

When Recorded, Return to:

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Seattle, WA 98101-2925

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## COVENANT

### OFF-SITE ACCESSORY PARKING

<b>Grantor:</b>	1) WASHINGTON STATE MAJOR LEAGUE BASEBALL STADIUM PUBLIC FACILITIES DISTRICT, A WASHINGTON MUNICIPAL CORPORATION AND SPECIAL PURPOSE DISTRICT
<b>Grantee:</b>	1) THE BASEBALL CLUB OF SEATTLE, LP, A WASHINGTON LIMITED PARTNERSHIP
<b>Legal Description (abbreviated):</b>	BURDENED PARCEL—PORTION OF LOTS 1-24, BLOCK 322, SEATTLE TIDE LANDS, LOTS 1-24, BLOCK 288 AND ALL OF BLOCK 323, SEATTLE TIDE LANDS (COMPLETE DESCRIPTION IN EXHIBIT A); BENEFITED PARCEL—LOTS 1-3 AND THE NORTH 6 FT. OF LOT 4 IN BLOCK 321, SEATTLE TIDE LANDS
<input checked="" type="checkbox"/> Additional on :	<u>EXHIBIT A</u>
<b>Assessor's Tax Parcel ID #:</b>	BURDENED PARCEL—766620-6483-09; 766620-4966-00; 766620-6585-06; 766620-6595-04; 766620-6605-02; 766620-6620-03; 766620-6525-09; 766620-4965-01; 766620-6580-01; 766620-6590-09; 766620-6600-07; 766620-6615-00; 766620-6430-03  <u>BENEFITED PARCEL—76620-6430</u>
<b>Reference Nos. of Documents Released or Assigned:</b>	<u>N/A</u>

**THIS COVENANT**, made this date by the Washington State Major League Baseball Stadium Public Facilities District (“PFD”), a Washington municipal corporation and special purpose district, and The Baseball Club of Seattle, LP, a Washington limited partnership (“the Club”) to the City of Seattle to satisfy the requirements of Section 23.54.025 and 23.54.015 of the Land Use Code of the City of Seattle (Seattle Municipal Code, Title 23) relating to off-site accessory parking, and to secure necessary building and use permits for the Club:

WITNESSETH:

WHEREAS, the PFD is the owner of the property depicted and legally described in **EXHIBIT “A”** located at 151 South Royal Brougham Way (SAFECO Field), Seattle, Washington (“PFD Property”).

WHEREAS, the PFD Property includes the SAFECO Field parking garage and surface parking lot, herein called the “Accessory Parking Site.”

WHEREAS, the Club is the owner of the property at 1500 First Avenue South, legally described as Lots 1-3 and the north 6 feet of Lot 4 in Block 321, Seattle Tide Lands, King County, Washington, herein called the “Principal Building Site.”

WHEREAS, the Club has received a Master Use Permit from the City of Seattle under Project No. 92108484 to construct a retail and office building on the Principal Building Site (“Master Use Permit”).

WHEREAS, the Master Use Permit determined that 80 parking spaces were required by the Land Use Code for the Club’s retail and office building, and those spaces could be located on the Accessory Parking Site.

WHEREAS, Section 23.54.025 of the Land Use Code of the City of Seattle provides as follows:

When parking is provided on a lot other than the lot of the use to which it is accessory, the following conditions shall apply:

- A. The owner of the parking spaces shall be responsible for notifying the Director should the use of the lot for covenant parking cease. In this event, the principal use must be discontinued, other parking meeting the requirements of the Code must be provided within thirty (30) days, or a variance must be applied for within fourteen (14) days and subsequently granted.
- B. A covenant between the owner or operator of the principal use, the owner of the parking spaces and the City of Seattle stating the responsibilities of the parties shall be executed. This covenant and

accompanying legal descriptions of the principal use lot and the lot upon which the spaces are to be located shall be recorded with the King County Department of Records and Elections, and a copy with recording number and parking layouts shall be submitted as part of any permit application for development requiring parking.

NOW, THEREFORE, the PFD and the Club agree with each other and the City of Seattle as follows:

1. The PFD hereby covenants and agrees that 80 legally established parking spaces on the Accessory Parking Site may be used to provide off-street parking accessory to the Principal Building Site (“Covenant Spaces”).

2. Under a lease of the PFD Property between the PFD and the Club, the Club is solely responsible for managing the parking on the Accessory Parking Site during the term of the lease. As approved by the Master Use Permit, the Accessory Parking Site may be used as required parking for the Principal Building Site, while also serving as the required parking for SAFECO Field. The Master Use Permit did not require the Covenant Spaces to be specifically identified on the Accessory Parking Site. The designation of the Covenant Spaces and their management shall be the sole responsibility of the Club during the term of this covenant. The specific terms for use of the Covenant Spaces by tenants of the Principal Building Site shall be governed by the tenant’s lease.

3. The Club agrees that during the term of this covenant, 80 parking spaces on the Accessory Parking Site shall be reserved for the Principal Building Site, as long as the principal building or use to which the parking is accessory is constructed and continues to exist.

4. The parties agree that this covenant may be terminated by the Club at any time, without any liability or recourse.

5. The PFD and the Club agree that this covenant shall expire on the same day as the Club’s lease of the PFD property expires, with said lease being as now existing or as renewed. If the Club’s existing lease of the PFD Property is renewed, then this covenant shall automatically have the same term as the Club’s lease renewal(s), unless the Parties agree otherwise.

6. The Club hereby covenants and agrees that upon expiration or termination of this covenant, the Club shall promptly notify the Director of the Department of Design, Construction and Land Use of its intention to provide other off-street parking spaces to replace the required spaces of the Accessory Parking Site, or apply for a variance, or discontinue the use on the Principal Building Site which requires such spaces; and that the Club will obtain all necessary permits or approvals to establish required parking in a timely manner if it intends to continue the use. The PFD shall not be obligated to provide

replacement parking for the Principal Building Site in the event this Covenant expires or is terminated by the Club.

7. The parties further agree that this covenant does not provide the Club with any right to access or use the Accessory Parking Site for any construction or construction related activity associated with the Principal Building Site, such as construction staging, or vehicle or equipment storage; provided, however, that construction parking shall be allowed in the Covenant Spaces.

8. This covenant shall run with the land and be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

**WASHINGTON STATE MAJOR LEAGUE  
BASEBALL STADIUM PUBLIC FACILITIES  
DISTRICT**

a Washington municipal corporation and special  
purpose district  
Owner of Accessory Parking Site

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Washington State Major League Baseball Stadium Public Facilities District, a Washington municipal corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_ day of \_\_\_\_\_, 2003.

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

**THE BASEBALL CLUB OF SEATTLE, LP**  
a Washington limited partnership  
Owner of Principal Building Site

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of **THE BASEBALL CLUB OF SEATTLE, LP**, the limited partnership that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited partnership, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

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

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