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**RENEWAL AND MODIFICATION OF COVENANT FOR  
OFF-SITE ACCESSORY PARKING**

<b>Grantors:</b>	WASHINGTON STATE PUBLIC STADIUM AUTHORITY, A MUNICIPAL CORPORATION; and FIRST & GOAL, INC., A WASHINGTON CORPORATION
<b>Grantees:</b>	WASHINGTON STATE MAJOR LEAGUE BASEBALL STADIUM PUBLIC FACILITIES DISTRICT, A MUNICIPAL CORPORATION; AND THE BASEBALL CLUB OF SEATTLE, LP, A WASHINGTON LIMITED PARTNERSHIP
<b>Legal Description (abbreviated):</b>	BURDENED PARCEL—LOTS 1-35, BLOCK 325 AND LOTS 1-35, BLOCK 285, ALL IN SEATTLE TIDE LANDS; BENEFITED PARCELS—PORTIONS OF LOTS 1-24, BLOCK 322 AND LOTS 1-24, BLOCK 288 AND ALL OF BLOCK 323, ALL IN SEATTLE TIDE LANDS
<input checked="" type="checkbox"/> Additional on :	<b>EXHIBITS A and B</b>
<b>Assessor's Tax Parcel ID #:</b>	BURDENED PARCEL—766620-4876-09 BENEFITED PARCELS—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
<b>Reference No. of Covenant Being Renewed and Modified:</b>	9807301034

THIS RENEWAL AND MODIFICATION OF COVENANT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by the Washington State Public Stadium Authority (“PSA”), a Washington municipal corporation, and First & Goal Inc. (“FGI”), a Washington corporation, (collectively “Grantors”) and the Washington State Major League Baseball Stadium Public Facilities District (“PFD”), a Washington municipal corporation, and The Baseball Club of Seattle, LP, a Washington limited partnership, (collectively “Grantees”) 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.

WITNESSETH:

WHEREAS, the PSA is the owner of property legally described in Exhibit “A” attached hereto, which is located at 201 South King Street, Seattle, Washington (herein called the “Accessory Parking Site”) and which is developed with a stadium and Exhibition Center and associated parking facilities (“Stadium Project”).

WHEREAS, the PSA is authorized by statute to contract with a team affiliate, as defined by statute, for the development of the Stadium Project, and has so contracted with FGI for such an agreement.

WHEREAS, Grantors and Grantees entered into a covenant in 1998, recorded under recording number 9807301034 (herein called the “1998 Covenant”) to allow certain legally established parking spaces on the Accessory Parking Site to be used at certain times by the Grantees, as provided therein, to provide required off-street parking spaces for the property legally described in Exhibit “B” attached hereto, which is located at 151 South Royal Brougham Way, Seattle, Washington (herein called the “Principal Building Site”) and which is developed with a ballpark and associated parking facilities (“Ballpark”).

WHEREAS, Grantors and Grantees desire to renew the 1998 Covenant and modify its terms.

WHEREAS, Grantors and Grantees by separate recorded document will renew and modify the prior covenant between them, recorded under recording number 9806181828, under which Grantees are given the right to use certain parking spaces associated with the Stadium Project.

NOW, THEREFORE, the Grantors and Grantees agree with each other and the City of Seattle as follows:

1. All provisions of the 1998 Covenant shall remain in effect, except as modified herein.

2. Section 1 of the 1998 Covenant is amended to read as follows to include a portion of a sentence inadvertently omitted from the 1998 Covenant, and to delete the reference to paragraph 2:

Grantors covenant and agree that a minimum of 1,500 legally established parking spaces of the Accessory Parking Site located in the Exhibition Center parking facility and a minimum of 400 parking spaces of the Accessory Parking Site located in the North Lot of the Accessory Parking Site will be diverted or converted to no use other than off-street parking accessory to the Principal Building Site, for all Major League Baseball games or other priority events scheduled in the Ballpark (except, and only to the extent, that such parking is necessary to meet Seattle Municipal Code requirements for off-street parking). The phrase “priority events” has the meaning ascribed to it in the Agreement on Event Scheduling Principles entered between The Baseball Club of Seattle LP, and First & Goal, Inc.

3. Section 2 of the 1998 Covenant is hereby deleted, as the contingencies therein stated are no longer applicable.

4. Section 4 of the 1998 Covenant is amended to read as follows, to change the expiration date of the 1998 Covenant:

Grantors and Grantees agree that this Covenant shall remain in effect for as long as the Ballpark exists and is used for Major League Baseball games or other priority events scheduled in the Ballpark, unless terminated earlier as provided herein. Grantees agree that upon expiration or termination of this Covenant by any party, other parking meeting the requirements of Chapter 23.54 of the City’s Land Use Code will be provided by Grantees, if required by the Land Use Code provisions in effect at that time, to replace the required spaces of the Accessory Parking Site, or the use of the Principal Building Site that requires such spaces will be terminated or a variance will be applied for within fourteen (14) days. Grantors shall not be obligated to provide replacement parking in the event this Covenant expires or is terminated.

5. Section 5 of the 1998 Covenant is amended to read as follows, to delete references to renewal of the Covenant and to modify the period for advance notice of termination:

Grantors and Grantees agree that they will notify the Director of the Department of Planning and Development if the use of the Accessory Parking Site for covenanted parking should cease or is terminated for any reason. Grantors and Grantees agree that this Covenant may be terminated in whole or in part at any time by any party to this Covenant, without any liability or recourse, with two hundred seventy (270) days prior written notice. Grantees agree that if this Covenant is terminated it will notify the Director of the Department of Planning and Development of its intention to provide other parking, seek a variance, or terminate the use; and that it will obtain all necessary permits

or approvals to establish required parking in a timely manner if it intends to continue the use.

GRANTOR:

Washington State Public Stadium Authority, a Washington municipal corporation

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

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Washington State Public Stadium Authority, 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 \_\_\_\_\_, 2004.

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

GRANTOR:

FIRST & GOAL INC, a Washington corporation

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

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of First & Goal Inc, a Washington 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 \_\_\_\_\_, 2004.

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

GRANTEE:

Washington State Major League Baseball Stadium Public Facilities District, a Washington municipal corporation

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

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 \_\_\_\_\_, 2004.

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

GRANTEE:

The Baseball Club of Seattle, LP, a Washington limited partnership

By Baseball of Seattle, Inc., a Washington corporation  
Managing General Partner

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

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Baseball of Seattle, Inc., a Washington corporation and Managing General Partner of The Baseball Club of Seattle, LP, a Washington limited partnership, 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 \_\_\_\_\_, 2004.

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

EXHIBIT A

ALL OF LOTS 1 THRU 35, INCLUSIVE, OF BLOCK 325 AND THAT PORTION OF LOTS 1 THRU 35, INCLUSIVE, OF BLOCK 285 OF THE SEATTLE TIDE LANDS AS SHOWN ON THE OFFICIAL MAPS OF THE SEATTLE TIDE LANDS IN VOLUME 2, PAGES 29, 30, 31 AND 32 IN KING COUNTY, WASHINGTON, AND VACATED 3RD AVENUE SOUTH, PER CITY OF SEATTLE ORDINANCE NO. 10552, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 325, SAID CORNER BEING THE INTERSECTION OF THE NORTH MARGIN OF SOUTH CONNECTICUT STREET WITH THE EAST MARGIN OF OCCIDENTAL AVENUE SOUTH;  
THENCE NORTH ALONG SAID EAST MARGIN OF OCCIDENTAL AVENUE SOUTH AND WEST BOUNDARY OF SAID BLOCK 325 A DISTANCE OF 2060.28 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 325, SAID CORNER BEING THE INTERSECTION OF THE EAST MARGIN OF OCCIDENTAL AVENUE SOUTH WITH THE SOUTH MARGIN OF SOUTH KING STREET;  
THENCE SOUTH 89°54'20" EAST ALONG SAID SOUTH MARGIN OF SOUTH KING STREET AND NORTH BOUNDARY OF SAID BLOCKS 325 AND 285 A DISTANCE OF 673.47 FEET;  
THENCE SOUTH 0°05'40" WEST A DISTANCE OF 60.00 FEET;  
THENCE SOUTH 89°54'20" EAST A DISTANCE OF 112.18 FEET;  
THENCE SOUTH 1°06'04" WEST A DISTANCE OF 1192.89 FEET;  
THENCE SOUTH 10°36'22" WEST A DISTANCE OF 820.21 FEET TO AN INTERSECTION WITH THE NORTH MARGIN OF SOUTH CONNECTICUT STREET AND THE SOUTH BOUNDARY OF SAID BLOCK 285;  
THENCE SOUTH 89°59'21" WEST ALONG SAID NORTH MARGIN OF SOUTH CONNECTICUT STREET AND THE SOUTH BOUNDARY OF SAID BLOCK 285 AND 325 A DISTANCE OF 611.66 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B

BALLPARK SITE C (PARCELS A, B, C, AND D):

PARCEL A:

ALL OF LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 322, SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON, ACCORDING TO THE OFFICIAL MAPS THEREOF FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS IN OLYMPIA, WASHINGTON;

TOGETHER WITH THAT PORTION OF LOTS 12 THROUGH 14, INCLUSIVE, BLOCK 322, AND THAT PORTION OF LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 288, OF SAID SEATTLE TIDE LANDS, LYING WESTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1, BLOCK 288, WHICH LIES 88.00 FEET EAST OF THE NORTHWEST CORNER OF LOT 1, BLOCK 288; THENCE SOUTH PARALLEL TO THE WEST LINE OF BLOCK 288 A DISTANCE OF 465.36 FEET TO THE BEGINNING OF A TANGENT 330.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $30^{\circ}00'00''$  AN ARC LENGTH OF 172.79 FEET;

THENCE SOUTH  $30^{\circ}00'00''$  WEST A DISTANCE OF 153.89 FEET;

THENCE NORTH  $60^{\circ}00'00''$  WEST A DISTANCE OF 67.61 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $29^{\circ}58'40''$  AN ARC LENGTH OF 78.48 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF LOT 12, BLOCK 322;

THENCE NORTH  $89^{\circ}58'40''$  WEST ALONG SAID SOUTH LINE A DISTANCE OF 205.35 FEET TO THE WEST LINE OF BLOCK 322 AND THE TERMINUS OF SAID DESCRIBED LINE.

(ALSO KNOWN AS PARCEL A OF CITY OF SEATTLE LOT BOULEVARD ADJUSTMENT NO. 8802502, RECORDED JULY 19, 1988, UNDER RECORDING NUMBER 8807191543.)

PARCEL B:

THOSE PORTIONS OF LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 288, AND OF LOTS 12 THROUGH 24, INCLUSIVE, BLOCK 322, SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON, ACCORDING TO THE OFFICIAL MAPS THEREOF IN THE OFFICE OF THE COMMISSION OF PUBLIC LANDS IN OLYMPIA, WASHINGTON; AND THAT PORTION OF THE NORTHERLY 50.00 FEET OF THE 100.00 FOOT VACATED RIGHT OF WAY OF MASSACHUSETTS STREET; ALL DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1 IN BLOCK 288; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT IN BLOCK 288 TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 10.00 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, BURLINGTON NORTHERN RAILROAD COMPANY'S MOST WESTERLY TRACK CENTERLINE LOCATED IN SAID BLOCK 288 ON MAY 8, 1992; SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED;

THENCE SOUTH  $10\text{m}33\text{s}30\text{w}$  WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID NORTHERLY 50.00 FEET OF THE 100.00 FOOT VACATED RIGHT OF WAY OF MASSACHUSETTS STREET;

THENCE WESTERLY ALONG SAID SOUTH LINE TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 205.35 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID BLOCK 322;

THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF SAID LOT 13 IN BLOCK 322;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 150.00 FEET AN ARC DISTANCE OF 78.48 FEET;

THENCE SOUTH  $60\text{m}00\text{s}00\text{w}$  EAST A DISTANCE OF 67.61 FEET;

THENCE NORTH  $30\text{m}00\text{s}00\text{w}$  EAST A DISTANCE OF 153.89 FEET;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 330.00 FEET A DISTANCE OF 172.79 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 460.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID WEST LINE OF BLOCK 322; THENCE NORTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 465.36 FEET TO THE POINT OF INTERSECTION WITH SAID NORTH LINE OF LOT 1 IN BLOCK 288;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE TRUE POINT OF BEGINNING.

PARCEL C:

THE WEST 205.35 FEET OF LOTS 13 THROUGH 24, INCLUSIVE, BLOCK 322, SEATTLE TIDELANDS, IN KING COUNTY, WASHINGTON, AS SHOWN ON THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON;

TOGETHER WITH THE NORTH 50 FEET OF THE WEST 205.35 FEET OF VACATED SOUTH MASSACHUSETTS STREET, AS VACATED BY ORDINANCE NO. 10696 OF THE CITY OF SEATTLE, LYING EAST OF OCCIDENTAL AVENUE SOUTH, AS NOW ESTABLISHED.

PARCEL D:

ALL OF BLOCK 323, SEATTLE TIDELANDS, IN KING COUNTY, WASHINGTON, AS SHOWN ON THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON; TOGETHER WITH THAT PORTION OF OCCIDENTAL AVENUE SOUTH LYING SOUTHERLY OF THE SOUTHERLY MARGIN OF SOUTH ROYAL BROUGHAM WAY AND NORTHERLY OF SOUTH ATLANTIC STREET.

RAILROAD SITE EAST OF BALLPARK SITE C:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF 3RD AVENUE SOUTH WITH THE SOUTHERLY MARGIN OF SOUTH ROYAL BROUGHAM WAY;

THENCE WEST ALONG SAID SOUTHERLY MARGIN TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 10.00 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO BURLINGTON NORTHERN RAILROAD COMPANY'S MOST WESTERLY TRACK CENTERLINE LOCATED IN BLOCK 288 OF SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON, AS SHOWN ON THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON, ON MAY 8, 1992;

THENCE SOUTH 10<sup>+</sup>33<sup>+</sup>30<sup>+</sup> WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH THE NORTHERLY MARGIN OF SOUTH ATLANTIC STREET AS EXTENDED WESTERLY;

THENCE EAST ALONG SAID NORTHERLY MARGIN AS EXTENDED TO THE WESTERLY MARGIN OF 3RD AVENUE SOUTH;

THENCE NORTH ALONG SAID WESTERLY MARGIN TO THE TRUE POINT OF BEGINNING.