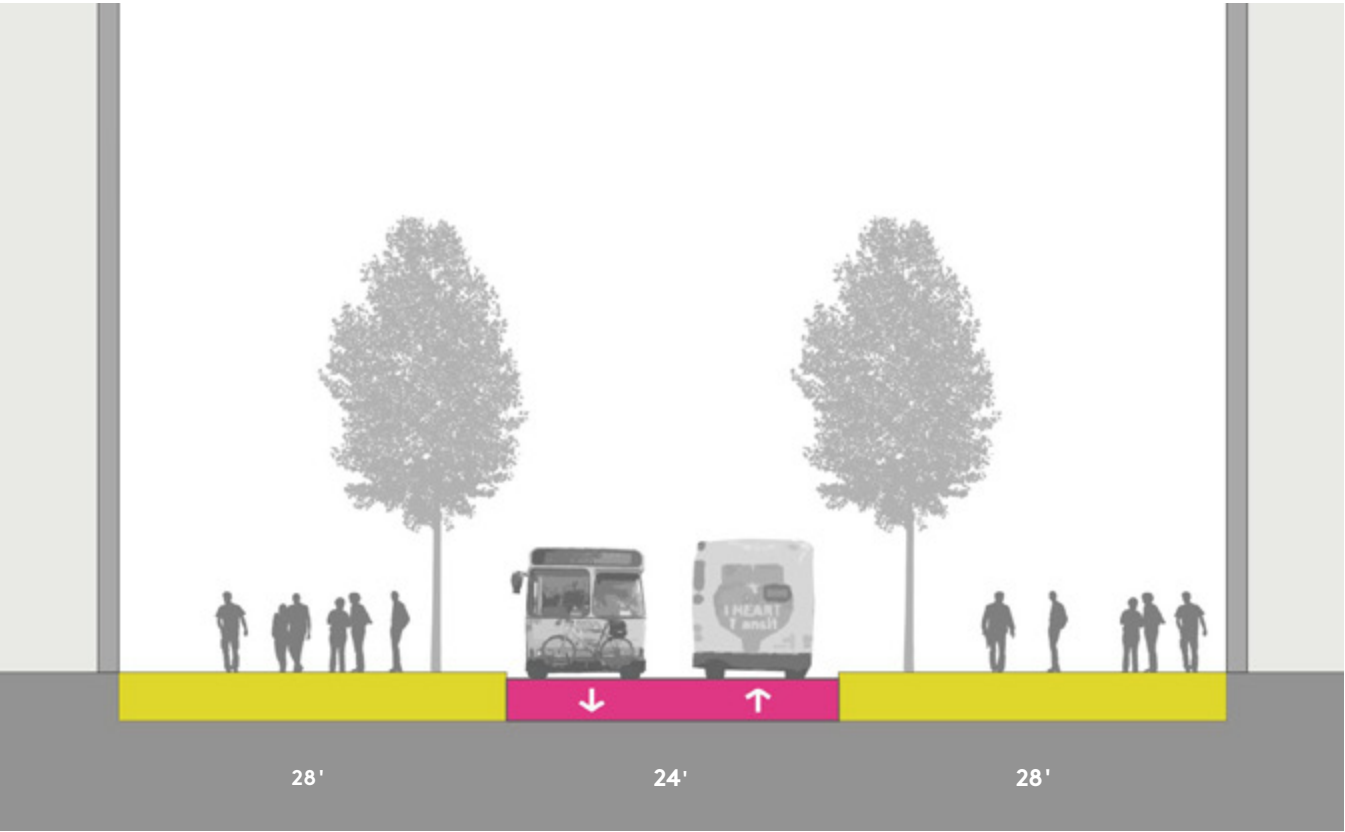


Third and Pike/Pine ▲

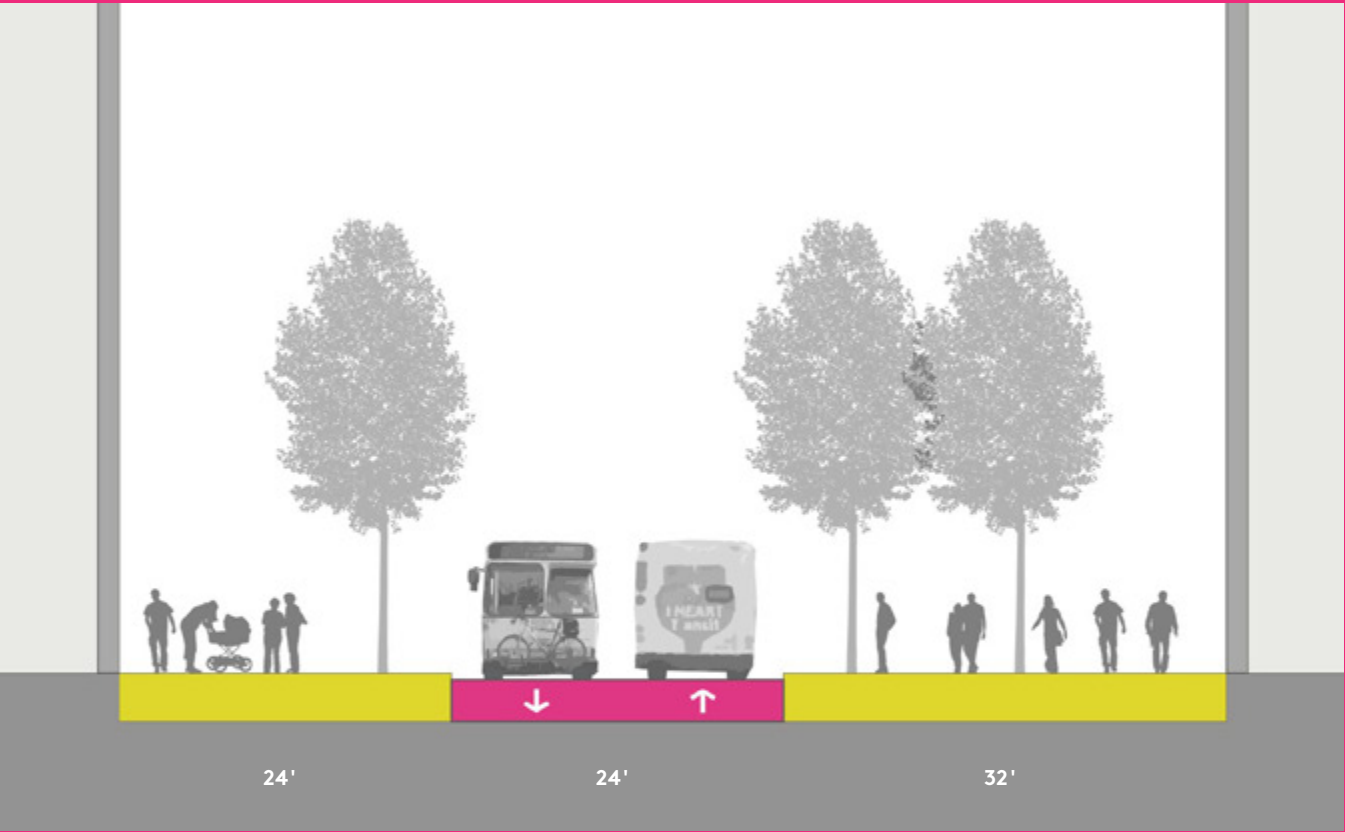


# Denver's 16th Street Mall

<b>Urban Design</b> 0.86 miles, 12.5 blocks, 266' block lengths, 80' right-of-way	<b>Private Properties and Retail</b> Lively restaurant and retail uses; sidewalk cafés	<b>Management and Stewardship</b> Downtown Denver Business Improvement District
<b>Transportation</b> 80 shuttle buses per hour; 45,000 passengers per day, stops every block, no bus passing	<b>Parks and Public Space</b> Active programming and placemaking	<i>Note: Sections and dimensions shown are part of an adopted plan for reconstruction.</i>



Denver - North ▲

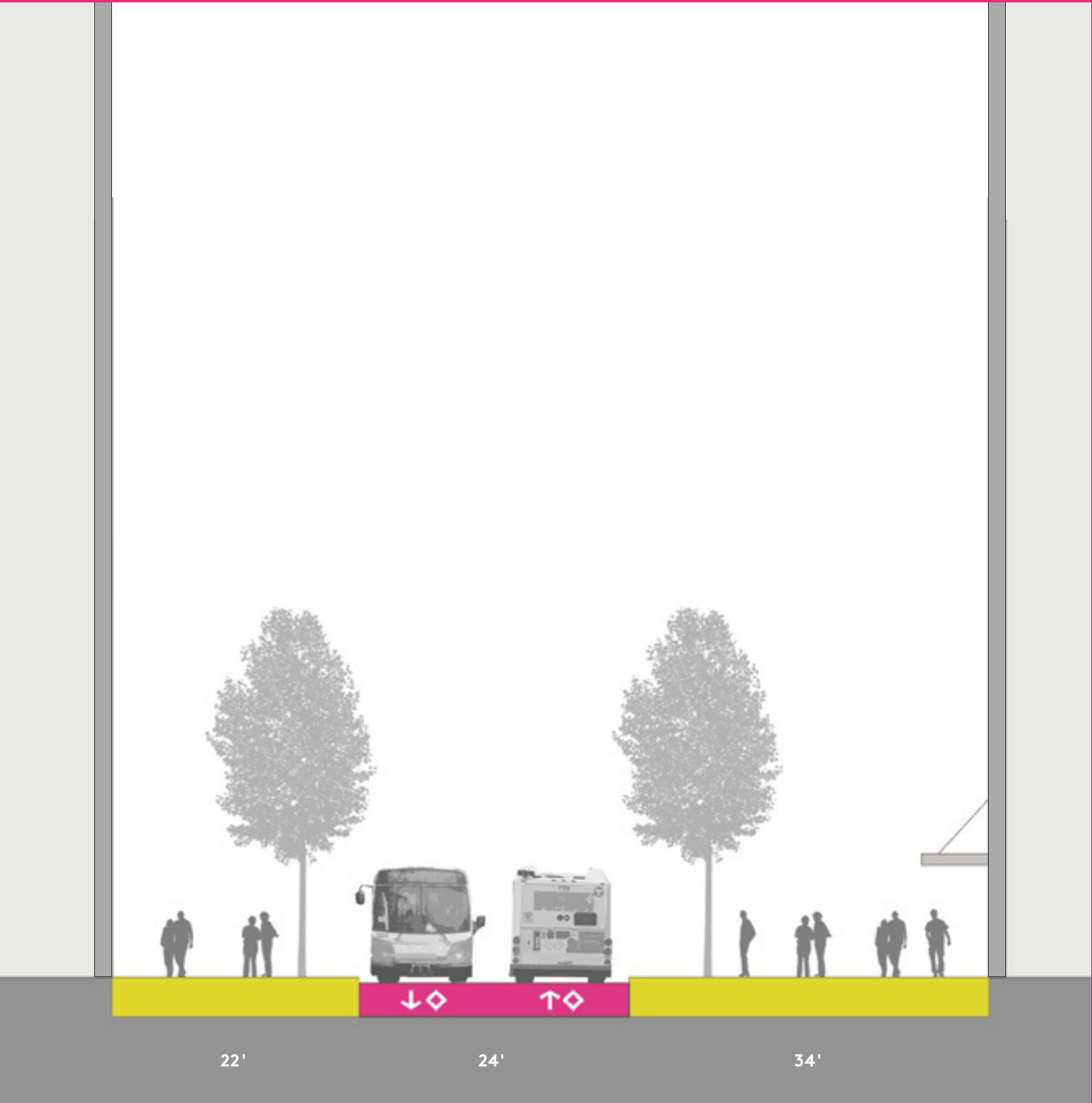


Denver - South ▲



# Minneapolis' Nicollet Mall

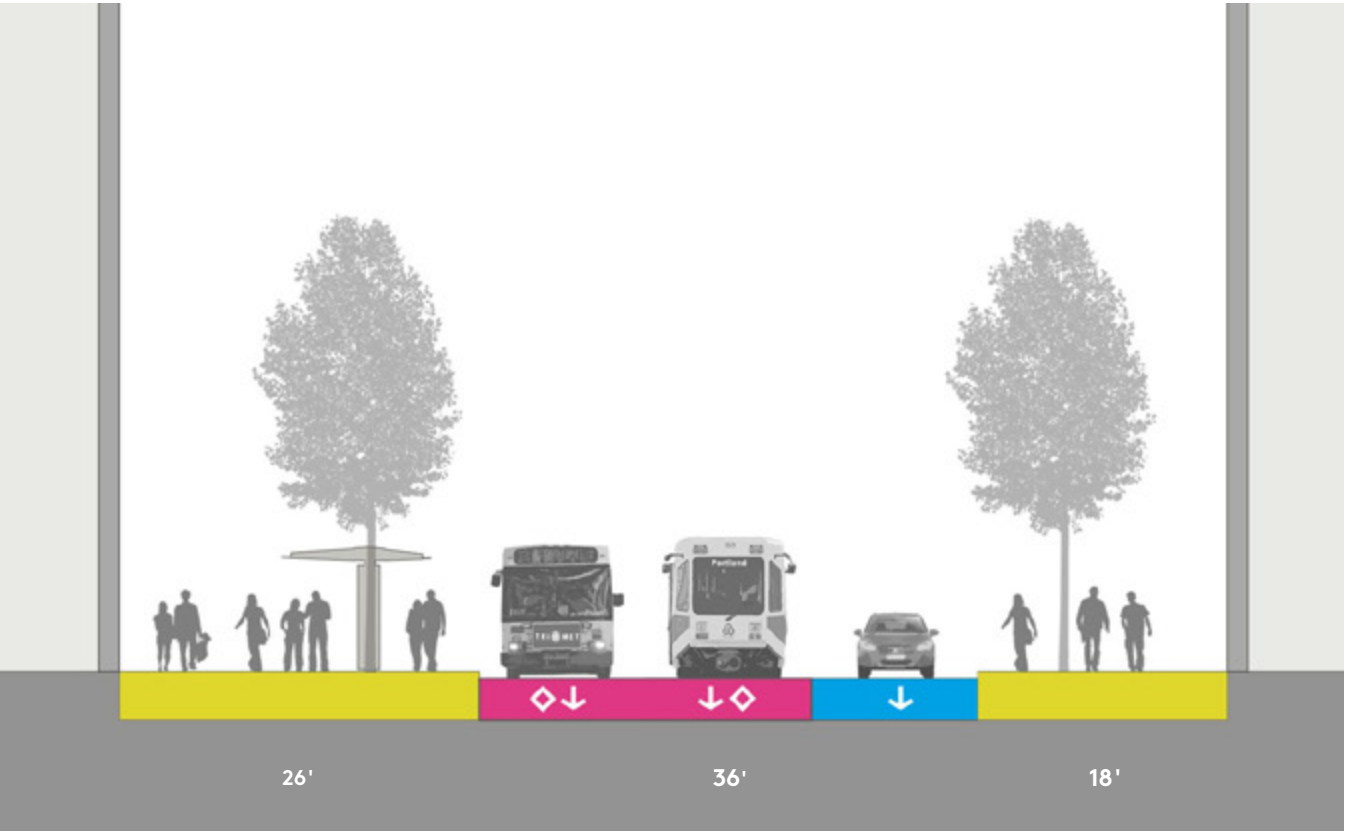
<b>Urban Design</b>  0.95 miles, 12 blocks, 322-350' block lengths, 80' right-of-way	<b>Private Properties and Retail</b>  Lively restaurant and retail uses; sidewalk cafés	<b>Management and Stewardship</b>  Downtown Council and Business Improvement District
<b>Transportation</b>  120 buses per hour; 12,500 passengers per day, no bus passing	<b>Parks and Public Space</b>  Active programming and placemaking, farmers markets	



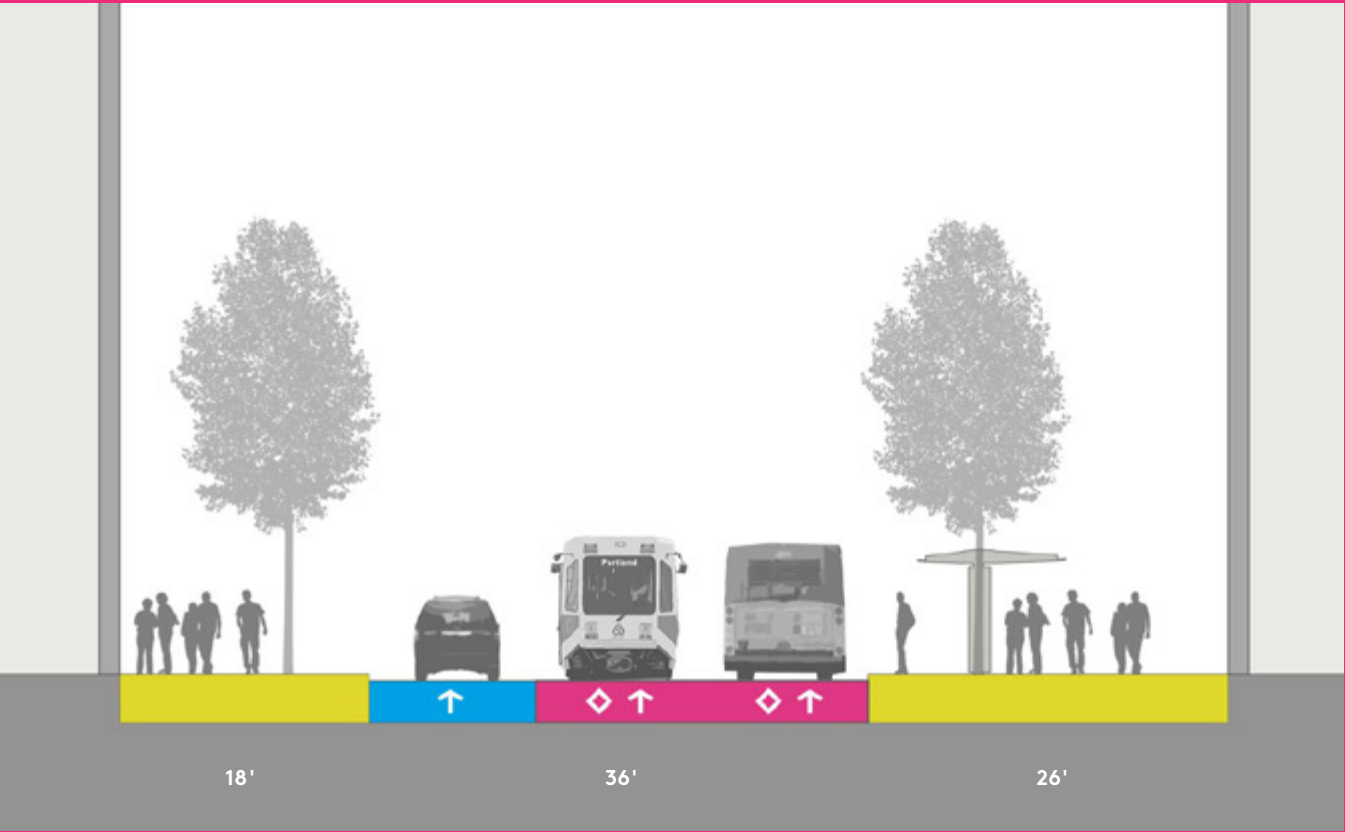
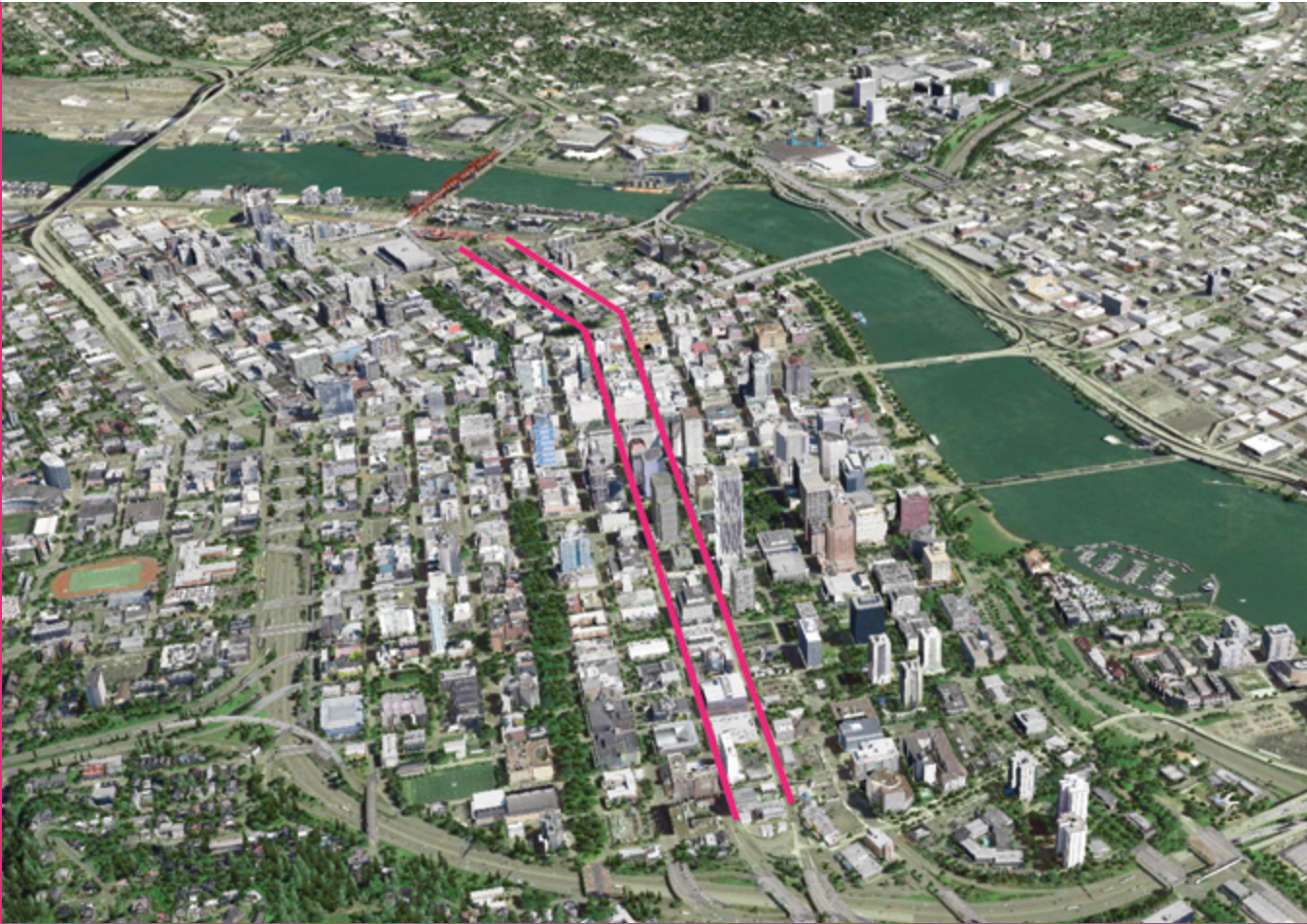


# Portland's Transit Mall

<b>Urban Design</b> 1.4 miles, 28 blocks, 200’ block lengths, two 60’-80’ rights-of-way	<b>Private Properties and Retail</b> Variable retail, restaurant uses and government buildings	<b>Management and Stewardship</b> Downtown Portland Business Alliance and Business Improvement District
<b>Transportation</b> 120 buses per hour, 12 light-rail trains per hour; 33,000 passengers per day, “skip-stop” and bus-passing operations	<b>Parks and Public Space</b> Programming and placemaking, farmers market	



Portland - 5th Avenue ▲

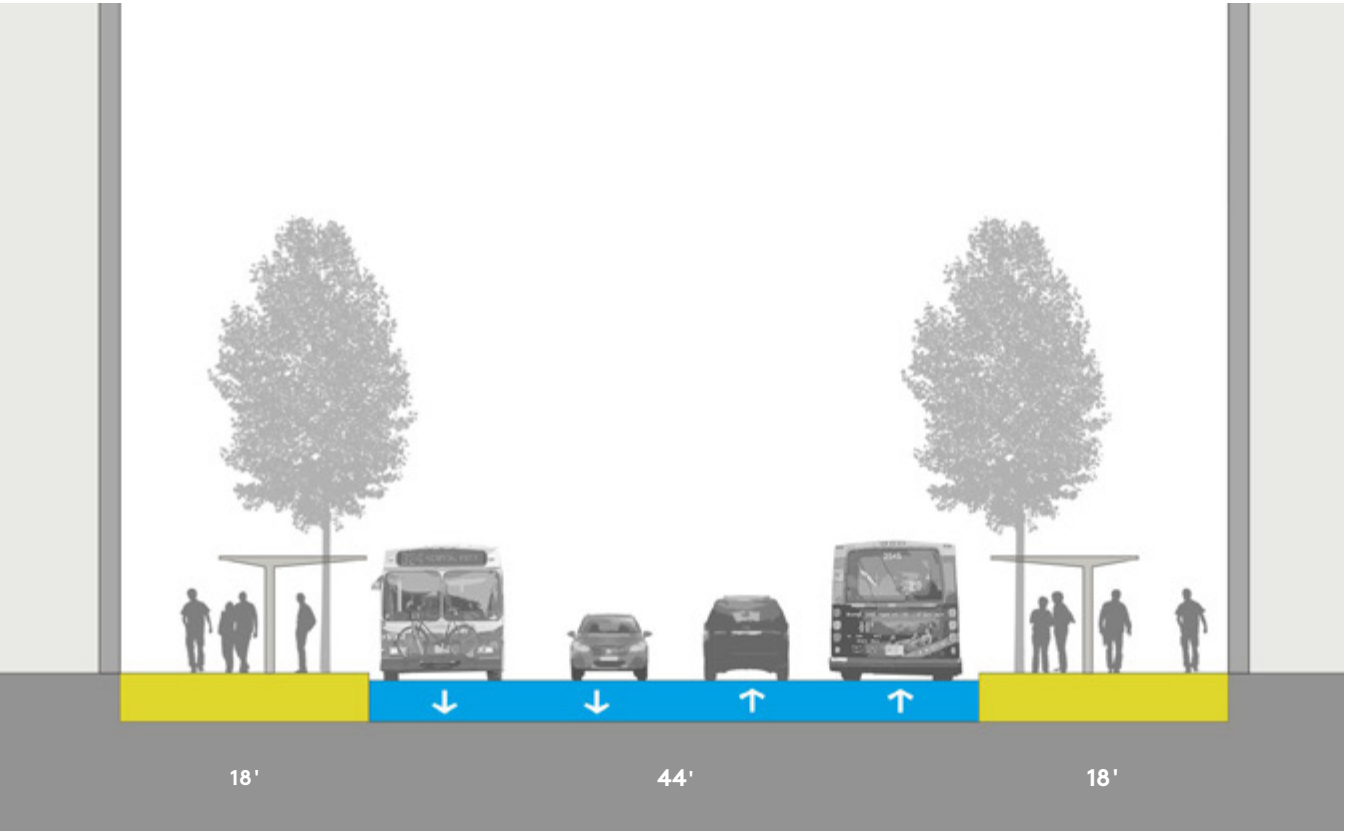


Portland - 6th Avenue ▲

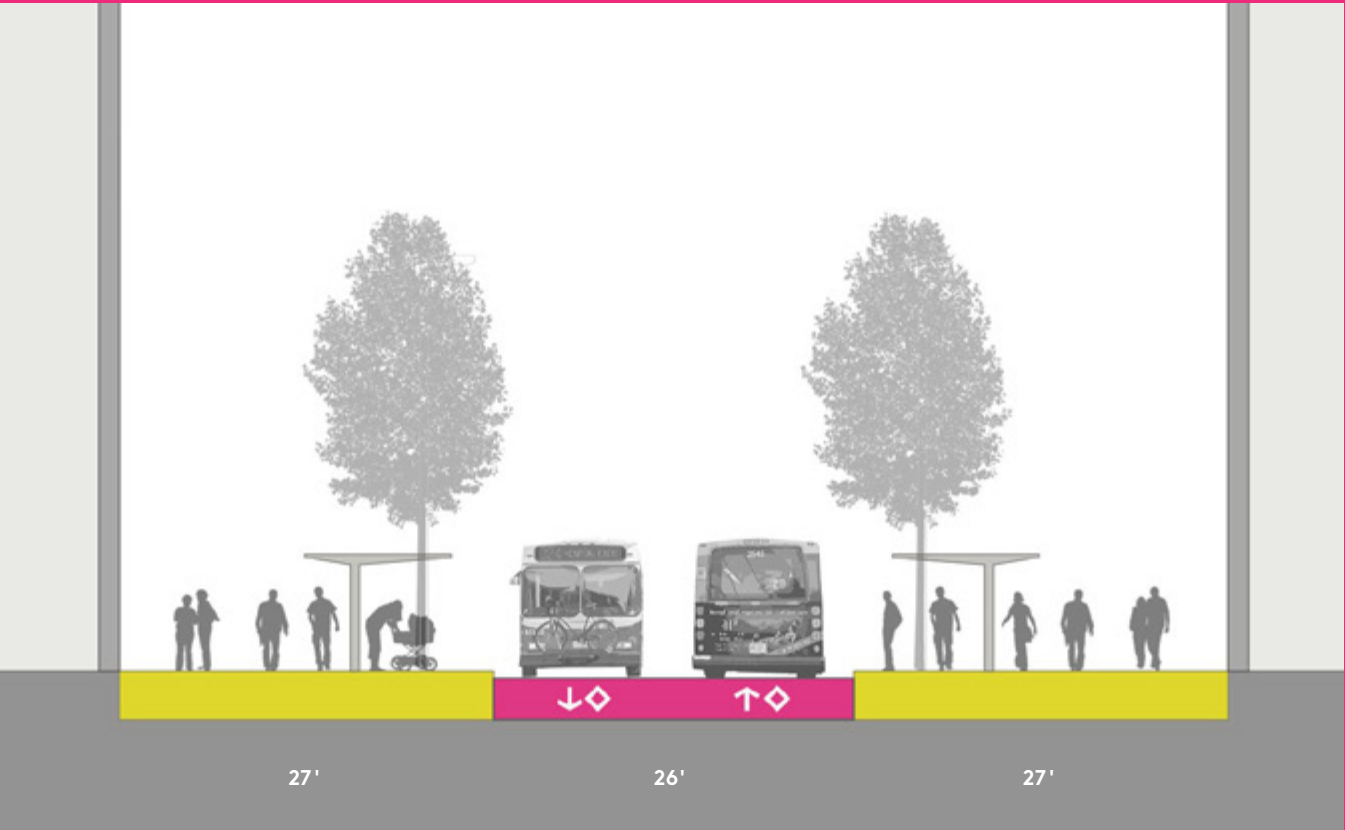


# Vancouver's Granville Mall

<b>Urban Design</b> 0.94 miles, 10 blocks, approx. 465’ +/- block lengths, 80’ right-of-way	<b>Private Properties and Retail</b> Lively retail, restaurants, nightlife and entertainment uses	<b>Management and Stewardship</b> Downtown Vancouver Business Improvement Association
<b>Transportation</b> 142 buses per hour, 85,700 passengers per day, no bus passing	<b>Parks and Public Space</b> Active programming and placemaking	



Vancouver - Granville ▲



Vancouver - Granville North ▲





# We can do this

## SETTING THE TABLE FOR SUCCESS

These case studies reveal five key takeaways as we think about improving Seattle's Third Avenue:

- Consistent vision between partners is necessary to achieve and measure success. Unlike its peer cities, Seattle lacks a vision to guide improvements on Third Avenue.
- Coordinated maintenance is critical to maintaining a healthy street environment. In Seattle, scattered responsibilities between multiple organizations and property owners lead to poor street and sidewalk conditions. Other cities created single entities to champion maintenance along key transit corridors.
- Enforcement is not enough. Positive spaces require positive activities. Adjacent buildings must provide uses that spur constructive activity.
- Timing is everything. Changes to the street must evolve in tandem with the development that surrounds it.
- Complex problems deserve complex solutions. We must use all available tools to make an impact.



“ Third Avenue is a prime thoroughfare for Seattle visitors and lies at the confluence of hotels, attractions, cultural offerings and restaurants. It’s important that we re-envision Third Avenue as both a transit corridor and a welcoming pedestrian promenade. ”

**Tom Norwalk**  
*Visit Seattle*  
*President & CEO*



# A History of Third Avenue

Looking south onto Third Avenue ►  
from Pike Street.

Circa 1909

Credit: University of Washington  
Libraries Special Collections



For more than a century, Third Avenue has been a major thoroughfare for transportation and commerce in downtown. It also lays claim as one of the city’s historical civic and cultural corridors—home to the city’s first schools, its second fire station, and a host of beloved theaters.

**1853**  
Arthur Denny, Carson Boren, and Dr. David S. Maynard file the first plats for Seattle, establishing the Pioneer Square district and downtown core street grid, including Third Avenue as we know it today.

**1853**  
The cross streets for the first plat run from Jefferson to Spring streets with the second and third plats including the cross streets that run from Spring to Pine streets.

**1870**  
Seattle’s second school opens at Third Avenue and Madison Street, operating as Central School until 1883. Down the street, the North School opens in 1873 at Third Avenue and Pine Street, the current site of Macy’s. The school closed in 1887.

**1876**  
The Seattle School District purchases two lots from William Bell to build and open the Bell Town School at Third Avenue and Vine Street. This is the first school north of Pine Street.



▲ Students from North School, located at Third Avenue and Pine Street.  
Circa 1887  
Credit: Seattle Public Schools District Archives

**1890**  
Washington Hotel opens on Third Avenue between Virginia and Stewart streets. The hotel opened only briefly to host President Theodore Roosevelt in 1903. It was demolished around 1906 during the Denny Regrade.

**1892**  
The City of Seattle is served by 48 miles of streetcar and 22 miles of cable cars.



▲ Third Avenue Theatre (formerly Cordray’s Theatre), on the northeast corner of Third Avenue and Madison Street.  
Circa 1898  
Credit: MOHAI, Anders B. Wilse Collection.

**1900**  
Theaters spring up along Third Avenue. The Grand Opera House is constructed at Third Avenue and Cherry Street in 1900. It operates as a theater until 1923, when the building is remodeled into a parking garage.

**1900**  
The city’s second fire department opens at the northeast corner of Third Avenue and Pine Street, replacing the North School.



▲ Fire Station #2 at its original location, on the northeast corner of Third Avenue and Pine Street.  
Circa 1890  
Credit: Seattle Public Library

**1906**  
The Third Avenue Theatre, previously located at Third Avenue and Madison Street, is relocated to a former Methodist Church at Third Avenue and Pine Street.

**1906**  
Streetcar tracks are extended throughout Third Avenue upon the Denny Regrade.

**1911**  
Civil engineer Virgil Bogue’s “Plan for Seattle” recommends a cut-and-cover tunnel for transit on Third Avenue to connect downtown with a new civic area. The plan was abandoned in 1912.



▲ Third Avenue looking south from Madison during regrade work.  
March 28, 1907  
Credit: Seattle Municipal Archives

**1911**  
The Coliseum Theatre at the southeast corner of Third Avenue and James Street shutter, and the building is demolished.

**1915**  
The Pantages Theatre opens on the corner of Third Avenue and University Street. Operating as a vaudeville and film theater until 1936, when it reopens as the Palomar. It sees appearances from music legends, including Louis Armstrong, Duke Ellington and Frank Sinatra. It is replaced in 1966 with a parking garage.



▲ Pantages Theatre, on the northeast corner of Third Avenue and University Street.  
Circa 1917  
Credit: University of Washington Libraries Special Collections

**1918**  
In the City Engineer Annual report, R.H. Thompson claims that the city’s growth will someday require the construction of a subway on Third Avenue and the development of two transit transfer hubs — one at the north end of the city and another at the south end.

**1920**  
City Engineer Arthur H. Dimock publishes a plan for rail transit in a cut-and-cover tunnel under Third Avenue from Virginia Street to Yesler Way.

**1920**  
The Winter Garden Theatre is constructed. Located on Third Avenue and Pike Street, it is built to screen motion picture films. It is converted to an adult film theater in 1979. The building still stands, but the original exterior is greatly altered and none of the original interior remains.



▲ Winter Garden Theatre, located at Third Avenue and Pike Street.  
Circa 1932  
Credit: University of Washington Libraries Special Collections

**1926**  
Seattle City Planning Commission proposes its own rapid transit system with an elevated line on Western Avenue and a cut-and-cover tunnel on Third Avenue from Pike Street to Yesler Way.



▲ Third Avenue facing north from Cherry Street.  
April 21, 1930  
Credit: Seattle Municipal Archives



▲ Birds eye view of the intersection of Third Avenue and Pike Street.  
October 28, 1936  
Credit: Seattle Municipal Archives

**1937**  
Seattle voters reject the “Beeler Plan” to replace street rail with trackless trolleys and motor buses.

**1941**  
Streetcars end service on Third Avenue after Seattle Municipal Railway folds under financial pressures created by mandated nickel fares and a state supreme court ban on transit subsidies. Automobiles, trolley buses and diesel buses become the predominant form of transit. Tracks are removed on Third Avenue two years later.



▲ The Capitol Theatre, once part of the Telenews circuit, on Third Avenue facing south from Pine Street.  
Circa 1942  
Credit: Seattle Public Library



▲ Removal of the tracks on Third Avenue near University Street.  
June 8, 1943  
Credit: Seattle Municipal Archives

**1968**  
The Forward Thrust Initiative for rail and mass transit fails.



▲ Seattle’s Third Avenue looking down between Stewart and Pine streets.  
Circa 1960’s  
Credit: Max R. Jensen

**1970**  
Voters reject Forward Thrust for a second time, many blame a weak economy for its defeat. Federal funding of \$880 million (more than \$4.6 billion in 2017 dollars) is passed from Seattle to Atlanta to build that city’s MARTA light-rail system.

**1972**  
Metro Transit, a new countywide bus system, is approved by voters. Funding comes from a sales tax increase of 0.3 percent.



▲ Riders board the bus on Third Avenue.  
Circa 1960-1980  
Credit: Seattle Municipal Archives

**1976**  
The Federal Urban Mass Transit Association denies Seattle’s application for rail transit planning, but approves funds for Portland’s MAX system. The following year, Metro commits to an aggressive all-bus strategy.



▲ Pedestrians walk along Third Avenue near Union Street.  
Circa 1960-1980  
Credit: Seattle Municipal Archives

**1978**  
In order to reduce surface street congestion, Metro Transit commissions a study to examine the construction of a bus tunnel under Third Avenue. The estimated price tag is \$450 million.

**1979**  
Metro’s downtown advisory committee endorses development of a Third Avenue transit mall with peripheral terminals, and future construction of a tunnel for electric trolleys or “dual-mode” diesel/ electric buses. That fall, the City of Seattle approves development of the project.



Early 1980s

With support from Mayor Charley Royer, Metro Transit planners embark on a plan for establishing a north and south hub in downtown for quieter electric buses to run between these terminals. Although opposed by Eastside leaders, the number of buses operating downtown would be reduced allowing service to be faster while keeping suburban buses on schedule.

1983

The final plan for five-station tunnel under Third Avenue (bored) and Pine Street (cut-and-cover) with dual-mode buses is approved. The plan includes converting Third Avenue into a landscaped transit mall. The streetscape elements are never carried out.



▲ The Downtown Seattle Woolworth's store, located at Third Avenue and Pike Street  
May 27th, 1986  
Credit: Steve Morgan

1987

Boring for downtown transit tunnel begins. Stations on Third Avenue are constructed through a cut-and-cover approach.



▲ Removing dirt from a hole for a soldier pile on Third Avenue near Yesler Way.  
April 30, 1987  
Credit: MOHAI, Seattle Post-Intelligencer Collection

1990

The downtown transit tunnel opens for regular service under Third Avenue.



▲ Metro bus in tunnel.  
Circa 1980s-1990s  
Credit: King County Office of Information Resource Management Printing and Graphic Arts photographs. Series 1147, Box 1, Folder 27.



▲ Third Avenue tunnel entrance at University Street Station.  
April 1990  
Credit: King County Office of Information Resource Management Printing and Graphic Arts photographs. Series 1147, Box 1, Folder 25.

1998

The “Metro 2000” long-range planning process begins, intended to meet high-capacity transit demands with two-seat ride options and rail system.

2005

The tunnel closes for two years to allow tracks to be laid to accommodate light rail. Local businesses agree to put buses on Third Avenue and make it a temporary transit street, under the conditions that buses will go back in the tunnel after construction is complete.

2006

As conditions degrade on Third Avenue, the DSA and a group of local business owners begin meeting to develop plans for cleaning and maintaining the corridor.

2007

The City decides to keep buses on Third Avenue beyond tunnel construction. Businesses voice concern that this change will have negative impacts on the street conditions. A one-year pilot is initiated. Individual property owners on Third Avenue agree to pay the DSA-managed Metropolitan Improvement District (MID) for additional cleaning services in front of their buildings.

2012

A memorandum is signed between DSA, the City of Seattle, and King County Metro for additional services, cleaning and maintenance along Third Avenue. The memorandum outlines the plans for streetscape improvements and capital investments, off-board fare payment kiosks, lighting, enhanced sidewalk

cleaning, additional trash removal, and regular performance reports. The mayor creates, and later disbands, a task force to oversee this work.

2014

The City and Metro complete the Third Avenue Transit Corridor Improvement Project. The plan outlines promising urban design solutions for sidewalk furniture, surface treatments, signage, bus shelters and lighting. It does not consider fundamental changes to bus operations, right-of-way allocation or pedestrian prioritization. Minor upgrades are made between Pike and Stewart streets, based on the recommendations. Improvements include rolling curbs for goods delivery and new treatment for painted red curbs.

2015

The City of Seattle and the Seattle Police Department conduct the “9½ Block Strategy,” an attempt to improve safety in the areas surrounding Third Avenue and Pine Street. The process is met with mixed public opinion. Some bus shelters are removed and some bus stops are repositioned to reduce crowding.

2017

The One Center City planning effort considers an additional north/south transit street through downtown. Businesses, property owners and some users of Third Avenue object on the basis that Third Avenue is problematic. The Downtown Transportation Alliance agrees to a new visioning process for Third Avenue.

2018

The City extends Third Avenue transit-only hours from 6 a.m. to 7 p.m. every day to relieve bus congestion.

2019

Metro brings bus service out of the tunnel resulting in more than 20 buses an hour being added to Third Avenue bringing the peak-hour total to nearly 300 buses per hour traveling through the corridor.

Seattle’s rich theater history graced the city’s stages dating back from the pioneer days in the mid 1800s to the roaring 1920s. From the first makeshift performance hall in the Yesler Mill cookhouse, the entertainment scene eventually found a home on Third Avenue with the opening of the Grand Opera House. The theater scene continued to grow throughout the corridor with the addition of Cordray’s Theatre, Pantages Theatre, Winter Garden Theatre, Embassy Theatre and others.



▲ Seattle Theatre, on the southeast corner of Third Avenue and Cherry Street.  
Circa 1892 -1915  
Credit: University of Washington Libraries Special Collections



▲ Third Avenue Theatre (formerly Cordray's Theatre), on the northeast corner of Third Avenue and Madison Street.  
Circa 1892  
Credit: Seattle Public Library



▲ Seattle's Grand Opera House in 1905 located at Third Avenue and Cherry Street.  
Circa 1905  
Credit: Seattle Public Library



▲ The Embassy Theatre's Third Avenue entrance facing north from Union Street.  
Circa 1947  
Credit: Paul Dorpat and Jean Sherrard "Seattle Now & Then" website

A special thank you to the many partners that came together to craft this collective vision for Third Avenue including government agency staff, businesses, residents and property owners. The work was funded and completed by DSA in partnership with the Downtown Transportation Alliance and advisory input from the Third Avenue Vision Task Force and Third Avenue Quick Wins Task Force.

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## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Legislative	Whitson/x5-1674, Chow/x4-4652	N/A

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

### **1. BILL SUMMARY**

#### **Legislation Title:**

A RESOLUTION endorsing the goals of the Downtown Seattle Association's Third Avenue Vision; and stating the intent of The City of Seattle to work collaboratively with the Downtown Seattle Association, King County Metro, and Sound Transit to pursue improvements to Third Avenue in Downtown Seattle.

#### **Summary and Background of the Legislation:**

This legislation endorses the goals of the Downtown Seattle Association's Third Avenue Vision, which calls for reevaluating the configuration of Third Avenue through Downtown Seattle to improve the pedestrian environment while maintaining transit capacity on this critical transit corridor.

The legislation further requests that the Office of Planning and Community Development, Seattle Department of Transportation, and the Office of Economic Development work with the Downtown Seattle Association, King County Metro, and Sound Transit to: A) Develop a work plan to refine the alternatives for Third Avenue with the goal of providing a final plan for Third Avenue; B) Prepare a budget to fund the design of a final configuration of Third Avenue; C) Identify short-term changes that can improve the pedestrian environment along Third Avenue; D) Develop consensus around a preferred final configuration for Third Avenue; and E) Seek funding for implementation of the final configuration for Third Avenue.

### **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 legislation calls for development of a work plan and budget proposal for designing and implementing changes to the configuration of Third Avenue. Appropriations for these activities will need to be provided in future budget legislation.



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

No direct financial costs of not implementing the legislation have been identified. The Third Avenue Vision finds that the high volume of transit on Third Avenue has impacted the pedestrian experience and, indirectly, the viability of adjacent businesses.

#### 4. OTHER IMPLICATIONS

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

The legislation requests that the Office of Planning and Community Development, Seattle Department of Transportation, and the Office of Economic Development work with the Downtown Seattle Association, King County Metro, and Sound Transit to develop a Third Avenue workplan.

**b. Is a public hearing required for this legislation?**

No public hearing is required.

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

No published public notice is required.

**d. Does this legislation affect a piece of property?**

The legislation requests that design alternatives be developed for Third Avenue. Different design alternatives may have implications for property abutting Third Avenue, but no direct impacts to property are anticipated with this legislation.

**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?**

No Race and Social Justice Initiative implications have been identified with this legislation. The legislation requests development of a workplan to refine design alternatives and pedestrian improvements to Third Avenue which may identify impacts to vulnerable or historically disadvantaged communities.

**f. Climate Change Implications**

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

The Third Avenue Vision is intended to promote pedestrian and transit use of Third Avenue right-of-way in support of broader efforts to reduce carbon emissions from the transportation sector.

**2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

No direct impacts to Seattle's climate resiliency have been identified.

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

This legislation endorses the goals of the DSA's Third Avenue Vision and requests the development of a work plan to evaluate alternatives to reconfigure Third Avenue to better promote pedestrian and transit use. Specific goals and measurable outcomes would be identified in the evaluation process.

**Summary Attachments:**

None.