Ordinance No. 124595

Council Bill No. 118203

The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: O'Brien

AN ORDINANCE related to the redevelopment of Yesler Terrace; vacating portions of Terry Avenue, Spruce Street, Alley in Block 84 of Terry's 2nd Addition, Spruce Street and 9th Avenue Intersection, Alley at Yesler Terrace Steam Plant, 8th Avenue and Yesler Way Intersection, 8th Avenue South, South Main Street, 9th Avenue South, and South Washington Street, on the petition of the Housing Authority of the City of Seattle, with a modified street vacation condition; relinquishing certain easements no longer needed by the City of Seattle; approving and confirming the plat of "Yesler Terrace Community" and accepting dedications in a portion of the Southwest Quarter of the Southeast Quarter of Section 32, Township 25 North, Range 4 East and a portion of the Northwest Quarter and a portion of the Northeast Quarter of Section 5, Township 24 North, Range 4 East, W.M. in King County, Washington, with modified plat conditions; accepting temporary easements for street purposes over certain vacated portions of Terry Avenue, Spruce Street, and South Washington Street; authorizing the signing, acceptance and recording of a Covenant for Infrastructure Construction, and a Public Access, Easement and Maintenance Agreement; and authorizing the signing and acceptance of a Cooperative Agreement Regarding Dedicated Street Areas in Yesler Terrace Plat.

Committee Action:

Date	Recommendation	Vote
9/23/14	PASS AS AMENDED	2-0 (TR, JG)

This file is complete and ready for presentation to Full Council.

Full Council Action:

Date	Decision	Vote
9.29.14	Passed	9-0

Law Department

Related Legislation File:

Date Introduced and Referred: 9/2/14	To: (committee): Transportation
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: 9.29.14	Date Presented to Mayor: 10.3.14
Date Signed by Mayor: 10.13.14	Date Returned to City Clerk: 10.13.14
Published by Title Only ✓ Published in Full Text	Date Vetoed by Mayor:
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

CITY OF SEATTLE

ORDINANCE 124595

COUNCIL BILL 118203

AN ORDINANCE related to the redevelopment of Yesler Terrace; vacating portions of Terry Avenue, Spruce Street, Alley in Block 84 of Terry's 2nd Addition, Spruce Street and 9th Avenue Intersection, Alley at Yesler Terrace Steam Plant, 8th Avenue and Yesler Way Intersection, 8th Avenue South, South Main Street, 9th Avenue South, and South Washington Street, on the petition of the Housing Authority of the City of Seattle, with a modified street vacation condition; relinquishing certain easements no longer needed by the City of Seattle; approving and confirming the plat of "Yesler Terrace Community" and accepting dedications in a portion of the Southwest Quarter of the Southeast Quarter of Section 32, Township 25 North, Range 4 East and a portion of the Northwest Quarter and a portion of the Northeast Quarter of Section 5, Township 24 North, Range 4 East, W.M. in King County, Washington, with modified plat conditions; accepting temporary easements for street purposes over certain vacated portions of Terry Avenue, Spruce Street, and South Washington Street; authorizing the signing, acceptance and recording of a Covenant for Infrastructure Construction, and a Public Access, Easement and Maintenance Agreement; and authorizing the signing and acceptance of a Cooperative Agreement Regarding Dedicated Street Areas in Yesler Terrace Plat.

WHEREAS, the Housing Authority of the City of Seattle (SHA) filed a petition to vacate portions of streets and alleys, as described in this ordinance, in connection with the redevelopment of Yesler Terrace, a subsidized housing community owned by SHA; and

WHEREAS, after public hearings on July 17 and August 8, 2012, the City Council granted preliminary approval of SHA's street vacation petition on September 4, 2012 (City of Seattle Clerk File 311389) with conditions (Preliminary Street Vacation Approval); and

WHEREAS, the Preliminary Street Vacation Approval utility conditions have been resolved to the full satisfaction of Puget Sound Energy and Century Link; and

WHEREAS, many conditions of the Preliminary Street Vacation Approval have not yet been satisfied and SHA has executed a Cooperative Agreement Regarding Dedicated Street Areas in Yesler Terrace Plat, a copy of which is attached hereto as Attachment 8, a Covenant for Infrastructure Construction, a copy of which is attached hereto as Attachment 6, and a Public Access, Easement and Maintenance Agreement, a copy of which is attached hereto as Attachment 7, to ensure compliance with certain conditions that will not be satisfied until after passage of this ordinance; and

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WHEREAS, because of topography, design and anticipated construction phasing, SHA has requested, and the Director of Transportation recommends, that Condition 17 of the Preliminary Street Vacation Approval be modified with respect to the Pocket Park to be constructed in Tract A of Block 5; and

WHEREAS, a proposed plat of "Yesler Terrace Community" has been submitted for approval (DPD Subdivision Application No. 3012996); and

WHEREAS, a proposed plat of "Yesler Terrace Community" includes dedications to the City of Seattle; and

WHEREAS, following review and recommendations by the various City departments that have jurisdiction in this matter and a public hearing before the Hearing Examiner of the City of Seattle, the Hearing Examiner approved the preliminary plat of "Yesler Terrace Community" subject to conditions on August 30, 2013; and

WHEREAS, the Director of Planning and Development and the Director of Transportation, in consultation with other departments, determined that three of the conditions imposed by the Hearing Examiner required clarification and modification; and

WHEREAS, with consent of SHA, the subdivider of the plat of "Yesler Terrace Community" as required by subsection 23.22.072.A of the Seattle Municipal Code (SMC), the Director of Planning and Development and the Director of Transportation recommend modification of Hearing Examiner Conditions #12, #13 and #20; and

WHEREAS, SHA has not yet completed installation and construction of all of the required facilities and improvements for the subdivision, and proposes to phase installation and construction of such facilities and improvements pursuant to an approved phasing plan as allowed by SMC 23.22.070.E; and

WHEREAS, SHA is not required to provide a bond to ensure completion of all subdivision improvements; and

WHEREAS, SHA has provided, and the Director of Transportation has reviewed and approved, a phasing plan as required by SMC 23.22.070.E; and

WHEREAS, SHA has executed the Covenant for Infrastructure Construction; Public Access, Easement and Maintenance Agreement; and Cooperative Agreement Regarding Dedicated Street Areas in Yesler Terrace Plat, copies of which are attached hereto respectively as Attachments 6, 7, and 8, to ensure completion of required facilities and improvements for the subdivision; and

CITY CLERK

WHEREAS, the Director of Transportation and the Director of Planning and Development have, subject to Council approval of the modified plat conditions, approved the final plat for the subdivision and have reported that the final plat now meets all of the requirements of the State platting law (RCW Ch. 58.17) and of the Seattle Municipal Code (SMC Ch. 23.22), except for the execution of the required certifications by the King County Assessor and the King County Finance Division and except for the completion of the required subdivision improvements; and

WHEREAS, the Director of Transportation and the Director of Planning and Development report that the plat of "Yesler Terrace Community", a copy of which is in C.F. 312454, is now complete and ready for City Council approval; and

WHEREAS, certain portions of Terry Avenue, Spruce Street, and South Washington Street vacated by this ordinance must remain open and available for public travel until redevelopment of those portions of Yesler Terrace, and SHA has executed and delivered temporary street easements, copies of which are attached hereto as Attachments 4 and 5; and

WHEREAS, certain easements for pedestrian walkways and for South Washington Street are not needed by the City, and the City should relinquish these easements; and

WHEREAS, RCW 35.79.030 and SMC Ch. 15.62 authorize the City to require compensation for street vacations; and

WHEREAS, in lieu of payment of monetary compensation for the streets vacated by this ordinance, SHA is dedicating an equivalent amount of right-of-way to the City on the plat of "Yesler Terrace Community"; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The following portions of streets are vacated; reserving to the City of Seattle (City) the right to make all necessary slopes for cuts and fills upon the described property in the reasonable original grading of any rights-of-way abutting upon said property after said vacation:

Terry Avenue - From the southern right-of-way margin of Alder Street to the western right-of-way margin of Broadway, all according to the plat of Terry's 2nd Addition recorded in volume 1 of plats, page 87, in King County, Washington

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Spruce Street - From the eastern right-of-way margin of 9th Avenue to the western right-of-way margin of Broadway, all according to the plat of Terry's 2nd Addition recorded in volume 1 of plats, page 87, in King County, Washington

Alley in Block 84 of the Terry's 2nd Addition plat - Alley from the northern right-of-way margin of Spruce Street to approximately 60-feet north of the northern right-of-way margin of Spruce Street according to the plat of Terry's 2nd Addition recorded in volume 1 of plats, page 87, in King County, Washington

Spruce Street and 9th Avenue Intersection - A portion of the northwest corner of the intersection of Spruce Street and 9th Avenue, according to the plat of Yesler Terrace Addition recorded in volume 37 of plats, page 21 through 22a, in King County, Washington, to remove the radius.

Alley at Yesler Terrace Steam Plant - From the eastern right-of-way margin of 8th Avenue according to the plat of Yesler Terrace Addition recorded in volume 37 of plats, page 21 through 22a, in King County, Washington to the southern right-of-way margin of Spruce Street according to the plat of Terry's 2nd Addition recorded in volume 1 of plats, page 87, in King County, Washington

8th Avenue Intersection - A portion of the northwest corner of the intersection of 8th Avenue and Yesler Way according to the plat of Yesler Terrace Addition recorded in volume 37 of plats, page 21 through 22a, in King County, Washington, to remove the radius.

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8th Avenue South - From the southern right-of-way margin of Yesler Way according to the plat of Yesler Terrace Addition recorded in volume 37 of plats, page 21 through 22a, in King County, Washington, to the southern terminus of 8th Avenue South at the eastern right-of-way margin of Interstate 5.

South Main Street - From the eastern right-of-way margin of Interstate 5 to the western margin of 10th Avenue South according to the plat of W.R. Brawley's Addition recorded in volume 1 of plats, page 208, in King County, Washington

9th Avenue South - From the southern right-of-way margin of South Main Street to 88 feet south of the southern right-of-way margin of South Main Street according to the plat of W.R. Brawley's Addition recorded in volume 1 of plats, page 208, in King County, Washington

South Washington Street - From the eastern right-of-way margin of 10th Avenue South to the western right-of-way margin of 12th Avenue South according to the plat of Yesler Terrace Addition recorded in volume 37 of plats, page 21 through 22a, in King County, Washington

Section 2. Modification of the second sentence of condition #17 of the City Council's preliminary approval of the Housing Authority of the City of Seattle's (SHA) petition for street vacation (C.F. 311389), recommended by the Director of Transportation, is approved as follows:

Replace:
No Final Certificate of Occupancy shall be issued for any structure on a lot that abuts a pocket park until construction of the pocket park has been completed.

With:
No Final Certificate of Occupancy shall be issued for any structure on a lot that abuts a pocket park until construction of the pocket park has been completed, except that

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construction of a pocket park is not a requirement for a Final Certificate of Occupancy for a lot that is separated from a pocket park by an access and pathway easement.

Section 3. The following easements are not needed for any municipal purpose, and the Director of Transportation, or designee, is authorized to relinquish such easements by executing and recording relinquishments of easements, substantially in the form of Attachments 1, 2 and 3:

(a) easements for pedestrian walkways granted by King County and by SHA and recorded, respectively, under King County recording numbers 6679401 and 6679402; and

(b) an easement for street purposes for South Washington Street, granted by SHA and recorded under King County recording number 9510060113, which easement was not accepted by ordinance and the property described in such easement was not laid off, opened, widened or established as street right-of-way.

Section 4. The plat of "Yesler Terrace Community", a platting of a portion of the Southwest Quarter of the Southeast Quarter of Section 32, Township 25 North, Range 4 East and a portion of the Northwest Quarter and a portion of the Northeast Quarter of Section 5, Township 24 North, Range 4 East, W.M. in King County, Washington, is legally described as follows:

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 4 EAST AND A PORTION OF THE NORTHWEST QUARTER AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF SEATTLE, KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS;

BEGINNING AT THE CENTERLINE INTERSECTION OF ALDER STREET AND 9TH AVENUE;

THENCE ALONG THE CENTERLINE OF SAID 9TH AVENUE SOUTH 30°37'38" EAST, A DISTANCE OF 305.76 FEET TO THE CENTERLINE OF SPRUCE ST;

THENCE NORTH 59°25'12" EAST ALONG THE CENTERLINE OF SAID SPRUCE ST, A DISTANCE OF 405.22 FEET TO A POINT ON THE CENTERLINE OF BROADWAY;

THENCE ALONG THE CENTERLINE OF SAID BROADWAY SOUTH 01°00'11" WEST, A DISTANCE OF 215.97 FEET TO THE INTERSECTION OF THE CENTERLINES OF BROADWAY AND EAST FIR STREET;

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THENCE ALONG THE CENTERLINE OF SAID EAST FIR STREET SOUTH 88°44'42" EAST, A DISTANCE OF 466.66 FEET TO THE CENTERLINE INTERSECTION OF BOREN AVENUE AND EAST FIR STREET;

THENCE ALONG THE CENTERLINE OF SAID BOREN AVENUE SOUTH 33°45'50" EAST, A DISTANCE OF 716.35 FEET TO THE CENTERLINE INTERSECTION OF SAID BOREN AVENUE AND 12TH AVENUE SOUTH;

THENCE ALONG CENTERLINE OF SAID 12TH AVENUE SOUTH 01°15'48" WEST, A DISTANCE OF 234.19 FEET;

THENCE DEPARTING SAID CENTERLINE NORTH 88°46'04" WEST, A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF LOT 9 TERRY'S 4TH ADDITION TO THE CITY OF SEATTLE, RECORDED AT KING COUNTY RECORDS UNDER VOLUME 2, PAGE 54;

THENCE ALONG THE NORTH LINE OF LOT 9 AND LOT 8 OF SAID TERRY'S ADDITION TO THE CITY OF SEATTLE NORTH 88°46'04" WEST, A DISTANCE OF 80.00 TO THE NORTHWEST CORNER OF THE EAST 30.00 FEET OF SAID LOT 8;

THENCE ALONG THE WEST LINE OF THE SAID EAST 30.00 FEET SOUTH 01°15'03" WEST, A DISTANCE OF 120.06 FEET TO THE SOUTHWEST CORNER OF THE SAID EAST 30 FEET;

THENCE CONTINUING SOUTH 01°15'05" WEST, A DISTANCE OF 33.00 FEET TO A POINT ON THE CENTERLINE OF SOUTH MAIN STREET;

THENCE ALONG THE CENTERLINE OF SAID SOUTH MAIN STREET NORTH 88°45'54" WEST, A DISTANCE OF 482.91 FEET TO THE CENTERLINE INTERSECTION OF SOUTH MAIN STREET AND 10TH AVENUE SOUTH;

THENCE ALONG SAID CENTERLINE OF SAID 10TH AVENUE SOUTH 01°15'53" WEST, A DISTANCE OF 121.00 FEET;

THENCE DEPARTING SAID CENTERLINE NORTH 88°45'03" WEST, A DISTANCE OF 33.00 FEET TO THE NORTHEAST CORNER OF PACIFIC RIM CENTER CONDOMINIUM, RECORDED AT KING COUNTY RECORDS UNDER VOLUME 172, PAGE 1-2;

THENCE CONTINUING NORTH 88°45'03" WEST ALONG THE NORTH LINE OF SAID CONDOMINIUM, A DISTANCE OF 313.00 FEET TO A POINT ON THE CENTERLINE OF 9TH AVENUE SOUTH;

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THENCE ALONG SAID CENTERLINE SOUTH 01°16'05" WEST, A DISTANCE OF 128.69 FEET TO THE NORTHEAST FREEWAY MARGIN OF SR5 (INTERSTATE 5, PRIMARY STATE HIGHWAY NO.1), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST AND WHICH CENTER BEARS SOUTH 61°15'07" WEST AT A RADIUS OF 2466.83 FEET;

THENCE ALONG SAID NORTHEAST FREEWAY MARGIN AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°55'20" AND AN ARC DISTANCE OF 341.09 FEET;

THENCE CONTINUING ALONG SAID MARGIN THE FOLLOWING COURSES;

THENCE NORTH 37°11'21" WEST, A DISTANCE OF 44.67 FEET;
THENCE NORTH 52°17'32" EAST, A DISTANCE OF 50.00 FEET:
THENCE NORTH 37°46'39" WEST, A DISTANCE OF 6.12 FEET;
THENCE NORTH 38°02'04" WEST, A DISTANCE OF 16.51 FEET;
THENCE NORTH 38°24'03" WEST, A DISTANCE OF 16.38 FEET;
THENCE NORTH 38°44'38" WEST, A DISTANCE OF 16.28 FEET;
THENCE NORTH 39°03'00" WEST, A DISTANCE OF 16.10 FEET;
THENCE NORTH 39°18'13" WEST, A DISTANCE OF 15.87 FEET;
THENCE NORTH 39°29'28" WEST, A DISTANCE OF 15.61 FEET;
THENCE NORTH 39°36'45" WEST, A DISTANCE OF 15.37 FEET;
THENCE NORTH 39°40'53" WEST, A DISTANCE OF 15.20 FEET;
THENCE NORTH 39°42'46" WEST, A DISTANCE OF 15.14 FEET;
THENCE NORTH 39°43'17" WEST, A DISTANCE OF 14.93 FEET;
THENCE NORTH 39°43'22" WEST, A DISTANCE OF 51.56 FEET;
THENCE NORTH 39°43'20" WEST, A DISTANCE OF 462.34 FEET TO THE CENTERLINE OF YESLER WAY;

THENCE NORTH 88°45'50" WEST, ALONG THE CENTERLINE OF YESLER WAY, A DISTANCE OF 59.59 FEET;

THENCE DEPARTING THE CENTERLINE OF YESLER WAY AND CONTINUING ALONG SAID NORTHEAST FREEWAY MARGIN NORTH 25°50'53" WEST, A DISTANCE OF 291.94 FEET TO THE MOST SOUTHERLY CORNER OF THAT PARTICULAR PARCEL OF LAND DESCRIBED BY QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 8604030543, RECORDS OF KING COUNTY, WASHINGTON;

THENCE DEPARTING SAID NORTHEAST FREEWAY MARGIN AND ALONG THE EASTERLY LINE OF THE PARCEL DESCRIBED IN SAID QUIT CLAIM DEED, NORTH 06°46'09" EAST, A DISTANCE OF 95.45 FEET TO A POINT ON THE SOUTHERLY MARGIN OF ALDER STREET;

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THENCE CONTINUING NORTH 06°46'09" EAST, A DISTANCE OF 41.54 FEET TO THE CENTERLINE OF SAID ALDER STREET;

THENCE ALONG SAID CENTERLINE OF ALDER STREET NORTH 59°21'55" EAST, A DISTANCE OF 431.25 FEET TO THE POINT OF BEGINNING.

EXCEPT PARCEL Z OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3016027, KING COUNTY RECORDING NO. 20140919900003 volume 315, pages 020-022.

ALSO together with any interest in abutting streets; and all dedications therein contained, as executed by the property owner, SHA, and approved by the Director of Transportation and the Director of Planning and Development.

With respect to the plat of "Yesler Terrace Community" the following findings are made:

(a) The final plat of the subdivision is in substantial conformance with the approved preliminary plat of the subdivision; and

(b) The requirements imposed by the Hearing Examiner when the preliminary plat was approved, as modified in Section 5 below, have been met; and

(c) When both the King County Assessor and King County Finance Division have affixed their certifications as required by RCW 58.17.160(4) the requirements of State law and City ordinances that were in effect at the time of preliminary plat approval will also have been satisfied by the subdivider; and

(d) The public use and interest will be served by the establishment of the subdivision, and the plat makes appropriate provision for the public health, safety and general welfare.

Section 5. Modification of three preliminary plat conditions, Hearing Examiner Conditions #12, #13, and #20, recommended by the Director of Planning and Development and the Director of Transportation and consented to by SHA, the subdivider of the plat of "Yesler Terrace Community", as required by subsection 23.22.072.A of the Seattle Municipal Code (SMC), are hereby approved as follows:

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Condition #12:

Replace:
"Prior to final plat approval SHA shall obtain the necessary endorsement from HUD (and release of the Declaration of Trust dated June 26, 1942, and the Modified Declaration of Trust dated November 21, 1958), with respect to the street dedications, utility easements in connection with the final plat as well as public access pathways, multi-use trail and pocket parks."

With:
"SHA shall obtain the signature of the authorized officer of the United States Department of Housing and Urban Development on the face of the final plat acknowledging dedications of streets and grants of easements on the final plat as well as public access easements granted in documents recorded on or about the date of recording of the final plat and shall provide a plan for release of the Declaration of Trust dated June 26, 1942, and the Modified Declaration of Trust dated November 21, 1958)."

Condition #13:

Replace:
Prior to final plat approval, SHA shall supply the Director of Transportation with copies of articles of incorporation and bylaws of the grantee organization, Owners Maintenance Corporation. The articles of incorporation shall provide that membership in the corporation shall be conditioned upon ownership of land in the subdivision, that the corporation is empowered to assess the land for costs of construction and maintenance of the improvements and property owned by the corporation, and that the assessment shall be a lien upon the land.

With:
Prior to final plat approval, SHA shall supply the Director of Transportation with copies of articles of incorporation and bylaws of the grantee organization, Owners Maintenance Corporation. The articles of incorporation shall provide that membership in the corporation shall be conditioned upon ownership of land in the subdivision, that the corporation is empowered to assess the owners for costs of construction and maintenance of the improvements and property owned by the corporation, and that the assessment shall be a lien upon the land.

Condition #20:
Replace:
On the face of the final plat include a condition stating that "the existing SCL infrastructure (overhead distribution lines and pole(s) in Block 1 shall be removed and

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relocated to the public right-of-way in 8th Avenue prior to SHA transferring title to the Block 1 property to the City for a new park. If easements on private property are required for the relocation, SHA shall grant to, or obtain such easements for SCL prior to construction."

With:
On the face of the final plat include a condition stating that "the existing SCL infrastructure (overhead distribution lines and pole(s)) in Block 1 shall be removed and relocated to the public right-of-way prior to SHA transferring title to the Block 1 property to the City for a new park. If easements on private property are required for the relocation, SHA shall grant or obtain necessary easements for SCL prior to relocation."

Section 6. The plat of "Yesler Terrace Community", a subdivision of a portion of the Southwest Quarter of the Southeast Quarter of Section 32, Township 25 North, Range 4 East and a portion of the Northwest Quarter and a portion of the Northeast Quarter of Section 5, Township 24 North, Range 4 East, W.M. in King County, Washington, including the dedications and easements therein, a copy of which is in C.F. 312454, is in all respects approved and the plat confirmed and accepted, subject to certification by the King County Assessor and King County Finance Division, and the City Clerk is hereby authorized and directed to execute a certificate upon the face of such plat attesting to the approval thereof as evidenced by enactment of this ordinance.

Section 7. The Director of Transportation is authorized to accept and record temporary street easements on, under, over, across and through certain vacated portions of Terry Avenue, Spruce Street, and South Washington Street, executed by SHA and delivered to the City of Seattle ("City"), copies of which are attached hereto as Attachments 4 and 5 to this ordinance. The Director of Transportation is authorized to relinquish the temporary street easements at such time as the Director, in the Director's sole discretion, determines that such temporary street easements are no longer necessary for the City's public street system.

Section 8. The Director of Transportation is authorized to sign and accept, on behalf of the City, and to record the following documents, which have been executed by SHA and delivered to the City: the Covenant for Infrastructure Construction, a copy of which is attached

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hereto as Attachment 6; and the Public Access, Easement and Maintenance Agreement, a copy of which is attached hereto as Attachment 7. The Director of Transportation is further authorized to carry out City responsibilities under the Covenant for Infrastructure Construction and the Public Access, Easement and Maintenance Agreement, including, without limitation, developing such forms and procedures, and executing and recording such documents, as the Director deems necessary or desirable.

Section 9. The Mayor is authorized to sign and accept, on behalf of the City, and the Director of Transportation is authorized to carry out City responsibilities under, the Cooperative Agreement Regarding Dedicated Street Areas in Yesler Terrace Plat, which has been executed by SHA and delivered to the City, a copy of which is attached hereto as Attachment 8.

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

Passed by the City Council the 29th day of September, 2014, and signed by me in open session in authentication of its passage this 29th day of September, 2014.

President _____ of the City Council

Approved by me this 13th day of October, 2014.

Edward B. Murray, Mayor

Filed by me this 13th day of October, 2014.

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: Relinquishment of Easement (Pedestrian Walkway)
Attachment 2: Relinquishment of Easement (Pedestrian Walkway)
Attachment 3: Relinquishment of Easement (Street Purposes)
Attachment 4: Temporary Street Easements (Terry Avenue and Spruce Street)
Attachment 5: Temporary Street Easement (S. Washington Street)
Attachment 6: Covenant for Infrastructure Construction
Attachment 7: Public Access, Easement and Maintenance Agreement
Exhibit A: Title Exceptions
Attachment 8: Cooperative Agreement Regarding Dedicated Street Areas in Yesler Terrace Plat

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Recording Requested By And
When Recorded Mail To:

Seattle Department of Transportation
Street Use and Urban Forestry
PO Box 34996
Seattle, WA 98124-4996
Attention: Street Vacation Manager

RELINQUISHMENT OF EASEMENT
(PEDESTRIAN WALKWAY)

Reference #s of Documents Released or Assigned: 6679401
Grantor: ..... The City of Seattle
Grantee: ..... Housing Authority of the City of Seattle
Legal Description (abbreviated): ..... Portions of Lots 1, 2 and 3, Blk 2
Wm. R. Brawley's Addition
Assessor's Tax Parcel ID#: .....

On this the day of , 2014, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington ("City"), does hereby relinquish to the Housing Authority of the City of Seattle, a public body corporate and politic ("SHA"), created by and organized pursuant to the "Housing Authorities Law" of the State of Washington, its successors and assigns, which is successor in interest to King County, all right, title and interest in that easement granted by King County to the City for a pedestrian walkway, dated 4/10/1967, recorded under King County Auditor's Number 6679401, and does hereby release said easement, which is described as follows:

> Portion of Lots 1, 2 and 3, Block 2, Wm. R. Brawley's Addition as recorded in Volume 1 of Plats, page 209, records of King County, Washington, lying between lines drawn parallel with and 175 feet northeasterly and 185 feet northeasterly, respectively, (when measured at right angle and/or radially from the base line center line of P. S. H. No. 1, Jackson Street to Olive Way), EXCEPT portion thereof lying south of the north line of the south 29.28 feet of said Lot 3.

CITY CLERK

IN WITNESS THEREOF, The City of Seattle executes this document through its _____ of Transportation, as authorized by Ordinance , this day of , 2014.

THE CITY OF SEATTLE

By:_____
, Seattle Department of Transportation

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 signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____of Seattle Department of Transportation of The City of Seattle, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above first written.

_____

(Print)_____
NOTARY PUBLIC, in and for the State of

_____
Residing at _____
My appointment expires:_____

07/29/2014

2014 CITY CLERK

Recording Requested By And
When Recorded Mail To:

Seattle Department of Transportation
Street Use and Urban Forestry
PO Box 34996
Seattle, WA 98124-4996
Attention: Street Vacation Manager

RELINQUISHMENT OF EASEMENT (PEDESTRIAN WALKWAY)

Reference #s of Documents Released or Assigned: 6679402
Grantor: ..... The City of Seattle
Grantee: ..... Housing Authority of the City of Seattle
Legal Description (abbreviated): ..... Portion of Blk 7, Yesler Terrace Addition
Assessor's Tax Parcel ID#: .....

On this the day of , 2014, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington ("City"), does hereby relinquish to the Housing Authority of the City of Seattle, a public body corporate and politic ("SHA"), created by and organized pursuant to the "Housing Authorities Law" of the State of Washington, its successors and assigns, all right, title and interest in that easement granted by SHA to the City for a pedestrian walkway, dated March 28, 1967, recorded under King County Auditor's Number 6679402, and does hereby release said easement, which is described as follows:

> Portion of Block 7, Yesler Terrace Addition, as recorded in Volume 37 of Plats, page 21, records of King County. Washington, lying between the following described line and same produced southeasterly and a line 10 feet easterly thereof and parallel and/or concentric therewith: Beginning at a point on the north line of South Main Street, distant 124.82 feet east of its intersection with the east line of 8th Avenue South, said point being on a curve having an initial radial bearing of north 36° 42' 48" west and having a radius of 2466.83 feet: thence northwesterly along an arc of a curve to the left a distance of 43.05 feet; thence north 52° 17' 12" east a distance of 50 feet.

CITY CLERK

IN WITNESS THEREOF, The City of Seattle executes this document through its _____ of Transportation, as authorized by Ordinance , this day of , 2014.

THE CITY OF SEATTLE

By:_____
, Seattle Department of Transportation

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 signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Seattle Department of Transportation of The City of Seattle, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above first written.

_____

(Print)_____
NOTARY PUBLIC, in and for the State of

_____
Residing at _____
My appointment expires:_____

07/29/2014

DHS CITY CLERK

Recording Requested By And
When Recorded Mail To:

Seattle Department of Transportation
Street Use and Urban Forestry
PO Box 34996
Seattle, WA 98124-4996
Attention: Street Vacation Manager

RELINQUISHMENT OF EASEMENT
(STREET PURPOSES)

Reference #s of Documents Released or Assigned: 9510060113
Grantor: ..... The City of Seattle
Grantee: ..... The Housing Authority of the City of Seattle
Legal Description (abbreviated): ..... Portion of SE Corner of Lot 6 and NE Corner of Lot 7, Yesler Terrace Addn
Assessor's Tax Parcel ID#: .....

On this the day of , 2014, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington ("City"), does hereby relinquish to The Housing Authority of the City of Seattle, a public body corporate and politic ("SHA"), created by and organized pursuant to the "Housing Authorities Law" of the State of Washington, its successors and assigns, all right, title and interest in that easement granted by SHA to the City for street and necessary appurtenances, dated September 28, 1995, recorded under King County Recording Number 9510060113, and does hereby release said easement, which easement was not accepted by City Ordinance for street purposes nor was South Washington Street laid off, opened, widened, extended and established by City Ordinance over, through, across and upon the real property described as follows:

SOUTH SIDE SOUTH WASHINGTON STREET

Beginning at the intersection of South Washington Street and 12th Avenue South; thence on a line projected from the centerline of South Washington Street to the east, North 89°53'29" West, 40.00 feet to the southeast corner of Lot 6, Yesler Terrace Addition to the City of Seattle, as recorded in Volume 37 of Plats, at

2015 CITY CLERK

pages 21 and 22, Records of King County, Washington; thence South 0°08'31" West, 18.00 feet to the northeast corner of Lot 7 in said Addition and the Point of Beginning;
thence North 89°53'29" West, 36.78 feet along the south margin of South Washington Street; e South 83°24'03" East, 37.02 feet to the west margin of 12th Avenue South; thence North 0°08'31" East along said west margin 4.18 feet to the Point of Beginning.

Containing 78 square feet

NORTH SIDE SOUTH WASHINGTON STREET

Beginning at the intersection of South Washington Street and 12th Avenue South; thence on a line projected from the centerline of South Washington Street to the east, North 89°53'29" West, 40.00 feet, to the southeast corner of Lot 6, Yesler Terrace Addition to the City of Seattle as recorded in Volume 37 of Plats, at pages 21 and 22, Records of King County Washington and the True Point of Beginning; thence continuing North 89°53'29" West, 42.01 feet along the north margin of South Washington Street to the point of curvature; thence along said margin on a curve to the right having an initial radial bearing of North 0°06'31" East, and a radius of 231.00 feet, through a central angle of 15°21'32", an arc distance of 61.92 feet; thence along said margin on a curve to the left having an initial radial bearing of South 15°28'03" West, and a radius of 231.00 feet, through a central angle of 13°57'33", an arc distance of 56.28 feet; thence easterly and southerly along a curve to the right having an initial radial bearing of South 0°51'26" West and a radius of 937.10 feet through a central angle of 0°55'40", an arc distance of 15.17 feet; thence South 86°00'02" East, 10.91 feet; thence along a curve to the right having an initial radial bearing of South 5°54'22" West, and a radius of 251.73 feet, through a central angle of 8°15'24", an arc distance of 36.28 feet; thence along a curve to the left having an initial radial bearing of North 14°09'45" East and a radius of 227.76 feet, through a central angle of 14°09'26", an arc distance of 56.28 feet; thence South 89°57'02" East, 26.26 feet; thence North 0°06'31" East, 3.91 feet; thence South 89°53'29" East, 15.00 feet; thence South 0°08'31" West, 6.24 feet to the Point of Beginning.

Containing 362.2 square feet

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IN WITNESS THEREOF, The City of Seattle executes this document through its _____ of Transportation, as authorized by Ordinance , this day of , 2014.

THE CITY OF SEATTLE

By:_____
, Seattle Department of Transportation

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 signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Seattle Department of Transportation of The City of Seattle, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above first written.

_____

(Print)_____
NOTARY PUBLIC, in and for the State of

_____
Residing at _____
My appointment expires:_____

07/29/2014

THIS CITY CLERK

After recording return document to:

Seattle Department of Transportation
Street Use and Urban Forestry
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Street Vacation Manager

Document Title: Temporary Street Easements (Terry Avenue and Spruce Street)
Reference Number of Related Document: N/A
Grantor(s): Housing Authority of the City of Seattle
Grantee: City of Seattle
Abbreviated Legal Description: Ptns of Vacated Terry Avenue and Spruce Street
Additional Legal Description is on Page(s) 1 and 2 of Document.
Assessor's Tax Parcel Number(s): _____

TEMPORARY STREET EASEMENTS
(TERRY AVENUE AND SPRUCE STREET)

Project: Yesler Terrace Community

This grant of temporary street easements is made by THE HOUSING AUTHORITY OF THE CITY OF SEATTLE, a public body corporate and politic created under the "Housing Authority Laws" of the State of Washington ("Grantor"), to THE CITY OF SEATTLE, a Washington municipal corporation ("City") and is dated and effective as of the date of acceptance of this grant by the Director of Transportation.

1. Grant. In consideration of the City's vacation, in Ordinance _____, of portions of Spruce Street and Terry Avenue that will be needed for street purposes until Fir Street, as dedicated on the plat of Yesler Terrace Community, volume _____, pages ____ to ____ of Plats ("Fir Street"), is completed and opened, Grantor, for and on its own behalf and that of its successors and assigns, does hereby grant and convey to the City, and its successors and assigns, exclusive (except as otherwise approved by the City in writing) easements for street purposes and all purposes necessary, incidental or related thereto ("Temporary Street Easements") on, over, under, across and through the portions of Spruce Street and Terry Avenue legally described as follows ("Temporary Street Easement Areas"):

Terry Avenue - From the southern right-of-way margin of Alder Street to the western right-of-way margin of Broadway, according to the plat of Terry's 2nd Addition recorded in volume 1 of plats, page 87, in King County, Washington

Spruce Street - From the western right-of-way margin of Broadway to the eastern right-of-way margin of 9th Avenue, according to the plat of Terry's 2nd Addition recorded in volume 1 of plats, page 87, in King County, Washington, except that portion lying within the right-of-way of Fir

2014 CITY CLERK

Street according to the plat of Yesler Terrace Community recorded in volume ____ of plats, pages ____ to ____ in King County, Washington.

2. Duration of Easement. The Temporary Street Easements shall remain in full force and effect until relinquished by the Director of Transportation or functional successor, and such Easements shall be relinquished upon satisfaction of the following: (a) Fir Street is completed and opened, and (b) all Puget Sound Energy gas lines have been decommissioned and abandoned or relocated from the Temporary Street Easement Areas, and (c) Puget Sound Energy has released its temporary easement(s), if granted by Grantor and approved by the City, in the Temporary Street Easement Areas. The Temporary Street Easements shall inure to the benefit of the City and the public, and shall be binding upon Grantor and its successors, assigns, mortgagees, lessees, and sublessees. Upon relinquishment, the City shall have no further right, title, interest, duty, obligation or liability in or with respect to the Temporary Street Easement Area relinquished, the Temporary Street Easements shall be released, and Grantor shall be responsible for the Temporary Street Easement Area relinquished, including closing the applicable Temporary Street Easement Area to public travel at its expense.

IN WITNESS WHEREOF Grantor has set its hand on the day and year first above written.

GRANTOR:

The Housing Authority of the City of Seattle,
a public body corporate and politic organized under
the Housing Authority Laws of the State of Washington

By _____
Andrew Lofton, Executive Director

2015 CITY CLERK

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 7th day of August, 2014, before me, personally appeared Andrew J. Lofton, known to me (or proved to me on the basis of satisfactory evidence) to be the executive director of THE HOUSING AUTHORITY OF THE CITY OF SEATTLE, the public body corporate and politic organized under the Housing Authority Laws of the State of Washington, named in and which executed the foregoing document, and stated on oath that he was authorized to execute the foregoing document on behalf of THE HOUSING AUTHORITY OF THE CITY OF SEATTLE and signed the same as the free and voluntary act and deed of THE HOUSING AUTHORITY OF THE CITY OF SEATTLE for the uses and purposes therein mentioned.

Rebecca Anne Taylor
REBECCA ANNE TAYLOR
(typed or printed name)
NOTARY PUBLIC in and for the State of Washington,
residing at RENTON, WA,
My commission expires: 4-19-16.

2015 CITY CLERK

ACCEPTED UNDER AUTHORITY OF ORDINANCE _____

_____
_____, Director of Transportation

DATED: _____

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 signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Seattle Department of Transportation of The City of Seattle, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above first written.

_____

(Print)_____
NOTARY PUBLIC, in and for the State of

_____
Residing at _____
My appointment expires:_____

08/07/2014 final

DIS CITY CLERK

After recording return document to:

Seattle Department of Transportation
Street Use and Urban Forestry
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Street Vacation Manager

Document Title: Temporary Street Easement (S. Washington Street)
Reference Number of Related Document: N/A
Grantor(s): Housing Authority of the City of Seattle
Grantee: City of Seattle
Abbreviated Legal Description: Ptn of vacated S. Washington Street
Additional Legal Description is on Page(s) 1 of Document.
Assessor's Tax Parcel Number(s): _____

TEMPORARY STREET EASEMENT
(S. WASHINGTON STREET)

Project: Yesler Terrace Community

This grant of temporary street easement is made by THE HOUSING AUTHORITY OF THE CITY OF SEATTLE, a public body corporate and politic created under the "Housing Authority Laws" of the State of Washington ("Grantor"), to THE CITY OF SEATTLE, a Washington municipal corporation ("City") and is dated and effective as of the date of acceptance of this grant by the Director of Transportation.

1. Grant. In consideration of the City's vacation, by Ordinance _____, of a portion of South Washington Street that will be needed for street purposes until completion of the improvements in Easement 5.2 (Reciprocal Vehicle Access Easement with Public Access Pathway) shown on the plat of Yesler Terrace Community, volume _____ of Plats, pages ____-____ ("Easement 5.2"), Grantor, for and on its own behalf and that of its successors and assigns, does hereby grant and convey to the City, and its successors, assigns, an exclusive easement for street purposes and all purposes necessary, incidental or related thereto ("Temporary Street Easement") on, over, under, across and through the portion of South Washington Street legally described as follows ("Temporary Street Easement Area"):

South Washington Street – From the western right-of-way margin of 12th Avenue South, according to the plat of Yesler Terrace Addition recorded in volume 37 of plats, pages 21 through 22a, in King County, Washington, to the eastern right-of-way margin of 10th Avenue South according to the plat of Yesler Terrace Community recorded in volume ____ of plats, pages ____ to ____ in King County, Washington.

CITY CLERK

2. Duration of Easement. The Temporary Street Easement shall remain in full force and effect until relinquished, or partially relinquished, by the Director of Transportation or functional successor. The Temporary Street Easement shall be relinquished when all of the improvements in Easement 5.2 have been completed. The Director of Transportation may partially relinquish the Temporary Street Easement for a segment or segments of the Temporary Street Easement only if through public vehicular access between 12th Avenue South and 10th Avenue South is open and available on remaining segment(s) of the Temporary Street Easement and by temporary easement over completed segment(s) of Easement 5.2, as determined by the Director of Transportation. The Temporary Street Easement shall inure to the benefit of the City and the public, and shall be binding upon Grantor and its successors, assigns, mortgagees, lessees, and sublessees. Upon relinquishment, the City shall have no further right, title, interest, duty, obligation or liability in or with respect to the Temporary Street Easement Area relinquished, the Temporary Street Easement shall be released, and Grantor shall be responsible for the Temporary Street Easement Area relinquished, including closing the applicable Temporary Street Easement Area to public travel at its expense.

IN WITNESS WHEREOF Grantor has set its hand on the day and year first above written.

GRANTOR:

The Housing Authority of the City of Seattle,
a public body corporate and politic organized under
the Housing Authority Laws of the State of
Washington

By _____
Andrew Lofton, Executive Director

2015 CITY CLERK

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 7th day of August, 2014, before me, personally appeared Andrew J. Lofton, known to me (or proved to me on the basis of satisfactory evidence) to be the executive director of THE HOUSING AUTHORITY OF THE CITY OF SEATTLE, the public body corporate and politic organized under the Housing Authority Laws of the State of Washington, named in and which executed the foregoing document, and stated on oath that he was authorized to execute the foregoing document on behalf of THE HOUSING AUTHORITY OF THE CITY OF SEATTLE and signed the same as the free and voluntary act and deed of THE HOUSING AUTHORITY OF THE CITY OF SEATTLE for the uses and purposes therein mentioned.

REBECCA ANNE TAYLOR
NOTARY PUBLIC
COMMISSION EXPIRES 04-19-16
STATE OF WASHINGTON

Rebecca Anne Taylor
REBECCA ANNE TAYLOR
(typed or printed name)
NOTARY PUBLIC in and for the State of Washington,
residing at Renton, WA,
My commission expires: 4-19-16.

DIS CITY CLERK

ACCEPTED UNDER AUTHORITY OF ORDINANCE _____

_____
_____, Director of Transportation

DATED: _____

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 signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Seattle Department of Transportation of The City of Seattle, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above first written.

_____

(Print)_____
NOTARY PUBLIC, in and for the State of

_____
Residing at _____
My appointment expires:_____

08/07/2014 final

2014 CITY CLERK

When Recorded, Return to:

CITY OF SEATTLE
Department of Transportation
Attn: Diana Holloway
P.O. Box 34996
Seattle, WA 98124-4996

COVENANT FOR INFRASTRUCTURE CONSTRUCTION

Grantor:	**HOUSING AUTHORITY OF THE CITY OF SEATTLE**
Grantee:	**THE CITY OF SEATTLE**
Legal Description:	YESLER TERRACE COMMUNITY, VOL. ____ OF PLATS, PAGES ____- _____, KING COUNTY, WASHINGTON
Assessor's Tax Parcel ID #:	_____
Reference Nos. of Documents Released or Assigned:	N/A

THIS COVENANT FOR INFRASTRUCTURE CONSTRUCTION ("Covenant") is made by the **HOUSING AUTHORITY OF THE CITY OF SEATTLE**, a public body corporate and politic under the laws of the State of Washington ("Grantor" or "SHA"), on behalf of itself, its successors and assigns for the benefit of **THE CITY OF SEATTLE**, a Washington municipal corporation (the "City"). The effective date of this Covenant is the date of recording of this Covenant, following execution and acknowledgement by the parties to this Covenant, and consent by 820 YESLER WAY LLLP, JPMorgan Chase Bank, N.A., and the City through its Office of Housing.

RECITALS

A. Grantor is the fee simple title owner of certain real property located in the City of Seattle, King County, Washington, legally described as Yesler Terrace Community, Volume _____ of Plats, Pages ____ - ____ (the "*Plat*"), and the 820 YESLER WAY LLLP with SHA as the General Partner has a leasehold interest in Lot 6

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in Block 2, as shown on the *Plat*. The *Plat* was recorded on _____. Prior to recording, the *Plat* was approved and confirmed, and streets vacated and dedicated, by City of Seattle Ordinance _____ ("Plat Approval and Street Vacation Ordinance").

B. An integral part of the *Plat* is the vacation of existing streets and dedication of new streets within the *Plat*. In connection with concept approval of the proposed street vacations and dedications under C.F. 311389 ("*Preliminary Street Vacation Approval*"), the Seattle City Council required that certain public benefit elements be constructed. The public benefit elements include three *Pocket Parks*, a *Green Street Loop*, the *10th Avenue Hillclimb*, and a tree protection tract and *Multi-Use Public Trail*. The *Preliminary Street Vacation Approval* recognizes that construction of the public benefit elements will be phased.

C. Prior to passage of the ordinance approving and confirming the *Plat*, the City of Seattle Hearing Examiner granted approval of the preliminary plat with conditions in Hearing Examiner File: MUP-13-016 (SD) (DPD Project 3012996) ("*Preliminary Plat Approval*"). The *Preliminary Plat Approval* requires a phasing plan and a covenant as required by Section 23.22.070E of the Seattle Municipal Code ("SMC") that designates the particular facilities and improvements that must be completed as conditions to specified *Development* within the *Plat*. Each owner of property where *Development* is to be conditioned under the phasing plan shall record a covenant against that property in favor of the City by which the owner agrees, on behalf of its successors and assigns, to construct the required facilities and improvements.

D. In connection with review of the *Plat*, the Director of Transportation has reviewed and approved a phasing plan pursuant to Section 23.22.070.E.

E. The facilities and improvements required by the *Preliminary Plat Approval*, and the public benefit elements required by the *Preliminary Street Vacation Approval*, were not constructed at the time of passage of the Plat Approval and Street Vacation Ordinance. Therefore, the Plat Approval and Street Vacation Ordinance requires this Covenant to ensure that *Required Infrastructure* and public benefit elements are installed subsequent to *Plat* approval as required by this Covenant.

F. Grantor and the City intend that this Covenant shall be permanent and run with the land within the *Plat* and be binding upon Grantor's successors and assigns, unless and until relinquished by the City, in its sole discretion.

AGREEMENT

Grantor and City agree, and Grantor covenants on behalf of itself and its successors and assigns, as follows:

1. The terms listed in this Section 1 are italicized throughout this Covenant and are defined as follows for the purpose of this Covenant.

CITY CLERK

A. *10th Avenue Hillclimb*: The enhanced pedestrian connection between Yesler Terrace and the Little Saigon neighborhood that is required by, and described in detail in, the *Preliminary Street Vacation Approval.* The *10th Avenue Hillclimb* consists of: a series of stairways, ramps, and landings; retaining walls; pedestrian amenities including benches and artwork; landscaping; lighting; special paving; and a public plaza at the top. The *10th Avenue Hillclimb* lies within: the existing rights of way of 10th Avenue S. and S. Main Street; additional land dedicated by SHA to widen the right of way of 10th Avenue S.; and a public access easement on SHA property designated as Easement 6.8 on the Plat. The *10th Avenue Hillclimb* commences at the northern end of the currently developed 10th Avenue S., approximately 130 feet north of the north margin of S. Jackson Street, and ends at the intersection of S. Main Street and the new extension of 10th Avenue S.

B. *Blocks*: The *Blocks* numbered 1 through 8 as identified on the *Plat.*

C. *Building Permits*: The construction permits required by the Seattle Building Code, *SMC* Title 22, Subtitle I.

D. *Design Guidelines*: The Yesler Terrace Master Planned Community *Design Guidelines* adopted by Ordinance 123963 by the City of Seattle.

E. *Development*: Construction or installation of any structure on a *Lot* after the recording of the *Plat.* Demolition of existing structures is excluded from the definition of *Development.*

F. *Driveway*: The driving surface within a *Private Access Drive*, inclusive of subgrade, subbase/base, surfacing, surface drainage, lighting, signage, Americans with Disabilities Act ("ADA") ramps, and any other improvement required to provide connection to *Street Infrastructure.*

G. *Green Street Loop*: As required by the *Preliminary Street Vacation Approval*, the Green Street treatment of S. Washington Street from Yesler Way to 10th Avenue S.; 10th Avenue S. from S. Washington Street to E. Yesler Way; 10th Avenue from E. Yesler Way to E. Fir Street; E. Fir Street from 10th Avenue to Broadway; Fir Street from Broadway to 8th Avenue; 8th Avenue from Fir Street to Yesler Way, as described in the *Preliminary Street Vacation Approval* and the *Public Access, Easement and Maintenance Agreement* and depicted in Exhibit C to the *Preliminary Street Vacation Approval.*

H. *Interim Pathways*: Pathways constructed of asphalt, at least six feet wide, according to standards established for *Interim Sidewalks* by the Seattle Department of Transportation, as an interim improvement until *Public Access Pathways* or *Private Pathways* are constructed, as required to provide continuity of pedestrian access between streets and to maintain connectivity to *Street Infrastructure*, including any necessary transitions within the public right-of-way to provide ADA access. *Interim*

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Pathways may include existing sidewalks or pathways on private property or in the right-of-way, to the extent approved by the Seattle Department of Transportation and to the extent that appropriate easements approved by the City are granted to the City for *Interim Pathways* on private property as provided in the *Public Access, Easement and Maintenance Agreement.*

I. *Interim Sidewalks*: Sidewalks constructed of asphalt, at least six feet wide, according to standards established by the Seattle Department of Transportation, as an interim improvement until permanent sidewalks are constructed in public right-of-way as part of *Right-of-Way Frontage Improvements*, as required to provide continuity of pedestrian access between streets and to maintain connectivity to *Street Infrastructure*, including any necessary transitions within the public right-of-way to provide ADA access. *Interim Sidewalks* may include existing sidewalks or pathways on private property or in the right-of-way, to the extent approved by the Seattle Department of Transportation and to the extent that appropriate easements approved by the City are granted to the City for *Interim Sidewalks* on private property as provided in the *Public Access, Easement and Maintenance Agreement.*

J. *Lot or Lots*: The *Lots* identified on the *Plat*, within each *Block.*

K. *Multi-Use Public Trail*: The trail required by the *Preliminary Street Vacation Approval* in Tract B of Block 5 of the *Plat.* The easement, access, operation and maintenance requirements are found in the *Public Access, Easement and Maintenance Agreement.* The required minimum width of the area accessible to the general public that will include the *Multi-Use Public Trail* is 12 feet.

L. *MUPs*: The Master Use Permits described in *SMC* 23.76.006.

M. *Plat*: The graphic representation of the subdivision of Yesler Terrace Community approved and confirmed by City of Seattle Ordinance _____, recorded in Volume ____ of Plats, Pages ____ - ____, King County, Washington, including all dedications, indemnities, conditions, notes, consents, acknowledgments, and other text thereon.

N. *Pocket Parks*: The three *Pocket Parks* required by the *Preliminary Street Vacation Approval,* which are granted on the *Plat* as Easement 3.1 in Tract A in Block 3, Easement 5.4 in Tract A in Block 5, and Easement 7.3 in Tract A in Block 7. The improvement requirements for the *Pocket Parks* are set forth in the *Preliminary Street Vacation Approval,* except as modified by Ordinance _____ and this Covenant, and the *Public Access, Easement and Maintenance Agreement.* The operation and maintenance requirements are found in the *Public Access, Easement and Maintenance Agreement.*

O. *Preliminary Plat Approval*: The decision of the Seattle Hearing Examiner in File: MUP 13-016(SD) (DPD Project No. 3012996).

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P. *Preliminary Street Vacation Approval*: Concept approval by the Seattle City Council of the proposed street vacations and dedications under C.F. 311389.

Q. *Private Access Drive Frontage Improvements*: Improvements between the edge of the *Driveway* and any structures built on the *Lot(s),* excluding *Private Pathways, Public Access Pathways* and *Interim Pathways,* which are addressed in separate provisions. *Private Access Drive Frontage Improvements* are specified in the *Design Guidelines.*

R. *Private Access Drives*: Easements 5.2 (Reciprocal Vehicle Access Easement with Public Access Pathway), 6.2 (Vehicle Access and Pathway Easement), 6.5 (Vehicle Access and Pathway Easement) and 7.1 (Reciprocal Driveway Easement and Public Access Pathway) in Blocks 5, 6, and 7 on the *Plat* that connect to public rights-of-way to provide vehicular and pedestrian access to, at a minimum, the *Lots* that adjoin the *Private Access Drives*. In addition to a *Driveway* and *Utility Infrastructure,* each *Private Access Drive* has an associated *Private Pathway* or *Public Access Pathway* as described on Sheet 4 of the *Plat.* Improvement requirements for each of the foregoing easements are specified on Sheet 4 of the *Plat.*

S. *Private Pathways*: Areas devoted to private non-vehicular access and use through permanent improvements as part of those *Private Access Drives* in Easements 6.2 and 6.5 as specified on Sheet 4 of the *Plat.*

T. *Public Access, Easement and Maintenance Agreement*. An easement and maintenance agreement, as required by the *Preliminary Plat Approval* and the *Preliminary Street Vacation Approval*, made by Grantor for the benefit of the City, to establish, among other things, public access and use rights and restrictions for publicly accessible areas, signage requirements and maintenance requirements for publicly accessible areas, including, without limitation, *Public Access Pathways, Interim Pathways, Interim Sidewalks,* the *Multi-Use Public Trail, Pocket Parks,* other *Public Benefit Elements,* and the *10th Avenue Hillclimb*, recorded on or about the date of recording of this Covenant.

U. *Public Access Pathways*: Areas devoted to public access and use, as provided in the *Public Access, Easement and Maintenance Agreement*, through permanent improvements within Easements 5.2 and 7.1, within Tract A in Block 2, and within Easement 6.4, all as specified on Sheet 4 of the *Plat.* Improvement requirements for *Public Access Pathways* are set forth in part in the *Design Guidelines.*

V. *Public Benefit Elements*: For purposes of this Covenant, the elements required by the *Preliminary Street Vacation Approval*, excluding the *10th Avenue Hillclimb*, which is addressed in a separate definition. These include, but are not limited to, three *Pocket Parks*, a *Green Street Loop*, a tree protection tract and *Multi-Use Public Trail*, and wayfinding kiosks.

SEA CITY CLERK

W. *Public Utility Easements:* Easements 1.3, 2.2, 2.3, 5.3, 6.1, 6.3, 6.6, 6.7, and 7.2 granted to the City for public utilities, including but not limited to electrical, water, combined sewer, sanitary sewer, stormwater facilities and fire hydrants and access thereto as described and depicted on the *Plat,* or required by *MUPs* or *Building Permits* approved and issued by the City for *Development* of any particular *Lot* or *Lots*, or as may otherwise be required by the City.

X. *Required Infrastructure:* The infrastructure defined herein as *Street Infrastructure*, *Right-of-Way Frontage Improvements*, *Driveways* for *Private Access Drives*, *Utility Infrastructure, Private Access Drive Frontage Improvements*, *Private Pathways, Public Access Pathways, Interim Pathways, Interim Sidewalks*, and *Public Benefit Elements*, and such additional or different infrastructure that may be required pursuant to applicable City codes, regulations and standards; through the *SIP* process; as conditions to the City's approval and issuance of *MUPs, Building Permits*, and *Street Use Permits* for *Development* of any particular *Lot* or *Lots*; or conditions or pre-conditions for issuance of certificates of occupancy for any particular *Lot or Lots*.

Y. *Right-of-Way Frontage Improvements*: Improvements lying within the public right-of-way between the back of curb and property line, including the green storm water improvements as required by the Stormwater Code (*SMC* Title 22, Subtitle VIII), and certain elements of the *Green Street Loop*, and excluding *Interim Sidewalks*, which are addressed in a separate definition. *Right-of-Way Frontage Improvements* include permanent sidewalks, standard bus zone amenities, ADA ramps, street trees and landscaping, and street furniture, and certain *Public Benefit Elements*; their design standards are specified in: 1) the *Preliminary Street Vacation Approval;* 2) the *Design Guidelines*; and 3) the *Right-of-Way Manual.*

Z. *Right-of-Way Manual:* The Right-of-Way Improvement Manual, an on-line manual that was adopted and amended by Seattle Department of Transportation Director's Rules, as it may be further amended or modified from time to time.

AA. *Roadway*: The fully-operational permanent driving surface within the public right-of-way, inclusive of: subgrade, subbase/base, and permanent surfacing including bus roadway pads; surface drainage; the curbs on each side of the *Roadway;* channelization and signage; signalization and street lighting, all as integral to a publicly operated roadway system as required by the *Right-of-Way Manual* and all other applicable local, state, and federal codes and standards.

BB. *Service Plan*: A *Lot* Owner's written plan for electric service that describes the intended method of construction and installation of *SCL Facilities*, whether overhead, underground, or a combination thereof, and the route and connection point of *SCL Facilities* to each existing or planned structure located upon any *Lot* or *Tract* within the same *Block* as the *Lot* being developed, and shows the method(s) and route(s) for extending *SCL Facilities* in accordance with *Plat* conditions 6, 7, 9, 10 & 11 on Sheet 6 of 15 of the *Plat*.

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CC. *SIP*: Street Improvement Permit and the Street Improvement Plan process, as provided in the *Right-of-Way Manual* and Client Assistance Memos issued by the Seattle Department of Transportation, as amended from time to time.

DD. *SMC*: Seattle Municipal Code adopted by the City of Seattle, as amended.

EE. *SCL Facilities:* Seattle City Light overhead and underground electric power distribution facilities, which consist of poles, braces, guys and anchors, cross arms, transformers, switches, ductbanks, vaults, manholes, handholes, cabinets, containers, conduits, wires and other necessary or convenient appurtenances to make said underground and overhead installations an integrated electric system.

FF. *SPU Facilities:* Seattle Public Utilities facilities that comprise the publicly-owned and maintained systems for water supply, sewer and drainage.

GG. *Street Infrastructure*: The *Roadway*; public utilities including but not limited to *SCL Facilities* and *SPU Facilities* within the street right-of-way; fire hydrants within the street right-of-way; and certain *Public Benefit Elements* within the street right-of-way.

HH. *Street Right-of-Way Segment:* The street right-of-way that abuts a *Block* between two intersections, including the full width of the right-of-way and including the area of both intersections. A *Street Right-of-Way Segment* may be improved or unimproved at the time of recording of the *Plat*.

II. *Street Use Permits*: The permits for use of public right-of-way regulated by *SMC* Title 15, Subtitle I (Street Use Ordinance), as amended from time to time.

JJ. *Tracts*: The Tracts identified on the *Plat*.

KK. *Utility Infrastructure:* Public utilities, including but not limited to *SCL Facilities* and *SPU Facilities*, including electrical, water, combined sewer, sanitary sewer, stormwater facilities and fire hydrants within the *Private Access Drive, Public Access Pathway* or *Private Pathway,* or *Public Utility Easement* as described and depicted on the *Plat.* Without limiting the foregoing, the *Utility Infrastructure* includes all new or reconstructed above-grade or subsurface utilities for the entire length of the *Private Access Drive, Private Pathway* or *Public Access Pathway*, or *Public Utility Easement*, any improvement required to provide connection to *Street Infrastructure,* and abandonment, decommissioning or removal of existing utilities as may be required or determined by the City.

2. *Required Infrastructure.*

A. The obligation to construct specific elements of *Required Infrastructure* is tied to the *Development* of particular *Lots*. The owner(s) of a *Lot* ("*Lot*

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Owner(s)") whose *Development* triggers the obligation to construct elements of *Required Infrastructure* as set forth herein shall construct those elements prior to the commencement of occupancy of any structure on such *Lot*. Nothing herein precludes earlier construction of any element of *Required Infrastructure* by any entity.

Grantor, on behalf of itself and its successors and assigns as owners of the *Lots*, acknowledges and agrees that, in addition to any other remedies available to the City, (1) the City will not issue a Temporary Certificate of Occupancy for a structure on a *Lot* until all elements of *Required Infrastructure* required for *Development* of that *Lot* have been substantially completed, the City has inspected and conditionally accepted those elements, and the City has received easements for *Interim Pathways* and *Interim Sidewalks*, if applicable, as provided in the *Public Access, Easement and Maintenance Agreement*, and such easements or other rights as the City deems necessary, as provided in this Covenant, (2) the City will not issue a Final Certificate of Occupancy for a structure on a *Lot* until the City determines that all corrections or punch-list items identified prior to issuance of a Temporary Certificate of Occupancy have been completed to the satisfaction of the City and the City accepts all elements of *Required Infrastructure* required for *Development* of that *Lot*, and (3) the City will not release this Covenant until after completion of the *Required Infrastructure*, as defined in Section 2.B.1 below and the *Lot* Owner's compliance with the requirements of Section 6 below.

The City has, and shall have, no obligation, duty, or responsibility to construct or pay for construction of any element of the *Required Infrastructure*.

B. Construction of *Required Infrastructure*.

1) Grantor will be constructing portions of the *Required Infrastructure* in advance of *Development* of particular *Lots*. To the extent all elements of *Required Infrastructure* have not been constructed by Grantor in advance, and/or the City has not inspected and accepted those elements and/or received record drawings, in format acceptable to the applicable City department, then *Development* of any *Lot* abutting any portion of a *Street Right-of-Way Segment* shall require completion by the *Lot* Owner of all required *Street Infrastructure* for the entire *Street Right-of-Way Segment*. Completion means construction of all required elements of *Required Infrastructure*, inspection and final acceptance by the City, assignment of contractor warranties for the *Required Infrastructure* to the City for *Required Infrastructure* to be owned by the City, and actual receipt by the City of record drawings in format acceptable to the applicable City department. All references in Section 2.B to construction "by the *Lot* Owner(s)" shall mean that the *Lot* Owner's obligation to construct *Required Infrastructure* applies only to the extent construction of the *Required Infrastructure* has not been completed in advance of *Development* of the *Lot* Owner's *Lot*.

2) The *Required Infrastructure* required to be constructed by the *Lot* Owner includes, but may not be limited to, all of the items listed in Chart A, which is attached to and a part of this Covenant.

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3) Except as otherwise specified in Chart A or final permits approved by the City and/or the *SIP* process, which may require additional or different infrastructure to be built, *Development* of any *Lot* abutting any portion of a *Street Right-of-Way Segment* shall require construction by the *Lot* Owner of (a) all *Right-of-Way Frontage Improvements* for that portion of the right-of-way lying between the *Lot* and the back of curb, and (b) *Interim Sidewalks* as necessary to provide continuity of pedestrian access and connectivity to both intersections on the same side of the street as the *Lot*, as well as on the opposite side of the street between intersections if a building or buildings are located on said opposite side of the street.

4) *Development* of any *Lot* that includes any portion of a *Private Access Drive* or *Public Utility Easement* shall require construction by the *Lot* Owner of the *Driveway* and *Utility Infrastructure* for the entire length of the *Private Access Drive* or *Public Utility Easement* between *Roadways*, except as follows:

a. Block 5: *Development* of any *Lot* that includes any portion of Easement 5.2 shall require: (i) construction of the *Driveway* and *Public Access Pathway* adjacent to the *Lot*; (ii) either completion of the *Driveway* and *Public Access Pathway* for their full length from 10th Avenue S. to 12th Avenue S., or connection to the remaining roadway in the vacated S. Washington Street, and *Interim Pathways*, such that vehicular and pedestrian connectivity are maintained between 10th Avenue S. and 12th Avenue S.; (iii) installation of *Utility Infrastructure* by the *Lot* Owner for the full length of Easement 5.3; and (iv) closing of the existing slip lane in 12th Avenue S., and installation of new Metro trolley lines in Boren Avenue and 12th Avenue S. The installation of new Metro trolley lines shall be at the expense of Grantor pursuant to an interlocal agreement between Grantor and Metro.

b. Block 6, Lots 8 and 9: The length of the required *Driveway* is the area within Easement 6.2, which includes land for the turnaround required by *SMC* 23.53.025.D. *Development* on Lots 8 and 9 does not require that the *Driveway* in Easement 6.5 be installed, as access from Easement 6.2 is adequate.

c. Block 6, Lots 16-21 and 22-27: The length of the required *Driveway* is the area within Easement 6.5, which includes land for the turnaround required by *SMC* 23.53.025.D. *Development* on Lots 16-21 and 22-27 does not require that the *Driveway* in Easement 6.2 be installed, as access from Easement 6.5 is adequate.

5) *Development* of any *Lot* that includes or is adjacent to any portion of a *Private Access Drive* shall require construction by the *Lot* Owner of all *Private Access Drive Frontage Improvements* for the full length of the *Lot* adjacent to the *Driveway*.

6) *Development* of any *Lot* that abuts Tract A in Block 2 or includes or abuts any portion of Easements 5.2, 6.4 or 7.1, as shown on the *Plat*, shall require construction by the *Lot* Owner of the *Public Access Pathway* for the full length of

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the *Lot* that abuts such *Tract* or includes or abuts such easement, along with any *Interim Pathways* that are necessary to provide connections to the street at both ends of the *Tract* or easement (or, in the case of Easement 6.4, to S. Washington Street and the *10th Avenue Hillclimb*).

7) *Development* of any *Lot* that includes any portion of Easement 6.2 or Easement 6.5 shall require construction by the *Lot* Owner of the *Private Pathway* for the full length of the *Lot*, along with any *Interim Pathways* that are necessary to provide connection to S. Washington Street (in the case of Easement 6.2) or 10th Avenue S. (in the case of Easement 6.5).

8) Where a *Private Access Drive* in Block 5 or Block 6 connects to a *Street Right-of-Way Segment* for which the *Street Infrastructure* has not been completed, the City may require that *Development* of any *Lot* that includes any portion of such a *Private Access Drive* shall require construction by the *Lot* Owner of *Street Infrastructure* for *Street Right-of-Way Segment(s)*, as well as *Interim Sidewalks*, as needed to provide vehicle, pedestrian and utility connectivity to existing *Required Infrastructure.*

9) *Development* of any *Lot* abutting Tract B in Block 5 shall require construction by the *Lot* Owner of the *Multi-Use Public Trail* along the full length of the *Lot* that abuts Tract B, and shall require connection to the existing public sidewalk in E. Yesler Way for the remaining length of Tract B.

10) *Development* of any *Lot* that abuts a *Pocket Park* shall require construction by the *Lot* Owner of the *Pocket Park* and the *Right-of-Way Frontage Improvements* and *Street Infrastructure* for the applicable *Tract*. The *Pocket Park* in Tract A of Block 5 (as provided in Chart A) shall be developed by the *Lot* Owner of Lot 13 or 14, whichever *Lot* is developed first.

11) The following exceptions apply to the foregoing requirements of Section 2.B:

a. The *Development* of the Phase IIa building on Lot 6 of Block 2 shall not require construction of *Street Infrastructure* for Yesler Way nor the *Right-of-Way Frontage Improvements* on the south side of Yesler Way between S. Washington Street and Broadway.

b. The renovation of the steam plant on Lot 1 of Block 2 shall not require construction of *Required Infrastructure* including *Roadway*, *Right-of-Way Frontage Improvements*, *Interim Sidewalks* or *Street Infrastructure* for 8th Avenue between Yesler Way and 9th Avenue, and Fir Street between 9th Avenue and Broadway, and *Public Access Pathway* and *Utility Infrastructure* for Tract A in Block 2.

c. The *Development* of the Phase IIb building on Lots 13, 14, and 15 of Block 6 shall not require construction of *Roadway*, *Right-of-Way*

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Frontage Improvements, *Interim Sidewalks* or *Street Infrastructure* for S. Washington Street between Yesler Way and 10th Avenue S. or construction of the *Driveway* within Easement 6.5.

12) Prior to the *Development* of any *Lot*, the *Lot* Owner shall prepare and submit a *Service Plan* to Seattle City Light. Upon written approval of the *Service Plan* by Seattle City Light, the construction or installation of the *SCL Facilities* in the *Service Plan* shall be the sole responsibility and shall be done at the sole expense of the *Lot* Owner. The purpose of the requirement in this Section 2.B.12 is to ensure that the *SCL Facilities* are integrated, well-planned, and cohesive as *Development* within the *Plat* occurs over time, and that there is minimal or no disturbance of other *Required Infrastructure* from any subsequent construction, installation or extension of *SCL Facilities*.

C. Block 1.

1) The City intends to build a neighborhood park in Block 1 of the *Plat*, subject to satisfaction of all of the following conditions:

a. Conditions described in the Yesler Terrace Land Transfer Agreement dated _____ between SHA and the City,

b. SHA's demolition of existing buildings in Block 1,

c. SHA's environmental remediation of Block 1, if applicable,

d. SHA's completion of utility relocations and removal of all unused utilities in Block 1,

e. SHA's rough grading of Block 1 as required pursuant to 90% plans for Early Site Demolition and Grading infrastructure, pages CG11.01 and CG11.02 (and grading addenda, if applicable) Project # 216740 (Department of Planning and Development),

f. SHA's installation of a permanent sidewalk along the north side of S. Washington Street from Yesler Way to 10th Avenue S. and hydroseeding between curb and sidewalk,

g. SHA's relocation of the existing Seattle City Light overhead distribution line through Block 1 to the public right-of-way as specified by the City, and

h. SHA's conveyance of Block 1 to the City, free of charge, and free and clear of all liens and encumbrances, except for such encumbrances that are acceptable to the City, and a restrictive covenant required by the United States Department of Housing and Urban Development concerning use of the property for park

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purposes, after satisfaction of the conditions described in a.-g. above.

2) Notwithstanding City development of Block 1, the City has and shall have no responsibility for *Required Infrastructure* for S. Washington Street between Yesler Way and 10th Avenue S., or for 10th Avenue S. between S. Washington Street and Yesler Way, or for Yesler Way between 10th Avenue S. and S. Washington Street, all of which is the responsibility of other *Lot* Owners as provided in Chart A, or, if the City will complete the neighborhood park prior to *Development* by other *Lot* Owners responsible for *Required Infrastructure*, then SHA shall complete the *Required Infrastructure* in Yesler Way between S. Washington Street to Broadway no later than the City's completion of the neighborhood park.

D. *Street Right-of-Way Segments* or easements or *Tracts* in Blocks 2 through 8 of the *Plat* are listed in attached Chart A, along with the *Required Infrastructure* whose construction is required by the *Lot* Owners for *Development* of *Lots* in each of those *Blocks*. In the event Chart A does not include an element of *Required Infrastructure* whose construction is required by paragraph 2.B for *Development* of a particular *Lot*, the requirements of paragraph 2.B shall govern. Construction of other *Required Infrastructure* not identified in Chart A may be required of *Lot* Owners for the *Development* of any *Lots, Blocks*, or *Tracts* or easements in the *Plat*.

E. SHA, on behalf of itself, its successors and assigns, hereby grants to each *Lot* Owner responsible for construction of a *Pocket Park*, the *Multi-Use Public Trail*, *Interim Pathway*, *Public Access Pathway*, or other improvements in any *Tract* or easement described or depicted on the *Plat* a temporary construction easement on, across and through the applicable *Tract* or easement for all purposes necessary or convenient for construction of the improvement, provided that such temporary construction easement shall in no way prevent public access required by the Public Access, Easement and Maintenance Agreement.

3. *MUP* and *Building Permit* applications for *Development* within the *Plat* shall be accompanied by the Street Improvement Plans required by the Seattle Department of Transportation, based on that Department's *SIP* procedures in effect at the time the *MUP* or *Building Permit* application is submitted to the Department of Planning and Development. The *MUP* applications, Street Improvement Plans, *Street Use Permit* applications and *Building Permit* applications shall incorporate all *Required Infrastructure*.

4. Easements or other rights, if not expressly granted in this Covenant, on the *Plat* or in the *Public Access, Easement and Maintenance Agreement*, necessary in the sole judgment of the City to install, construct, maintain, operate, repair, replace, alter or improve *Required Infrastructure* to *Blocks, Lots, Tracts*, streets or *Private Access Drives* or other easements within the *Plat* shall be granted by SHA or its successors in interest to the City, prior to City conditional acceptance of the *Required Infrastructure* and the City's issuance of a Temporary Certificate of Occupancy for the *Development* associated with the *Required Infrastructure*.

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5. *Lot* Owners shall provide access through temporary easement or right-of-entry license as specified by the City for maintenance and repair of existing public utility infrastructure within the vacated rights-of-way and on private property until redevelopment. During redevelopment, existing infrastructure shall be removed or abandoned by the *Lot* Owner, at the *Lot* Owner's sole expense, as determined by the City.

6. Following completion, as defined in Section 2.B.1, of all elements of *Required Infrastructure* required for *Development* of a *Lot,* grant of any necessary easements, as provided in Section 4 above and in the *Public Access, Easement and Maintenance Agreement*, the City agrees, upon completed written request by Grantor, its successors or assigns (as provided below), to record a partial release of the Covenant with respect to the *Lot.*

A completed written request must be delivered to the Director of Transportation, or functional successor, on a form provided by the Seattle Department of Transportation, signed by the fee owner of the *Lot* to be released, and must be accompanied by payment of fees for review as determined by the City. Each partial release of the Covenant shall be accomplished by execution of a document titled "Partial Release of Covenant", in form and substance satisfactory to the City ("Partial Release"), by the Director of Transportation, or functional successor, and by recording of the Partial Release in the real estate records of King County at the cost of the fee owner of the *Lot* requesting the release.

7. The covenants herein of Grantor on behalf of itself and its successors and assigns are made for the benefit of the City. In case of any breach or violation of this Covenant, the City shall have all remedies available at law or in equity, including without limitation, specific performance. Except as provided in Section 6, nothing herein shall be construed to place any obligation on the City. In the case of any breach by the City of its obligation in Section 6, Grantor and its successors and assigns shall have the sole remedy of specific performance.

8. Except for actions seeking specific performance of the City's obligations set forth in Section 6, Grantor and its successors and assigns as *Lot* Owners, hereby covenant and agree to forever release, defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents, from any and all costs, claims, demands, causes of action, judgments, damages, expenses, or liabilities, including reasonable attorney fees and necessary litigation expenses, resulting from any actual or alleged bodily injury (including death), actual or alleged damage to property arising out of, in connection with, or that are related to the performance of, or failure to perform, any work or obligation in connection with this Covenant, or any breach of this Covenant, to the extent permitted by RCW 4.24.115. Solely to give full force and effect to Grantor's indemnity obligation contained herein and for the benefit of the City only, Grantor specifically and expressly waives any immunity it may have under the Washington State Industrial Insurance Act, Title 51 RCW or any other industrial insurance, workers' compensation or similar laws and acknowledges that this waiver was mutually negotiated by the parties as part of the consideration for this Agreement. This provision shall not be interpreted or construed as

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a waiver of Grantor's right to assert such immunity, defense or protection directly against any of its own employees. In no event shall Grantor's indemnification obligations under this Covenant be limited to the extent of any insurance available to or provided by Grantor. The indemnification obligations under this Covenant do not apply to any liabilities, claims, causes of action, judgments or expenses resulting from bodily injury or property damage caused by the sole negligence or intentional acts of the public or the City, its officers, employees, elected officials, agents or subcontractors.

9. Grantor and all successor *Lot* Owners shall procure and maintain the minimum insurance coverage specified below to protect the City from all potential claims, liabilities, and risks of loss in connection with any activity that may arise from or be related to Grantor's or successor *Lot* Owner's activities performed in connection with carrying out their obligations under this Covenant:

Commercial General Liability (CGL) written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability:

$1,000,000 per Occurrence

$2,000,000 General Aggregate

$2,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal/Advertising Injury Liability

Coverage shall include: Premises and Operations; Broad Form Property Damage (Including Completed Operations); Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract); Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; Waiver of Subrogation endorsement in favor of Owner as required by contract; General Aggregate Limits of Insurance shall apply separately; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.

Grantor shall not be required to obtain Broad Form Property Damage (Including Completed Operations) coverage, however Grantor's successors and assigns as *Lot* Owners shall be required to obtain such coverage.

The insurance shall include "The City of Seattle, its officers, officials, employees, agents and volunteers" as additional insureds. Grantor's and successor *Lot* Owners' insurance shall be primary and non-contributory to any insurance maintained by or available to the City. The City of Seattle shall be given not less than 30 days' notice of cancellation of the policy, except in the case of non-payment, then not less than 10 days prior notice is required.

The City shall have the right to periodically review and revise insurance coverages and/or limits of liability as necessary to reflect changes in exposure to risk,

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inflation, industry conditions or other relevant circumstances upon 90 days prior written notice.

10. *Lot* Owners may be required to post a surety bond per the requirements of *SMC* Chapter 15.04, and the *SIP* process, each as amended and applicable, for the construction of *Required Infrastructure*.

11. With the sole exception of actions by Grantor or its successors and assigns seeking specific performance of the City's obligations set forth in Section 6, nothing in this Covenant is intended to confer any rights or remedies on any persons or entities other than the City.

12. The covenants and obligations of the Grantor set forth herein shall run with the land and bind Grantor's heirs, successors and assigns.

13. This Covenant may be changed, modified or amended in whole or in part only by a written and recorded agreement executed by the City and Grantor, after authorization by ordinance if the City determines that additional authorization is necessary.

14. By signing this Covenant, Grantor agrees that the City or an agent selected by the City is authorized to insert dates, recording numbers, and ordinance numbers, if applicable, in the spaces provided in this Covenant prior to recording this Covenant.

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HOUSING AUTHORITY OF THE CITY OF SEATTLE, a public body corporate and politic under the laws of the State of Washington

By: _____
Name: ANDREW J. LOFTON
Its: EXECUTIVE DIRECTOR

THE CITY OF SEATTLE, a Washington municipal corporation

By: _____
Name: _____
Its: _____

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me Andrew J. Lofton, to me known to be the Executive Director of the **HOUSING AUTHORITY OF THE CITY OF SEATTLE,** a public body corporate and politic under the laws of the State of Washington, that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such 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 7th day of August, 2014.

REBECCA ANNE TAYLOR
NOTARY PUBLIC
COMMISSION EXPIRES 04-19-16
STATE OF WASHINGTON

Rebecca Anne Taylor
Printed Name: REBECCA ANNE TAYLOR
NOTARY PUBLIC in and for the State of Washington, residing at RENTON, WA
My Commission Expires: 4-19-16

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STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me _____, to me known to be the _____ of **THE CITY OF SEATTLE,** Washington municipal corporation, that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such 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 _____, 2014.

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

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CONSENTS TO COVENANT FOR INFRASTRUCTURE CONSTRUCTION

The 820 YESLER WAY LLLP has a leasehold interest in Lot 6 in Block 2 of Yesler Terrace Community, commonly known as 820 Yesler Way in Seattle, Washington (also known as tax parcel number 982170-0005-08) as evidenced by lease recorded on May 29, 2014 under King County Recording No. 20140529001713. The 820 YESLER WAY LLLP hereby consents to and agrees to be bound by the terms of the Covenant for Infrastructure Construction, including Chart A.

820 YESLER WAY LLLP

By: Housing Authority of the City of Seattle
Its: General Partner

By: _____
Andrew J. Lofton
Executive Director

ACKNOWLEDGEMENT

STATE OF WASHINGTON
} ss.
COUNTY OF King

I certify that I know or have satisfactory evidence that Andrew J. Lofton is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the Housing Authority of the City of Seattle, which is the General Partner of 820 YESLER WAY LLLP, a Washington limited liability limited partnership to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 7th day of August, 2014.

REBECCA ANNE TAYLOR
NOTARY PUBLIC
COMMISSION EXPIRES 04-19-16
STATE OF WASHINGTON

Rebecca Anne Taylor
Printed Name REBECCA ANNE TAYLOR

NOTARY PUBLIC in and for the State of Washington, residing at RENTON, WA
My Commission Expires 4-19-16

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JPMORGAN CHASE BANK, N.A. has a security interest in Lot 6 in Block 2 of Yesler Terrace Community, commonly known as 820 Yesler Way in Seattle, Washington (also known as tax parcel number 982170-0005-08) as evidenced by Deed of Trust recorded on May 29, 2014 under King County Recording No. 20140529001710. JPMORGAN CHASE BANK, N.A. hereby consents to the Covenant for Infrastructure Construction, including Chart A.

JPMORGAN CHASE BANK, N.A.

By Chuck Weinstock
Name: CHUCK WEINSTOCK
Its: Authorized officer

ACKNOWLEDGEMENT

STATE OF WASHINGTON
} ss.
COUNTY OF King

I certify that I know or have satisfactory evidence that Chuck Weinstock is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Authorized Officer of JPMORGAN CHASE BANK, N.A., a _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 11th day of August, 2014.

DANA L. HORTON
NOTARY PUBLIC
COMMISSION EXPIRES 7-19-15
STATE OF WASHINGTON

Dana L. Horton
Printed Name Dana Horton

NOTARY PUBLIC in and for the State of Washington, residing at 1301-2nd Ave

My Commission Expires 7/19/2015

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THE CITY OF SEATTLE, through its OFFICE OF HOUSING, has a security interest in Lot 6 in Block 2 of the Plat of Yesler Terrace Community commonly known as 820 Yesler Way in Seattle, Washington (also known as tax parcel number 982170-0005-08) as evidenced by Deed of Trust recorded on May 29, 2014 under King County Recording No. 20140529001712. THE CITY OF SEATTLE, through its OFFICE OF HOUSING, hereby consents to the Covenant for Infrastructure Construction, including Chart A.

CITY OF SEATTLE, OFFICE OF HOUSING

By: _____
Name: Steve Walker
Title: Director

ACKNOWLEDGEMENT

STATE OF WASHINGTON
} ss.
COUNTY OF King

I certify that I know or have satisfactory evidence that Steve Walker is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of the CITY OF SEATTLE, OFFICE OF HOUSING, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 13th day of August, 2014.

HEATHER M. BURNS
COMMISSION EXPIRES
NOTARY
PUBLIC
OCT. 15, 2017
STATE OF WASHINGTON

Heather M. Burns

Printed Name Heather M. Burns

NOTARY PUBLIC in and for the State of Washington, residing at Seattle, WA

My Commission Expires 10-15-17

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CHART A

BLOCK 2
Street Right-of-Way Segment
8th Avenue, Fir Street to Yesler Way Applies to Block 2, Lot 6 • *Right-of-Way Frontage Improvements* • *Interim Sidewalks* • *Street Infrastructure:* including but not limited to: 1) *Roadway,* excluding the intersection of 8th Avenue and Fir Street 2) *SCL Facilities:* • Relocate overhead distribution power lines See Section 2.B.11 for exceptions to Lot 6 requirements.
Fir Street, 9th Avenue to Broadway, including intersection with 8th Avenue Applies to Block 2, Lot 2 • *Right-of-Way Frontage Improvements* • *Street Infrastructure: including but not limited to:* 3) *Roadway* 4) *SPU Facilities:* • Public Sewer (PS) in Fir Street • Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue. • Water in Fir Street 5) *SCL Facilities:* • Relocate overhead distribution power lines See Section 2.B.11b for exceptions to Lot 1 requirements.

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Broadway, Fir Street to Yesler Way

Applies to Block 2, Lots 2, 3, 4, and 5

- *Right-of-Way Frontage Improvements*
- *Interim Sidewalks*
- *Street Infrastructure:* including but not limited to:

  6) *Roadway,* excluding *Roadway* east of the streetcar tracks

  7) *SCL Facilities:*

  - Install underground conduits and vaults for street lights

Yesler Way, Broadway to 8th Avenue

Applies to Block 2, Lot 5 and 6

- *Right-of-Way Frontage Improvements,* including the *Right of Way Frontage Improvements* on the south side of Yesler Way between S. Washington Street and Broadway.
- *Interim Sidewalks*
- *Street Infrastructure:* including but not limited to:

  8) *Roadway*

  9) *SPU Facilities:*

- Public Sewer (PS crossing Way
- Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue

  10) *SCL Facilities:*

- Relocate overhead distribution power lines
- Install underground conduits and vaults for streetlights

See Section 2.B.11 for exceptions to Lot 6 requirements.

Tract A, including Public Access Pathway Public Utility Easement (2.2)

Applies to Block 2, Lots 2, 3, 4, 5 and 6

- *Public Access Pathway*
- *Interim Pathway*

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- *Utility Infrastructure:* including but not limited to:

  11) *SPU Facilities:*

- Public Sewer in *Public Utility Easement* 2.2
- Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue

  12) *SCL Facilities:*

- Relocate overhead distribution power lines

BLOCK 3
Street Right-of-Way Segment
Broadway, East Fir Street to East Yesler Way Applies to Block 3, Lots 1, 5, 6, 7, and 8 • *Right-of-Way Frontage Improvements* • *Interim Sidewalks* • *Street Infrastructure:* including but not limited to: 13) *Roadway,* excluding *Roadway* west of the streetcar tracks. 14) *SCL Facilities:* • Relocate or remove overhead distribution power lines • Install underground conduits and vaults for streetlights
East Fir Street, Broadway to 10th Avenue Applies to Block 3, Lot 1, Tract A • *Right-of-Way Frontage Improvements* • *Interim Sidewalks* • *Street Infrastructure*: including but not limited to: 15) *Roadway* 16) *SPU Facilities:* • Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue

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- Public Storm Drain (PSD) in 10th Avenue to and including detention in South Main Street
- Water in East Fir Street

17) *SCL Facilities:*

- Relocate overhead distribution power lines

Any lot responsible for the construction of a *Pocket Park* in Tract A is also responsible for each element of *Required Infrastructure* for Fir Street as specified above

10th Avenue, East Fir Street to East Yesler Way

Applies to Block 3, Lots 2, 3, and 4, and Tract A.

- *Right-of-Way Frontage Improvements*
- *Interim Sidewalks*
- *Street Infrastructure:* including but not limited to:

18) *Roadway*

19) *SPU Facilities:*

- Public Sewer (PS) in 10th Avenue
- Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue
- Public Storm Drain (PSD) in 10th Avenue to and including detention in South Main Street
- Water in 10th Avenue
- Water in East Fir Street

20) *SCL Facilities:*

- Relocate overhead distribution power lines

Any lot responsible for the construction of a *Pocket Park* in Tract A is also responsible for each element of *Required Infrastructure* for 10th Avenue as specified above.

East Yesler Way, Broadway to 10th Avenue

Applies to Block 3, Lots 4 and 5

- *Right-of-Way Frontage Improvements,*
- *Interim Sidewalks*

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- *Street Infrastructure:* including but not limited to:

  21) *Roadway,* excluding *Roadway* south of the streetcar tracks

  22) *SCL Facilities:*

- Install underground conduits and vaults for streetlights

Pocket Park (Tract A)

Applies to Block 3, Lots 1, 2, and 8

- Complete *Pocket Park*

Any lot responsible for the construction of a *Pocket Park* in Tract A is also responsible for each element of *Required Infrastructure* for Fir Street and 10th Avenue as specified above.

BLOCK 4

Street Right-of-Way Segment

10th Avenue, Fir Street to East Yesler Way

Applies to Block 4, Lots 1, 2, 3, 4, and 5

- *Right-of-Way Frontage Improvements*
- *Interim Sidewalks*
- *Street Infrastructure:* including but not limited to:

  23) *Roadway*

  24) *SPU Facilities:*

- Public Sewer (PS) in 10th Avenue
- Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue
- Public Storm Drain (PSD) in 10th Avenue to and including detention in South Main Street
- Water in 10th Avenue
- Water in East Fir Street

  25) *SCL Facilities:*

- Relocate overhead distribution power lines

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East Fir Street, 10th Avenue to Boren Avenue Applies to Block 4, Lot 1 • *Right-of-Way Frontage Improvements* • *Interim Sidewalks* • *Street Infrastructure:* including but not limited to: 26) *Roadway* 27) *SCL Facilities:* *Relocate overhead distribution power lines*
Boren Avenue, East Fir Street to East Yesler Way Applies to Block 4, Lots 1, 2, 3, 4, and 5 • *Right-of-Way Frontage Improvements* • *Interim Sidewalks* • *Street Infrastructure*: including but not limited to: 28) *Roadway*
East Yesler Way, 10th Avenue to Boren Avenue Applies to Block 4, Lot 5 • *Right-of-Way Frontage Improvements* • *Street Infrastructure:* including but not limited to: 29) *Roadway,* excluding *Roadway* south of the streetcar tracks 30) *SCL Facilities:* • Relocate overhead distribution power lines • Install underground conduits and vaults for streetlights

BLOCK 5
Street Right-of-Way Segment
East Yesler Way, 10th Avenue to Boren Avenue Applies to Block 5, Lots 1, 2, 3, 4, 5, 6, 7 and Tract B • *Right-of-Way Frontage Improvements* • *Street Infrastructure:* including but not limited to:

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31) *SCL Facilities:*

- Install underground conduits and vaults for streetlights

Boren Avenue, East Yesler Way to 12th Avenue South

Applies to Block 5, Lots 7 and 8.

- *Right-of-Way Frontage Improvements*
- *Interim Sidewalks*
- *Street Infrastructure:* including but not limited to:

32) *Roadway:* including removal of slip lane and installation of new METRO trolley lines as specified on Final Plat SIP or MOA between Metro and SHA.

12th Avenue South, Boren Avenue to South Main Street

Applies to Block 5, Lot 8

- *Right-of-Way Frontage Improvements*
- *Interim Sidewalks*
- *Street Infrastructure:* including but not limited to:

33) *Roadway:* including removal of slip lane and installation of new METRO trolley lines as specified on Final Plat SIP or MOA between Metro and SHA

SCL Facilities:

Reconfiguration of guy wires as required by SCL

South Main Street, 12th Avenue South to 10th Avenue South

Applies to Block 5, Lots 14, 15, 16, 17 and 18

- *Right-of-Way Frontage Improvements*
- *Interim Sidewalks*
- *Street Infrastructure:* including but not limited to:

34) *Roadway*

35) *SPU Facilities:*

- Public Sewer (PS) in South Main Street to East Basin point of connection at South Main Street east of Boren Avenue
- Public Storm Drain (PSD) in South Main Street to and including detention in South Main Street

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- Water in South Main Street
- Water in 10th Avenue South between South Main Street and South Washington Street

36) *SCL Facilities:*

- Install underground conduits and vaults for streetlights

10th Avenue South, South Main Street to South Washington Street

Applies to Block 5, Lot 14 and Tract A

- *Right-of-Way Frontage Improvements*
- *Interim Sidewalks*
- *Street Infrastructure:* including but not limited to:

37) *Roadway*

38) *SPU Facilities:*

- Public Sewer (PS) in 10th Avenue South
- Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue
- Public Storm Drain (PSD) in 10th Avenue South to and including detention in South Main Street
- Water in 10th Avenue South

39) *SCL Facilities:*

- Relocate overhead distribution power lines

Any lot responsible for the construction of a *Pocket Park* in Tract A is also responsible for each element of *Required Infrastructure* for 10th Avenue S as specified above.

10th Avenue South, South Washington Street to East Yesler Way

Applies to Block 5, Lot 1

- *Right-of-Way Frontage Improvements:* including the *Right of Way* Frontage Improvements on the west side of 10th Avenue S between East Yesler Way and South Washington Street.
- *Street Infrastructure:* including but not limited to:

40) *Roadway*

41) *SPU Facilities:*

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- Public Sewer (PS) in 10th Avenue South
- Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue
- Public Storm Drain (PSD) in 10th Avenue South to and including detention in South Main Street
- Water in 10th Avenue South

42) *SCL Facilities:*

- Relocate overhead distribution power lines

Multi-Use Public Trail (Tract B)

Applies to Block 5, Lots 1, 2, 3, 4, 5, 6, and 7

- Complete *Multi-Use Public Trail* along the full length of the Lot that abuts Tract B, including interim connection to public sidewalk in E. Yesler Way for the remaining length of Tract B

43) *SCL Facilities:*

- Install underground conduits and vaults for streetlights

Any lot responsible for the construction of the *MultiUse Public Trail* in Tract B is also responsible for each element of *Required Infrastructure* for E Yesler Way as specified above.

Pocket Park (Tract A)

Applies to Block 5, Lots, 13, 14 and 15

- Complete *Pocket Park*
- *Private Access Drive Frontage Improvements*

Any lot responsible for the construction of a *Pocket Park* in Tract A is also responsible for each element of *Required Infrastructure* for 10th Avenue S as specified above.

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Private Access Drive (Easement 5.2)

Public Utility Easement (5.3)

Applies to Block 5, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13

- *Driveway*
- *Public Access Pathway*
- *Interim Pathway*
- *Private Access Drive Frontage Improvements*
- *Utility Infrastructure:* including but not limited to:

  44) *SPU Facilities:*
- Public Sewer (PS) in *Public Utility Easement* 5.3 to point of connection in either or both 10th Avenue South and 12th Avenue South
- Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue for either sewer direction of 10th Avenue South or 12th Avenue South
- Water in *Public Utility Easement* 5.3

See Section 2B.4a for Easement 5.2 requirements.

BLOCK 6
Street Right-of-Way Segment
10th Avenue South, South Main Street to South Washington Street

Applies to Block 6, Lots 13, 14, and 15

- *Right-of-Way Frontage Improvements*
- *Interim Sidewalks*
- *Street Infrastructure:* including but not limited to:

  45) *Roadway*

  46) *SPU Facilities:*
- Public Sewer (PS) in 10th Avenue South
- Public Sewer (PS) to East Basin point of connection at South Main

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Street east of Boren Avenue • Public Storm Drain (PSD) in 10th Avenue South to and including detention in South Main Street • Water in 10th Avenue South 47) *SCL Facilities:* • Relocate overhead distribution power lines
South Washington Street, 10th Avenue South to Yesler Way Applies to Block 6, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 • *Right-of-Way Frontage Improvements* including the *Right of Way Frontage Improvements* on the north side of South Washington Street between Yesler Way and 10th Avenue South. • *Interim Sidewalks.* • *Street Infrastructure:* including but not limited to: 48) *Roadway* 49) *SPU Facilities:* • Water in South Washington Street • Public Sewer (PS) in South Washington Street to Northwest Basin point of connection in *Public Utility Easement* 6.1 • Public Sewer (PS) in *Public Utility Easement* 1.3 to East Basin point of connection at South Main Street east of Boren Avenue • Public Storm Drain (PSD) in South Washington Street 50) *SCL Facilities:* • Relocate overhead distribution power lines • Install underground conduits and vaults for streetlights See Section 2.B.11 for exceptions to Lot 13, 14, & 15 requirements.
Yesler Way, I-5 to South Washington Street Applies to Block 6, Lots 1 • *Right-of-Way Frontage Improvements* • *Street Infrastructure:* including but not limited to: 51) *Roadway*

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52) *SPU Facilities:*

- Public Sewer (PS) in Yesler Way
- Public Sewer (PS) to Northwest Basin point of connection in *Public Utility Easement* 6.1
- Public Storm Drain (PSD) in Yesler Way to and including detention in South Washington Street

53) *SCL Facilities:*

- Install underground conduit and vaults for streetlights

Public Access Pathway (Easement 6.4)

Applies to Block 6, Lots 12, 13, 14, 15, 16, 17 and 18

- *Public Access Pathway*
- *Interim Pathway*

See Section 2B for Easement 6.4 requirements.

Private Access Drive (Easement 6.2)

Public Utility Easements (6.3 and 6.7)

Applies to Block 6, Lots 8, 9, , 21, and 22

- *Driveway*
- *Private Pathway*
- *Interim Pathway*
- *Private Access Drive Frontage Improvements*
- *Utility Infrastructure:* including but not limited to:

54) *SPU Facilities:*

- Public Sewer (PS) to Southwest Basin point of connection through *Public Utility Easement* 6.7 to South Jackson Street
- Water in *Public Utility Easements* 6.3. and 6.6
- Water in South Washington Street
- Water in 10th Avenue South between South Washington Street and South Main Street

55) *SCL Facilities:*

- Relocate overhead distribution power lines

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- Install underground conduits and vaults and connect to existing vault at 9th Ave Street and South Jackson Street or to existing vault in Easement 6.5

See Section 2.B for Easement 6.2 requirements.

Private Access Drive (Easement 6.5)

Public Utility Easements (6.6 and 6.7)

Applies to Block 6, Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27

- *Driveway*
- *Private Pathway*
- *Interim Pathway*
- *Private Access Drive Frontage Improvements*
- *Utility Infrastructure:* including but not limited to*:*

56) *SPU Facilities:*

- Public Sewer (PS) to Southwest Basin point of connection through Public Utility Easement 6.7 to South Jackson Street (Does not apply to Lot 27)
- Water in *Public Utility Easements* 6.3 and 6.6
- Water in South Washington Street
- Water in 10th Avenue South between South Washington Street and South Main Street

57) *SCL Facilities:*

- Relocate overhead distribution power lines
- Install underground conduits and vaults and connect to existing vault at 9th Ave South and South Jackson Street or to existing vault in Easement 6.5
- Install underground conduits and vaults for street lighting

See Section 2.B for Easement 6.5 requirements.

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BLOCK 7
Street Right-of-Way Segment
Alder Street, I-5 to 9th Avenue Applies to Block 7, Lots 1, 2, 3, and 4 • *Right-of-Way Frontage Improvements* • *Interim Sidewalks* • *Street Infrastructure:* including but not limited to: 58) *Roadway:* excluding the intersection of 9th Avenue and Alder Street 59) *SPU Facilities:* • Public Sewer (PS) in Alder Street. • Public Sewer (PS) through *Public Utility Easement* 7.2 to Northwest Basin point of connection in Public Utility Easement 6.1 • Public Storm Drain (PSD) in Alder Street through *Public Utility Easement* 7.2 to and including detention in South Washington Street 60) *SCL Facilities:* • Relocate overhead distribution power lines
9th Avenue, Alder Street to Fir Street, excluding intersection with 8th Avenue and Fir Street Applies to Block 7, Lots 4 and 5 • *Right-of-Way Frontage Improvements* • *Interim Sidewalks* • *Street Infrastructure:* including but not limited to: 61) *Roadway* 62) *SPU Facilities:* • Public Sewer (PS) in 9th Avenue • Public Sewer (PS) through *Public Utility Easements* 2.2 and 1.3 to East Basin point of connection at South Main Street east of Boren

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Avenue • Water in 9th Avenue • Water in Alder Street to point of connection east of 9th Avenue 63) *SCL Facilities:* • Relocate overhead distribution power lines
8th Avenue, 9th Avenue to Yesler Way Applies to Block 7, Lots 5, 6 and Tract A • *Right-of-Way Frontage Improvements; including Right-of-Way Frontage Improvements for Lot 1 on Block 2* • *Interim Sidewalks* • *Street Infrastructure:* including but not limited to: 64) *Roadway* 65) *SCL Facilities:* • Relocate overhead distribution power lines Any lot responsible for the construction of a *Pocket Park* in Tract A is also responsible for each element of *Required Infrastructure* for 8th Avenue as specified above.
Yesler Way, 8th Avenue to I-5 Applies to Block 7, Lots 6, 7, 8, and 9 • *Right-of-Way Frontage Improvements* • *Interim Sidewalks* • *Street Infrastructure:* including but not limited to: 66) *Roadway* 67) *SPU Facilities:* • Public Sewer (PS) in Yesler Way • Public Sewer (PS) to Northwest Basin point of connection in *Public Utility Easement* 6.1 • Public Storm Drain (PSD) in Yesler Way to and including detention in South Washington Street 68) *SCL Facilities* • Install underground conduits and vaults for streetlights

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Pocket Park (Tract A)

Applies to Block 7, Lots 2, 3, 5, 6, 7, and 8

- Complete *Pocket Park*

Any lot responsible for the construction of a *Pocket Park* in Tract A is also responsible for each element of *Required Infrastructure* for 8th Avenue as specified above.

Private Access Drive (Easement 7.1)

Public Utility Easement (7.2)

Applies to Block 7 Lots 1, 2, 8 and 9 and Lot 5 for sewer construction

- *Driveway*
- *Public Access Pathway*
- *Interim Pathway*
- *Private Access Drive Frontage Improvements*
- *Utility Infrastructure:* including but not limited to:

  69) *SPU Facilities:*
- Public Sewer (PS) in *Public Utility Easement* 7.2
- Public Sewer (PS) to Northwest Basin point of connection in *Public Utility Easement* 6.1
- Public Storm Drain (PSD) in *Public Utility Easement 7.2* to and including detention in South Washington Street

See Section 2.B for Easement 7.1 requirements.

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BLOCK 8
Street Right-of-Way Segment
Fir Street, 9th Avenue to Broadway, including intersection with 8th Avenue Applies to Block 8, Lot 1 • *Right-of-Way Frontage Improvements* • *Street Infrastructure:* including but not limited to: 70) *Roadway* 71) *SPU Facilities:* • Public Sewer (PS) in Fir Street • Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue • Water in Fir Street 72) *SCL Facilities:* • Relocate overhead distribution power lines
Broadway, Fir Street to Plat boundary Applies to Block 8, Lot 1 • *Right-of-Way Frontage Improvements* • *Street Infrastructure:* including but not limited to: **73)** *Roadway,* excluding *Roadway* east of the streetcar tracks

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When Recorded Return to:

CITY OF SEATTLE
Department of Transportation
Attn: Diana Holloway
P.O. Box 34996
Seattle, WA 98124-4996

PUBLIC ACCESS, EASEMENT AND MAINTENANCE AGREEMENT

Grantor(s):	**1) HOUSING AUTHORITY OF THE CITY OF SEATTLE** **2) YESLER TERRACE OWNERS ASSOCIATION**
Grantee(s):	**1) THE CITY OF SEATTLE** **2) YESLER TERRACE OWNERS ASSOCIATION**
Legal Description:	YESLER TERRACE COMMUNITY, VOL. _____ OF PLATS, PAGES _____ - _____, KING COUNTY, WASHINGTON
Assessor's Tax Parcel Identification No(s):	_____
Reference No. of Related Documents:	_____

THIS PUBLIC ACCESS, EASEMENT AND MAINTENANCE AGREEMENT ("Agreement") is made by the **HOUSING AUTHORITY OF THE CITY OF SEATTLE,** a public body corporate and politic under the laws of the State of Washington ("SHA" or "Grantor") and the **YESLER TERRACE OWNERS ASSOCIATION**, a Washington nonprofit corporation ("Association") for the benefit of **THE CITY OF SEATTLE**, a Washington municipal corporation (the "City"). The effective date of this Agreement is the date of recording of this Agreement, following execution and acknowledgement by the parties to this Agreement, and consent by 820 YESLER WAY LLLP, JPMorgan Chase Bank, N.A., and the City through its Office of Housing ("Effective Date").

RECITALS

A. SHA is the fee simple title owner of certain real property located in the City of Seattle, King County, Washington, legally described as Yesler Terrace Community, Volume _____ of Plats, Pages _____ - _____ (referred to as "Plat" or "Property"), and

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the 820 YESLER WAY LLLP with SHA as the General Partner has a leasehold interest in Lot 6 of Block 2, as shown on the Plat. The Plat was recorded on _____, 2014.

B. The City Council granted preliminary approval with conditions of SHA's street vacation petition on September 4, 2012 (City of Seattle Clerk File 311389) ("Preliminary Street Vacation Approval"). One condition of the Preliminary Street Vacation Approval is that SHA develop and maintain specific public benefit elements, which are described in detail in the Preliminary Street Vacation Approval ("Public Benefit Elements"). Another condition of the Preliminary Street Vacation Approval is that SHA execute and record a Property Use and Development Agreement or other binding document to ensure that the Public Benefit Elements remain open and accessible to the public and to outline future maintenance obligations, programming and management for the Public Benefit Elements. The Public Benefit Elements located within the Plat include: 1) Pocket Parks in Tract A of Block 3 (Easement 3.1), Tract A of Block 5 (Easement 5.4), and Tract A of Block 7 (Easement 7.3) (each of which is a "Pocket Park" and all of which collectively are the "Pocket Parks"), 2) a multi-use trail in Tract B of Block 5 ("Multi-Use Public Trail"), and 3) the portion of the 10th Avenue Hillclimb located within Easement 6.8. (The remaining portion of the 10th Avenue Hillclimb and other Public Benefit Elements are located within City rights-of-way.) Lots, Tracts, Blocks and Easements are as depicted on the Plat.

C. Pursuant to the decision of the Seattle Hearing Examiner in MUP-13-016(SD), the City granted preliminary plat approval for the Property, subject to conditions, on August 30, 2013 ("Preliminary Plat Approval"). The Preliminary Plat Approval requires a document to be recorded in connection with final plat approval that is binding on the Property and the Owners of Lots within the Property ("Owners") by which public access to the Pocket Parks is ensured, and by which easements are granted for the benefit of the public for: (i) public access pathways within Tract A of Block 2, and within Easements 5.2, 6.4 and 7.1, as depicted on the Plat (each of which is a "Public Access Pathway" and all of which collectively are the "Public Access Pathways"), and ii) the Multi-Use Public Trail.

D. The Preliminary Plat Approval also requires a covenant to be recorded in connection with final plat approval that is binding on the Property and the Owners by which the Owners agree to construct the facilities and improvements required by the Preliminary Plat approval. In fulfillment of that condition and to establish the required timing and responsibility for construction of the facilities and improvements required by the Preliminary Street Vacation Approval and Preliminary Plat Approval, a Covenant for Infrastructure Construction was made by SHA on behalf of itself and its successors and assigns for the benefit of the City and recorded under King County recording number _____ ("Covenant for Infrastructure Construction").

E. The Preliminary Plat Approval also requires a document to be recorded in connection with final plat approval that is binding on the Property and the Owners to: (i) ensure maintenance of the Public Access Pathways and Public Benefit Elements located on private property; and (ii) ensure reconstruction or replacement, as directed by the Seattle Department of

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Transportation in its sole discretion, of Interim Sidewalks and Interim Pathways, installed pursuant to the Covenant for Infrastructure Construction, that become damaged or deteriorated.

F. The Preliminary Plat Approval provides that the Owners' obligations for maintenance, repair, reconstruction or replacement, as described in Recital E. above, may be performed by an owners maintenance corporation while ensuring that the ultimate responsibility remains that of the Owners as provided in Section 13.D.

G. The Preliminary Plat Approval also requires that each Owner pay assessments to the owners maintenance corporation to fund performance by the owners maintenance corporation of such maintenance, reconstruction and replacement obligations and that the owners maintenance corporation impose on each Lot within the Property a lien in favor of the owners maintenance corporation to secure the Owner's assessment payment obligation.

H. Pursuant to articles of incorporation filed with the Secretary of State of the State of Washington on March 7, 2013, and restated articles of incorporation filed with the Secretary of State of the State of Washington on _____, 2014, SHA formed the Association. One function of the Association is to maintain the Pocket Parks, Public Access Pathways, Multi-Use Public Trail, 10th Avenue Hillclimb (portion within Easement 6.8 depicted on the Plat and the portion within City rights-of-way), as well as other Public Benefit Elements, Interim Pathways, and Interim Sidewalks.

I. Pursuant to the Declaration of Covenant to Convey Tracts, made by SHA for the benefit of the City and recorded on or about the date of recording of this Agreement, SHA has made a binding commitment to convey Tract A of Block 2, Tract A of Block 3, Tract A of Block 5, Tract B of Block 5, and Tract A of Block 7 (all as depicted on the Plat) to the Association.

AGREEMENT

In consideration of the foregoing and the covenants and agreements contained in or referenced by this Agreement, the parties agree as follows:

1. Definitions. The definitions contained in the Recitals above are incorporated into the Agreement. Capitalized terms not otherwise defined in this Agreement have the meanings defined on the Plat or in the Covenant for Infrastructure Construction.

2. Purpose. This Agreement is entered into in fulfillment of certain conditions of the Preliminary Street Vacation Approval and Preliminary Plat Approval concerning public access, programming and maintenance.

3. Grant of Easement for Public Access Pathways and Multi-Use Public Trail.

A. SHA, as Grantor, hereby grants, conveys and warrants, on behalf of itself and its successors and assigns, to the City of Seattle and its successors and assigns, free and clear of all liens and encumbrances except as identified on Exhibit A attached hereto and incorporated herein ("Title Exceptions"), a perpetual easement for public access and use ("Easement") over,

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under, across and through the following portions of the Property, subject to the terms and conditions of this Agreement:

(i) The area depicted as Tract A in Block 2 on the Plat (having a width of 32 feet);

(ii) The area depicted as Tract B in Block 5 on the Plat (having a width of 23 feet);

(iii) The area depicted as Easement 5.2 on the Plat (having a width of 34 feet);

(iv) The area depicted as Easement 6.4 on the Plat (having a width of 32 feet); and

(v) The area depicted as Easement 7.1 on the Plat (having a width of 32 feet),

(each of which is an "Easement Area" and all of which collectively are the "Easement Areas").

B. Required Widths for Pathways and Trail. SHA has committed, for itself, its successors and assigns, through the Covenant for Infrastructure Construction, to the timing and requirements for construction of Interim Pathways, Public Access Pathways, and the Multi-Use Public Trail within the Easement Areas among other required infrastructure. Within each of the Easement Areas described in Section 3.A, the required minimum width of the area accessible to the general public that will include the Public Access Pathway or Multi-Use Public Trail is as follows (the "Required Width"):

Tract A in Block 2:	15 feet
Tract B in Block 5:	12 feet
Easement 5.2:	6 feet
Easement 6.4:	15 feet
Easement 7.1:	6 feet

C. Partial Release of Easement. Following completion and City acceptance of construction of a Public Access Pathway within all or part of the length of an Easement Area as provided in the Covenant for Infrastructure Construction, the City agrees, upon completed written request by SHA, its successors or assigns (as provided below), to release the Easement over those portions of an Easement Area along the length of the constructed Public Access Pathway that are outside of the area accessible to the general public, which area must be at least the Required Width. Following completion and acceptance of construction of the Multi-Use Public Trail within the entire length of Tract B of Block 5, as provided in the Covenant for Infrastructure Construction, the City agrees, upon completed written request by SHA, its successors or assigns (as provided below), to release the Easement as to Tract B of Block 5 outside of the area accessible to the general public, which area must be at least the Required Width. The non-released portion of each Easement Area shall be a perpetual, exclusive

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easement for public access and use, subject to applicable Public Utility Easements granted on the Plat.

A completed written request must be delivered to the Director of Transportation, or functional successor, must contain the signature of the fee owner of the property to be released, must include as-built plans of the accepted Public Access Pathway or Multi-Use Public Trail, information and documentation about the area accessible to the general public, which together with the constructed pathway or trail must be at least the Required Width, as well as a diagram and legal description of: (i) the area that is the subject of the release, (ii) the area that is still subject to the Easement, and (iii) the area of any new public access easements needed to provide public access to Public Access Pathways or Multi-Use Public Trail as actually designed and constructed that may be outside the boundaries of the applicable Easement or Tract, along with payment of fees for review as determined by the City. Each release of an Easement shall be accomplished by execution by the Director of Transportation, or functional successor, of a document titled "Partial Release of Public Access Easement," and each new easement shall be accomplished by execution of a document titled "Public Access Easement," in form and substance satisfactory to the City, and by recording of the Partial Release of Public Access Easement or Public Access Easement in the records of King County at the cost of the entity requesting the same.

Construction of an Interim Pathway shall not be cause for release of the Easement as to any area.

4. Easements for Pocket Parks. SHA, as Grantor, has granted on the face of the Plat a perpetual exclusive easement for public access and use over, across and through, but not under, the following portions of the Property, subject to the terms and conditions of this Agreement:

(i) Easement 3.1 in the area depicted as Tract A of Block 3 on the Plat;

(ii) Easement 5.4 in the area depicted as Tract A of Block 5 on the Plat; and

(iii) Easement 7.3 in the area depicted as Tract A of Block 7 on the Plat,

(each of which is a "Pocket Park Easement Area" and all of which collectively are the "Pocket Park Easement Areas").

5. Easement for Portion of 10th Avenue Hillclimb within Lot 15 in Block 6 (Easement 6.8) on the Plat. SHA, as Grantor, has granted on the face of the Plat a perpetual non-exclusive easement for public access and use over, under, across and through the area depicted as Easement 6.8 on the Plat, which contains the portion of the 10th Avenue Hillclimb located on Lot 15 in Block 6 on the Plat ("Hillclimb Public Access Easement Area").

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6. Grant of Temporary Easement for Interim Pathways and Interim Sidewalks. The locations of Interim Pathways and Interim Sidewalks will be determined as individual Lots are developed within the Plat. If Grantor, or its successors or assigns, in connection with Development of a Lot proposes to locate any Interim Pathway outside of an Easement Area or any Interim Sidewalk outside of street right-of-way, then the location must be approved by the City in connection with City review of permit applications for such Lot, and Grantor, its successors and assigns, shall grant, convey and warrant to the City of Seattle and its successors and assigns a temporary easement for public access and use over, across and through the approved temporary easement areas. The temporary easement areas are referred to in this Agreement as Interim Pathway Easement Areas and Interim Sidewalk Easement Areas. The grant of temporary easements shall be a condition of approval of permits for Development. The temporary easements shall be consistent with the provisions of this Agreement, and shall be in form and substance satisfactory to the City's Director of Transportation, or functional successor. Each City-approved temporary easement shall be recorded in the records of King County prior to issuance of a Temporary Certificate of Occupancy for the Development that is the subject of the permit(s). Following completion, as defined in the Covenant for Infrastructure Construction in Section 2.B.1, of a Public Access Pathway, and/or a permanent sidewalk within City right-of-way, as applicable, the City agrees, upon completed written request by the temporary easement grantor, to release applicable temporary easements for the Interim Pathway(s) and Interim Sidewalk(s).

7. Terms of Public Access and Use.

A. Commencement of Public Access and Use. Public access and use of each Interim Pathway Easement Area, Interim Sidewalk Easement Area, the Easement Areas, the Hillclimb Public Access Easement Area, and each Pocket Park Easement Area, commences upon substantial completion of construction of the applicable Required Infrastructure in the applicable easement area, and inspection and conditional acceptance by the City, as provided in the Covenant for Infrastructure Construction. Each of the foregoing, upon substantial completion of construction and conditional acceptance by the City, is a "Publicly Accessible Area" and together are referred to collectively as "Publicly Accessible Areas." The right of public access to the Publicly Accessible Areas is subject to the limitations contained in this Section 7.

B. Hours of Access for Publicly Accessible Areas.

(i) For Interim Pathways, whether constructed in an Easement Area or an Interim Pathway Easement Area, and Public Access Pathways, the hours of public access are from 6:00 AM to 10:00 PM each day of the year, except as provided in Subsection 7.D. below or in case of emergency, unless different hours are agreed to in writing by the City, as evidenced by a written and recorded amendment to this Agreement.

(ii) For Interim Sidewalks, whether constructed in street right-of-way or in Interim Sidewalk Easement Areas, the Multi-Use Public Trail, and the Hillclimb Public Access Easement Area, the hours of public access are 24 hours each day of the year, except as provided in Subsection 7.D. below or in case of emergency, unless different hours are agreed to in writing by the City, as evidenced by a written and recorded amendment to this Agreement.

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(iii) For the Pocket Park Easement Areas, the hours of public access shall be the same hours as the neighborhood park to be constructed by the City on Block 1, as depicted on the Plat; provided, however, if a Pocket Park is constructed prior to the neighborhood park, then until the neighborhood park opens, the hours of public access are 6:00 AM to 10:00 PM each day of the year, except as provided in Subsection 7.D. below or in case of emergency, unless different hours are agreed to in writing by the City, as evidenced by a written and recorded amendment to this Agreement.

Even when closed to public access, SHA, its successors and assigns, may not gate or otherwise physically close off all or any portion of the Publicly Accessible Areas. As described in Section 14, Grantor shall provide signage identifying the Publicly Accessible Areas as public space and identifying their hours of public use.

C. Activities in Publicly Accessible Areas.

(i) The public may engage in all activities allowed on a public sidewalk, except that SHA, its successors and assigns, may exclude or restrict activities (except on Interim Sidewalks within the public right-of-way) that would require a street use permit if conducted on a public sidewalk. The public may engage in free speech activities, including hand billing, signature gathering, and holding signs, so long as such activities do not obstruct access to or through the Publicly Accessible Areas, or to adjacent buildings or property. SHA, its successors and assigns, may not ask members of the public who are engaging in allowed activities to leave Publicly Accessible Areas, unless their conduct unreasonably interferes with the enjoyment of the space by others. SHA, its successors or assigns, may participate in the Seattle Police Department's Criminal Trespassing Program (SMC 12A.08.040) to restrict access to Publicly Accessible Areas for reasons of public safety.

(ii) Seating reserved for customers of restaurants or other commercial uses is prohibited in Pocket Parks.

D. Temporary Closures. The Association may reasonably and temporarily limit public access to Publicly Accessible Areas in order to carry out its maintenance obligations.

E. Motorized Vehicles. Motorized vehicles and equipment are not permitted on Publicly Accessible Areas, except (i) motorized wheelchairs or similar equipment to permit access by disabled users, (ii) emergency or maintenance vehicles, (iii) to the extent necessary in connection with permitted development of Easement 6.5 as it intersects with Easement 6.4, and (iv) to the extent necessary for permitted development requiring limited vehicle crossings over the Public Access Pathways in Easements 5.2 and 7.1.

8. Grantor Use of Publicly Accessible Areas.

A. With respect to Interim Pathway Easement Areas, Interim Sidewalk Easement Areas, the Easement Areas, and the Hillclimb Public Access Easement Area, SHA agrees for itself, its successors and assigns, that new easements may not be granted and construction of any kind is prohibited within these Publicly Accessible Areas unless (a) the

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easement or construction are consistent with, and do not preclude, construction of the Interim Pathways, Interim Sidewalks, Public Access Pathways, the Multi-Use Public Trail, and the portion of the 10th Avenue Hillclimb within Easement 6.8; (b) the Development proposal includes construction required in connection with such Development pursuant to the Covenant for Infrastructure Construction; (c) the Development is consistent with the provisions of the Planned Action Ordinance (Ordinance 123962), Land Use Code (Title 23 of the Seattle Municipal Code, as amended), and Yesler Terrace Design Guidelines, adopted by Ordinance 123963; and (d) the Development does not include any gross floor area of a structure, nor any motorized vehicle access in the particular easement area, except as provided in Subsection 7.E. above. For purposes of this Section 8, "construction" does not include installation of City public utilities in Public Utility Easements (as defined in the Covenant for Infrastructure Construction and granted and depicted on the Plat).

B. With respect to the Pocket Park Easement Areas, SHA agrees for itself, its successors and assigns that new easements may not be granted and surface and above-grade development of any kind is prohibited except the Pocket Park. Any development beneath the grade level of a Pocket Park Easement Area shall be designed so as not to preclude landscaping at grade level as shown in the plans approved by the Seattle Department of Transportation ("SDOT"), and no elements of below-grade construction are allowed on or above the surface of the Pocket Park, including without limitation, vents or other structures or equipment accessory to below-grade parking.

9. City Access to Publicly Accessible Areas. SHA agrees for itself, its successors and assigns that the City, its agents, employees and contractors are granted continuing access to all Publicly Accessible Areas at all times for inspection and enforcement related to this Agreement and other covenants and agreements recorded in connection with the Plat, and for emergencies.

10. Design Process and Improvements for Pocket Parks.

A. The design and programming for the Pocket Parks shall be reviewed by the Design Commission at both the schematic and design development phases and shall require final approval by SDOT.

B. Each Pocket Park must be designed and programmed to be inviting to and usable by the general public and must not be designed to serve only residents in the immediate vicinity. Particular design elements may vary among the Pocket Parks in order that each Pocket Park is designed to complement adjacent uses; for example, programming of the Pocket Park in Block 7 may vary from the other Pocket Parks in recognition of nearby nonresidential development, should such occur. Pocket Parks must be designed, and distinguished from adjacent private development, so that they are clearly delineated as public space and not perceived as private or semi-private open space. Without limitation, that includes conformance with the prohibition on customer use of Pocket Parks as described in Subsection 7.C.(ii) above.

C. Programming and design guidance must consider the following elements for inclusion in each Pocket Park:

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(i) Lawn area: flexible space for picnics, informal play, gathering. Locate adjacent to plaza for combined gathering.

(ii) Plaza: flexible space for multiple users, for seating, gathering, overlooks, watching children's play. Use as a gateway to the site, can be open to sidewalk to create greater sense of space.

(iii) Plantings: Use to create edges, borders, and buffers from adjacent uses. Consider visibility into and from site for security and user interest.

(iv) Play opportunities: Considering available space and adjacent uses, prioritize for young children who will not as easily venture as far from home as older children. Manufactured play equipment is not mandatory, simpler play opportunities may suffice.

(v) Circulation: Include sufficient seating opportunities. Consider looping routes for children with wheeled toys, walking for exercise.

(vi) Exercise stations may be included in some or all of the Pocket Parks.

(vii) Include pedestrian-level lighting, and for those Pocket Parks bounded in part by a private access drive, bollards or another form of separation between the roadway surface and the park space.

D. Improvements within the Pocket Parks shall conform to the requirements of Section 8.B.

E. The boundaries of the Pocket Parks and their associated Pocket Park Easement Areas, as depicted on the Plat, may be revised through approval of a Lot Boundary Adjustment by the Department of Planning and Development (or functional successor), with the prior written approval of the Director of Transportation (or functional successor), provided that the general location, size, and lineal street frontage requirements for the Pocket Parks in the Preliminary Street Vacation Approval continue to be met, and subject to approval of a City Council ordinance authorizing the revised Pocket Park Easement Area.

11. Public Benefit Elements Within Public Right-of-Way and Wayfinding Kiosks.

The Public Benefit Elements listed in Subsections 11.A., B., C., E. and F. will be constructed within public right-of-way, as authorized by the Street Improvement Permit ("SIP") process, as described in the Right-of-Way Manual and Client Assistance Memos, and street use permits required under Title 15 of the Seattle Municipal Code, all as amended from time to time. The Public Benefit Elements listed in Subsection 11.D. (wayfinding kiosks) will be constructed outside of the public right-of-way.

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A. **Green Street Loop**. The Green Street Loop will be located in the following rights-of-way: S. Washington Street from Yesler Way to 10th Avenue S.; 10th Avenue S. from S. Washington Street to E. Yesler Way; 10th Avenue from E. Yesler Way to E. Fir Street; E. Fir Street from 10th Avenue to Broadway; Fir Street from Broadway to 8th Avenue; 8th Avenue from Fir Street to Yesler Way.

(i) The timing and responsibility for construction of the applicable Street Infrastructure (as defined in the Covenant for Infrastructure Construction) and the Green Street Loop are provided in the Covenant for Infrastructure Construction.

(ii) The final design, configuration and placement of Green Street Treatment on the Green Street Loop will be determined by the SDOT as part of the SIP process. Green Street Treatment means the Green Street Loop amenities, including widened sidewalks, pedestrian-scale lighting, street trees and additional landscaping, street furniture, and no fewer than five exercise stations, and may include special paving, painted pavement, and signs. The SDOT-approved SIP plans constitute the required Green Street Treatment for the Green Street Loop.

B. **10th Avenue Hillclimb**. The 10th Avenue Hillclimb consists of: a series of stairways, ramps, and landings; retaining walls; pedestrian amenities including benches and artwork; landscaping; lighting; special paving; and a public plaza at the top. The 10th Avenue Hillclimb lies within: the existing rights of way of 10th Avenue S. and S. Main Street; additional land dedicated by SHA to widen the right of way of 10th Avenue S.; and a public access easement on SHA property designated as Easement 6.8 on the Plat. The 10th Avenue Hillclimb commences at the northern end of the currently developed 10th Avenue S., approximately 130 feet north of the north margin of S. Jackson Street, and ends at the intersection of S. Main Street and the new extension of 10th Avenue S.

(i) The design for the 10th Avenue Hillclimb has been reviewed and approved by the Design Commission on April 4, 2013 and September 19, 2013.

(ii) The final design, configuration and placement of the 10th Avenue Hillclimb will be determined by SDOT as part of the SIP process.

(iii) SHA shall complete the 10th Avenue Hillclimb, including the portion within Easement 6.8, no later than December 31, 2016, as provided in the Preliminary Street Vacation Approval.

C. **Enhanced Connection to Little Saigon Community**. An enhanced connection between the Property and the Little Saigon community will be achieved through the construction of the 10th Avenue Hillclimb, SIP process, and construction of Required Infrastructure under the Covenant for Infrastructure Construction.

D. **Wayfinding Kiosks**. No fewer than four wayfinding kiosks shall be located within the Property. The location and design of the kiosks are subject to review by the Design Commission and approval by SDOT through the SIP process.

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E. Wider Rights-of-Way than Typical City Requirements. The wider rights-of-way identified in the Preliminary Street Vacation Approval are depicted and dedicated, as applicable, on the Plat.

F. Curb Bulbs at Intersections and Mid-Block. Subject to SDOT review and approval during the SIP process, street designs will include curb bulbs to accommodate trees larger than minimum City requirements and to enhance the pedestrian environment.

12. Grantor Responsibilities for Encroaching Structures.

A. Date for Removal of Structures. As of the Effective Date of this Agreement, structures encroach on the following easements depicted on the Plat ("Encroaching Structures"): Easement 3.1, Easement 5.1, Easement 5.4, Easement 7.1, Easement 7.2, and Easement 7.3. No later than 30 days after the date all dwelling units in an Encroaching Structure cease to be occupied as public housing, SHA shall apply to the United States Department of Housing and Urban Development ("HUD") for approval to demolish the Encroaching Structure (if such approval is required) and shall apply to the City for all applicable permits related to demolition of the Encroaching Structure. SHA also agrees for itself, its successors and assigns to remove each Encroaching Structure within 18 months after the Removal Date (as defined in Subsection B. below) of an Encroaching Structure.

B. Definitions Applicable to Section 12. Removal Date means the later of: the date all dwelling units in the Encroaching Structure cease to be occupied as public housing; the date HUD issues written approval to demolish the Encroaching Structure (if such approval is required); or the date the City issues a permit to demolish the Encroaching Structure. Removal of an Encroaching Structure shall include (1) removal of the building and all appurtenances that are or have ever been related to the operation of the building, including but not limited to foundations, utilities, impervious surfaces, and other infrastructure; (2) clean up of any environmental contamination that has resulted from the building or its operation, in accordance with and to the standard required by all applicable federal, state, and local environmental regulations; (3) grading of all disturbed areas to match adjacent grades; and (4) installation of temporary erosion and sedimentation control as per City requirements for affected areas of private property.

13. Maintenance Obligations.

A. Binding Commitments.

(i) SHA as owner of all of the Property hereby irrevocably covenants and commits to maintain, repair, reconstruct and replace, as appropriate, the areas described below (each of which is an "Area of Common Responsibility" and collectively are "Areas of Common Responsibility"):

(a) The Interim Pathways;

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(b) Public Access Pathways located in: Tract A of Block 2, Easement 5.2, Easement 6.4, and Easement 7.1, all as depicted on the Plat;

(c) The Pocket Parks located in: Tract A of Block 3, Tract A of Block 5, and Tract A of Block 7, all as depicted on the Plat;

(d) The Multi-Use Public Trail located in Tract B of Block 5, as depicted on the Plat;

(e) The Green Street Treatment in the Green Street Loop;

(f) Wayfinding kiosks;

(g) The 10th Avenue Hillclimb, including the portion within Easement 6.8;

(h) All areas between the back of curb and the property line of each Lot and Tract in the Property, including, without limitation, planting strips, landscaping, sidewalks, and curb bulbs; and

(i) Interim Sidewalks.

(ii) SHA makes this covenant and commitment for itself and all future owners of Lots or Tracts within the property ("Owners") with the intention that it will inure to and be binding upon all future Owners of the Property; provided, however, that SHA intends for such obligations to be performed by the Association.

B. Grant of Easement to Association. SHA, as owner of all of the Property, hereby grants and conveys, on behalf of itself and its successors and assigns, to the Association and its successors and assigns, a perpetual non-exclusive easement over, under, across and through each of the Areas of Common Responsibility, to the extent necessary, for purposes of performing the maintenance, repair, reconstruction and replacement obligations described in this Agreement.

C. Association Agreement to Perform Obligations. By executing this Agreement, the Association hereby irrevocably commits to perform the maintenance, repair, reconstruction and replacement obligations of the Owners for the Areas of Common Responsibility, to impose on Owners the obligation to pay assessments to the Association for performance of the obligations, and to lien Lots of non-paying Owners. Owners are deemed to have consented to the Association's performance of all such obligations.

D. Assessments. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Property, is deemed to reconfirm this Agreement and the covenant and commitment to maintain, repair, reconstruct and replace the Areas of Common Responsibility and to agree to pay assessments levied by the Association for its performance of the maintenance, repair, reconstruction and replacement of the Areas of Common

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Responsibility. Such assessments shall be adequate to meet the standards in Subsection 13.F. (the "Standards"). If the assessments are not adequate to meet the Standards, then the Owners shall cause the Association to levy an additional or special assessment to generate sufficient funds to meet the Standards. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

E. Lien. The Association shall have the right to impose a lien against each Lot to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of Washington law) and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments and other levies that by law would be superior and (b) the lien or charge of any recorded first mortgage (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment and judicial or nonjudicial foreclosure by the Association.

F. Standards.

(i) Each Publicly Accessible Area, or segment of such Area, as applicable, shall be kept at the cost of the Owners, in a clean, good and operable condition at all times from and after commencement of public access and use as described in Subsection 7.A.;

(ii) For the Green Street Treatment in the Green Street Loop, the wayfinding kiosks, and the 10th Avenue Hillclimb in City rights-of-way, the maintenance standards shall be as specified in required and approved street use permits;

(iii) The following standards apply to all Areas of Common Responsibility located outside of City rights-of-way:

(a) Performing grounds custodial work including litter pick-up; garbage and illegal dumping collection and disposal; cleaning of hard surfaces; sweeping of paths; keeping drainage facilities clean and free of debris or obstructions and in good working order; performing all path and sidewalk maintenance, repair and reconstruction;

(b) Maintaining all flora in a healthy condition, including lawn and garden care, and tree and shrub pruning and mulching;

(c) Irrigating landscaped areas and maintaining irrigation equipment for such purposes;

(d) Repairing damage due to vandalism or accidental damage or destruction and replacing or reconstructing if repair is not adequate or possible;

(e) Promptly removing graffiti on all surfaces;

(f) Performing all pest management and rodent control, in compliance with Health Department standards and directives; and

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(g) Maintaining, repairing and replacing equipment, including, without limitation, play equipment, benches, picnic tables, litter receptacles, exercise equipment, and signs.

G. Hazardous Materials. SHA and the Association agree that the Association, its employees and agents shall not unnecessarily utilize or store in the Areas of Common Responsibility any hazardous, toxic or dangerous substance, waste or material regulated under federal, state, or local laws and regulations, except to the extent such materials are used in the ordinary course of performing the types of maintenance, repair, reconstruction or replacement obligations under this Agreement.

H. Permits. SHA and the Association acknowledge and agree, on behalf of themselves, their successors and assigns, that in carrying out the obligations of this Agreement, the Association is responsible for applying for, obtaining, and complying with all necessary permits, including, without limitation, street use permits required under Title 15 of the Seattle Municipal Code, as it may be amended from time to time, for Areas of Common Responsibility located in City rights-of-way.

14. Signage. SHA and the Association are responsible for placing and maintaining signage in Publicly Accessible Areas, from and after the date construction of improvements is completed, that identifies the Publicly Accessible Areas as space open to the public and the hours of public use, along with a phone number to call for further information on terms of public use. Such signage shall also contain information on who is responsible for maintenance of the Publicly Accessible Area, and contact information for reporting maintenance, repair and other issues. The location, content and number of signs shall conform to requirements established by the City during the permit process for each applicable Publicly Accessible Area.

15. Reporting. SHA shall provide reports to the City, at the address provided in Section 19 below (or such other address as designated by the City), on March 31 and September 30 each year beginning March 31, 2015, and ending with a final report after completion of all Public Benefit Elements and all other conditions of the Preliminary Street Vacation Approval. Each report shall contain an update on development activity on the Property, and the schedule and progress towards meeting all conditions of the Preliminary Street Vacation Approval.

16. Enforcement. This Agreement is made for the benefit of the City and the City may institute and prosecute any proceeding in law or in equity to enforce this Agreement.

17. Insurance. SHA shall, at its sole cost and expense, maintain in full force and effect the following minimum limits of insurance throughout the entire term of this Agreement:

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A. Commercial General Liability (CGL) written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability:

$1,000,000 per Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal/Advertising Injury Liability

Coverage shall include: Premises and Operations; Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract); Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; Waiver of Subrogation endorsement in favor of Owner as required by contract; General Aggregate Limits of Insurance shall apply separately; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.

The limits of liability described above are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by SHA, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by SHA as respects this Agreement, nor (2) construed as limiting the liability of any of SHA's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

B. Umbrella or Excess Liability insurance if and as necessary to maintain total CGL and Automobile Liability insurance limits of $2,000,000 Each Occurrence and be no less broad than coverages described above.

General Requirements for SHA's Insurance. City shall have the right to periodically review and revise insurance coverages and/or limits of liability as necessary to reflect changes in exposure to risk, inflation, industry conditions or other relevant circumstances upon ninety days prior written notice.

The insurance shall include "The City of Seattle, its officers, officials, employees, agents and volunteers" as additional insureds. SHA's insurance shall be primary and non-contributory to any insurance maintained by or available to the City. SHA and its insurers expressly acknowledge that (a) coverages and limits of liability requirements herein are strictly intended to specify minimum levels of coverage and limits of liability, and (b) where the City is to be included as an additional insured, such additional insured status shall, notwithstanding any insurance policy language to the contrary, extend to the total limits of all insurance and/or self-insurance limits of liability maintained by SHA, whether such limits are primary, excess, contingent or otherwise.

Coverage shall not be cancelled without forty-five (45) day written notice of such cancellation, except ten (10) day written notice as respects cancellation for non-payment of premium, to the City at its notice address except as may otherwise be specified in Revised Code of Washington (RCW) 48.18.290 (Cancellation by insurer). The City and SHA mutually agree that for the purpose of RCW 48.18.290(1)(e), for both liability and property insurance, the City

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is deemed to be a "mortgagee, pledge, or other person shown by (the required insurance policies) to have an interest in any loss which may occur thereunder."

Each insurance policy required hereunder shall be (1) subject to reasonable approval by City that it conforms with the requirements of this Section, and (2) be issued by an insurer rated A–:VII or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of chapter 48.15 RCW (Unauthorized insurers).

Any deductible or self-insured retention ("S.I.R.") must be disclosed to, and shall be subject to reasonable approval by, the City. SHA shall cooperate to provide such information as the City may reasonably deem to be necessary to assess the risk bearing capacity of SHA to sustain such deductible or S.I.R. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of SHA. If a deductible or S.I.R. for CGL or equivalent insurance is not "fronted" by an insurer but is funded and/or administered by SHA or a contracted third party claims administrator, SHA agrees to defend and indemnify the City to the same extent as the City would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

Evidence of Insurance. On or before the Effective Date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to City at its notice address as evidence of the insurance coverage required to be maintained by SHA:

Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein; and

A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements;

A copy of the CGL insurance policy provision(s) documenting the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement;

Pending receipt of the documentation specified in this Section 17, SHA may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.

Original certification of insurance shall be issued to the City as described in Section 17.

Operator's Responsibility: The procuring of the policies of insurance required by this Agreement shall not be construed to limit SHA's liability hereunder.

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18. Release and Indemnity. SHA and the Association (each, an "Indemnitor"), each for itself, its successors and assigns, hereby covenant and agree to forever release, defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents, from any and all costs, claims, demands, causes of action, judgments, damages, expenses, or liabilities, including reasonable attorneys' fees and necessary litigation expenses, resulting from any actual or alleged bodily injury (including death) or actual or alleged damage to property arising out of, in connection with, or that are related to the performance of the respective acts or omissions of such Indemnitor or any parties for which such Indemnitor is legally liable with respect to the Publicly Accessible Areas, to the extent permitted by RCW 4.24.115. Solely to give full force and effect to the indemnity obligations contained herein and for the benefit of the City only, each Indemnitor, for itself, its successors and assigns, specifically and expressly waives any immunity it may have under the Washington State Industrial Insurance Act, Title 51 RCW or any other industrial insurance, workers' compensation or similar laws and acknowledges that this waiver was mutually negotiated by the parties as part of the consideration for this Agreement. This provision shall not be interpreted or construed as a waiver of each Indemnitor's right to assert such immunity, defense or protection directly against any of its own employees. In no event shall an Indemnitor's, or its successors' or assigns', indemnification obligations under this Agreement be limited to the extent of any insurance available to or provided by such Indemnitor, its successors or assigns. The indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments or expenses resulting from bodily injury or property damage caused by the sole negligence or intentional acts of the public or the City its officers, employees, elected officials, agents or subcontractors.

19. Notice. All notices, demands, requests, consents and approvals that may, or are required to, be given by any party to any other party hereunder shall be in writing and sent to the address below or such other address as a party designates in writing and delivers as required by this Section 19. Notices are effective as follows: Notices that are delivered in person shall be effective when delivered. Notices that are sent by overnight courier shall be effective on the next business day after delivery to the courier with charges therefor prepaid or credit extended by the courier to the sender. Notices that are mailed shall be effective on the earlier of delivery (or first attempted delivery) or three (3) business days after deposit in the U.S. mail, postage prepaid, return receipt requested.

SHA:	Executive Director Seattle Housing Authority 190 Queen Anne Avenue N. Seattle, WA 98109-1028
ASSOCIATION:	Yesler Terrace Owners Association c/o Seattle Housing Authority 190 Queen Anne Avenue N. Seattle, WA 98109-1028
CITY:	SDOT Director

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Department of Transportation
City of Seattle
P.O. Box 34996
Seattle, WA 98124-4996

20. Amendment; Modification. This Agreement may be changed, modified or amended in whole or in part only by a written and recorded agreement executed by the City and Grantor and, if required as determined by the City, approved by City of Seattle ordinance.

21. Waiver. A party may, at any time or times, at its election, waive any of its rights or any of the other party's obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by the party to be bound by the waiver. No waiver shall be deemed a waiver of any other right or obligation or of a subsequent occurrence of the same or similar breach or other circumstance with respect to which the waiver was given. Additionally, no delay or omission on the part of a party in exercising any rights, power or remedy provided in this Agreement shall be construed as a waiver of or acquiescence in any breach of the terms and conditions set forth herein.

22. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.

23. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

24. Authorization. By signing this Agreement, the parties agree that the City or an agent selected by the City is authorized to insert dates, recording numbers, and ordinance number in the spaces provided in this Agreement prior to recording this Agreement.

25. Binding Effect. The obligations and agreements of the Grantor contained in this Agreement are deemed to attach to and run with the Property and are binding on Grantor and its successors, heirs, and assigns.

(Signatures follow on next page)

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SHA:

HOUSING AUTHORITY OF THE CITY OF SEATTLE, a public body corporate and politic under the laws of the State of Washington

By: _____
Name: ANDREW J. LOFTON
Its: EXECUTIVE DIRECTOR

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me ANDREW J. LOFTON, to me known to be the EXECUTIVE DIRECTOR of the **HOUSING AUTHORITY OF THE CITY OF SEATTLE,** a public body corporate and politic under the laws of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 7th day of August

REBECCA ANNE TAYLOR NOTARY PUBLIC COMMISSION EXPIRES 04-19-16 STATE OF WASHINGTON

Rebecca Anne Taylor
Printed Name: REBECCA ANNE TAYLOR
Notary Public in and for the State of Washington, residing at RENTON, WA
My Commission Expires: 4-19-16

THE CITY CLERK

CITY:

THE CITY OF SEATTLE,
a Washington municipal corporation

By:_____
Name:_____
Its:_____

STATE OF WASHINGTON
} ss.
COUNTY OF KING

On this day personally appeared before me _____, to me known to be the _____of **THE CITY OF SEATTLE,** 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 _____, ____.

_____
Printed Name:_____
Notary Public in and for the State of Washington,
residing at _____
My Commission Expires:_____

2015 CITY CLERK

ASSOCIATION:

YESLER TERRACE OWNERS ASSOCIATION,
a Washington nonprofit corporation

By: _____
Name: ANNE FISKE-ZUNIGA
Its: PRESIDENT

STATE OF WASHINGTON
} ss.
COUNTY OF KING

On this day personally appeared before me Anne Fiske Zuniga, to me known to be the President of the **YESLER TERRACE OWNERS ASSOCIATION,** a Washington nonprofit corporation, that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such nonprofit 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 7th day of August, 2014.

REBECCA ANNE TAYLOR
NOTARY PUBLIC
COMMISSION EXPIRES 04-19-16
STATE OF WASHINGTON

Rebecca Anne Taylor
Printed Name REBECCA ANNE TAYLOR
NOTARY PUBLIC in and for the State of Washington,
residing at RENTON, WA
My Commission Expires 4-19-16

SEA CITY CLERK

CONSENTS TO PUBLIC ACCESS, EASEMENT AND MAINTENANCE AGREEMENT

The 820 YESLER WAY LLLP has a leasehold interest in Lot 6 in Block 2 of Yesler Terrace Community, commonly known as 820 Yesler Way in Seattle, Washington (also known as tax parcel number 982170-0005-08) as evidenced by lease recorded on May 29, 2014 under King County Recording No. 20140529001713. The 820 YESLER WAY LLLP hereby consents to and agrees to be bound by the terms of the Public Access, Easement and Maintenance Agreement.

820 YESLER WAY LLLP

By: Housing Authority of the City of Seattle
Its: General Partner

By: _____
Andrew J. Lofton
Executive Director

ACKNOWLEDGEMENT

STATE OF WASHINGTON
} ss.
COUNTY OF King

I certify that I know or have satisfactory evidence that Andrew J. Lofton is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the Housing Authority of the City of Seattle which is the General Partner of 820 YESLER WAY LLLP, a Washington limited liability limited partnership to be the free and voluntary act of such limited liability partnership for the uses and purposes mentioned in the instrument.

DATED this 7th day of August, 2014.

REBECCA ANNE TAYLOR
NOTARY PUBLIC
COMMISSION EXPIRES 04-19-16
STATE OF WASHINGTON

Rebecca Anne Taylor
Printed Name REBECCA ANNE TAYLOR
NOTARY PUBLIC in and for the State of Washington, residing at RENTON, WA
My Commission Expires 4-19-16

SEAL CITY CLERK

JPMORGAN CHASE BANK, N.A. has a security interest in Lot 6 in Block 2 of Yesler Terrace Community, commonly known as 820 Yesler Way in Seattle, Washington (also known as tax parcel number 982170-0005-08) as evidenced by Deed of Trust recorded on May 29, 2014 under King County Recording No. 20140529001710. JPMORGAN CHASE BANK, N.A. hereby consents to the Public Access, Easement and Maintenance Agreement.

JPMORGAN CHASE BANK, N.A.

By: Chuck Weinstock
Name: CHUCK WEINSTOCK
Its: Authorized Officer

ACKNOWLEDGEMENT

STATE OF WASHINGTON
COUNTY OF King } ss.

I certify that I know or have satisfactory evidence that Chuck Weinstock is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Authorized Officer of JPMORGAN CHASE BANK, N.A., a _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 11th day of August, 2014.

Dana L. Horton
Printed Name Dana L. Horton
NOTARY PUBLIC in and for the State of Washington, residing at 1301 - 2nd Ave.
My Commission Expires 7/19/2015

DANA L. HORTON
COMMISSION EXPIRES
NOTARY
PUBLIC
7-19-15
STATE OF WASHINGTON

CITY CLERK

THE CITY OF SEATTLE, through its OFFICE OF HOUSING, has a security interest in Lot 6 in Block 2 of the Plat of Yesler Terrace Community commonly known as 820 Yesler Way in Seattle, Washington (also known as tax parcel number 982170-0005-08) as evidenced by Deed of Trust recorded on May 29, 2014 under King County Recording No. 20140529001712. THE CITY OF SEATTLE, through its OFFICE OF HOUSING, hereby consents to the Public Access, Easement and Maintenance Agreement.

CITY OF SEATTLE, OFFICE OF HOUSING

By: _____
Name: Steve Walker
Title: Director

ACKNOWLEDGEMENT

STATE OF WASHINGTON
} ss.
COUNTY OF King

I certify that I know or have satisfactory evidence that Steve Walker is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of the CITY OF SEATTLE, OFFICE OF HOUSING, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 13th day of August, 2014.

HEATHER M. BURNS
COMMISSION EXPIRES
NOTARY
PUBLIC
OCT. 15, 2017
STATE OF WASHINGTON

Heather M. Burns
Printed Name Heather M. Burns
NOTARY PUBLIC in and for the State of Washington, residing at Seattle, WA
My Commission Expires 10-15-17

SEAL CITY CLERK

EXHIBIT A

TITLE EXCEPTIONS
(Per Subdivision Guarantee No. NCS-674500-WA1, Dated June 4, 2014, from First American Title Insurance Company)

No.	EXCEPTION
7	Easement, including terms and provisions contained therein: Recording Information: March 27, 1941 under Recording No. 3154385 In Favor of: The City of Seattle For: Electric transmission and distribution line (Affects all lots and blocks)
8	The terms and provisions contained in the document entitled "Declaration of Trust Given as Security" recorded June 26, 1942 as Recording No. 3248400 of Official Records. Document(s) declaring modifications thereof recorded November 21, 1958 as Recording No. 4968302 of Official Records. Revised Parcel B of LBA No. 3016056 (being Lot 6 of Block 2) has been released by virtue of Partial Release of Declaration of Trust recorded May 29, 2014 as Recording No. 20140529001705. (Affects all lots and blocks except Lot 6, Block 2)
9	Condemnation in King County Superior Court by the State of Washington, of rights of access to state highway and of light, view and air by decree entered, Cause No. 6189. (Affects Lots 1 through 8, Block 6 and Lots 1 and 9, Block 7)
10	Relinquishment of all existing and future rights to light, view and air, together with the rights of access to and from the State Highway constructed on lands conveyed in Deed from the State of Washington: Recorded: April 10, 1975 Recording No.: 7504100502 (Affects Lot 22, Block 6)
11	Easement, including terms and provisions contained therein: Recording Information: June 27, 1980 under Recording No. 8006270398 In Favor of: The City of Seattle, a municipal corporation For: Electric overhead and underground transmission and distribution line facilities (Affects Tract A, Block 2)
12	Easement, including terms and provisions contained therein: Recording Information: December 14, 1988 under Recording No. 8812140352 In Favor of: Paul B. Liao and Mei-Yea Liao, husband and wife For: Drainage, fence and retaining wall (Affects Lots 24 through 27, Block 6)
13	Conditions, notes, and provisions contained and/or delineated on the face of the Survey recorded September 10, 1996 under Recording No. 9609109004, in Volume 111 of surveys, at Page(s) 30, 30A through 30G, in King County,

CITY CLERK

No.	EXCEPTION
	Washington. (Affects all lots and blocks)
14	The terms, provisions and easement(s) contained in the document entitled "Cable TV Right of Entry and Operating Agreement" recorded January 15, 1998 as Recording No. 9801150150 of Official Records. (Affects all lots and blocks)
15	The terms and provisions contained in the document entitled "Public Place Indemnity Agreement" recorded January 28, 2013 as Recording No. 20130128001717 of Official Records. (Affects all lots and blocks except Lots 22 through 27, Block 6)
16	Terms, covenants, conditions and restrictions as contained in recorded Lot Boundary Adjustment No. 3016056 : Recorded: March 18, 2014 Recording Information: 20140318900002 (Affects all of Block 2)
17	The terms and provisions contained in the document entitled "Allocation Document for Yesler Terrace Site as a Whole" recorded May 8, 2014 as Recording No. 20140508000909 of Official Records. (Affects all lots and blocks)
18	The terms and provisions contained in the document entitled "Specific Allocation to 820 Yesler Way" recorded May 8, 2014 as Recording No. 20140508001257 of Official Records. (Affects all lots and blocks)
19	The terms and provisions contained in the document entitled "Covenant Running with the Land" recorded May 22, 2014 as Recording No. 20140522001715 of Official Records. (Affects Lot 1, Block 1, all of Block 5 and Lots 4 through 21, Block 6)
20	The terms and provisions contained in the document entitled "Condominium Sale Prohibition Covenant" recorded May 6, 2014 as Recording No. 20140506000337 of Official Records. (Affects Lot 6, Block 2)
21	The terms and provisions contained in the document entitled "Declaration of Restrictive Covenants" recorded May 29, 2014 as Recording No. 20140529001706 of Official Records. (Affects Lot 6, Block 2)
22	The terms and provisions contained in the document entitled "Regulatory Agreement (Covenants and Easements for Low-Income Housing)" recorded May 29, 2014 as Recording No. 20140529001707 of Official Records. (Affects Lot 6, Block 2)
23	The terms and provisions contained in the document entitled "Regulatory Agreement (Extended Use Agreement)" recorded May 29, 2014 as Recording No. 20140529001708 of Official Records.

CITY CLERK

No.	EXCEPTION
	(Affects Lot 6, Block 2)
24	The terms and provisions contained in the document entitled "Regulatory Agreement" recorded May 29, 2014 as Recording No. 20140529001709 of Official Records. (Affects Lot 6, Block 2)
25	A Deed of Trust to secure an original indebtedness of $15,000,000.00 recorded May 29, 2014 as Recording No. 20140529001710 of Official Records. Dated: May 29, 2014 Trustor: 820 Yesler Way LLLP, a Washington limited liability limited partnership Trustee: First American Title Insurance Company Beneficiary: JPMorgan Chase Bank, N.A. (Affects Lot 6, Block 2)
26	The terms and provisions contained in the document entitled "Assignment of Loan Documents" recorded May 29, 2014 as Recording No. 20140529001711 of Official Records. Assignor: Housing Authority of the City of Seattle Assignee: JPMorgan Chase Bank, N.A. (Affects Lot 6, Block 2)
27	A Deed of Trust to secure an original indebtedness of $1,300,000.00 recorded May 29, 2014 as Recording No. 20140529001712 of Official Records. Dated: May 29, 2014 Trustor: 820 Yesler Way LLLP, a Washington limited liability limited partnership Trustee: First American Title Insurance Company, a California corporation Beneficiary: The City of Seattle (Affects Lot 6, Block 2)
28	A lease dated May 29, 2014, executed by Housing Authority of the City of Seattle, also known as Seattle Housing Authority as lessor and 820 Yesler Way LLLP, a Washington limited liability limited partnership as lessee, recorded May 29, 2014 as Recording No. 20140529001713 of Official Records. (Affects Lot 6, Block 2)
29	A Deed of Trust to secure an original indebtedness of $5,987,176.00 recorded May 29, 2014 as Recording No. 20140529001714 of Official Records. Dated: May 29, 2014 Trustor: 820 Yesler Way LLLP, a Washington limited liability limited partnership Trustee: First American Title Insurance Company Beneficiary: Housing Authority of the City of Seattle (Affects Lot 6, Block 2)
30	A Deed of Trust to secure an original indebtedness of $4,205,844.00 recorded May 29, 2014 as Recording No. 20140529001715 of Official Records. Dated: May 29, 2014 Trustor: 820 Yesler Way LLLP, a Washington limited liability limited partnership Trustee: First American Title Insurance Company Beneficiary: Housing Authority of the City of Seattle (Affects Lot 6, Block 2)
31	The terms and provisions contained in the document entitled "Declaration of Covenants, Conditions, Restrictions and Easements for Yesler Terrace" recorded May 29, 2014 as Recording No. 20140529001716 of Official Records.

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No.	EXCEPTION
	(Affects Lot 6, Block 2)
32	The terms and provisions contained in the document entitled "Priority and Subordination Agreement (820 Yesler Way)" recorded May 29, 2014 as Recording No. 20140529001717 of Official Records. (Affects Lot 6, Block 2)
33	Restrictions, conditions, dedications, notes, easements and provisions, if any, as contained and/or delineated on the face of the plat of Yesler Terrace Community recorded _____ in Volume _____ of Plats, page _____, in King County, Washington.

SEA CITY CLERK

COOPERATIVE AGREEMENT REGARDING DEDICATED STREET AREAS IN YESLER TERRACE PLAT

This Cooperative Agreement Regarding Dedicated Street Areas in Yesler Terrace Plat ("Agreement") is made between The Housing Authority of the City of Seattle ("SHA"), a public body corporate and politic under the laws of the State of Washington, and The City of Seattle ("City"), a Washington municipal corporation.

RECITALS

A. In connection with redevelopment of Yesler Terrace, SHA submitted a preliminary plat application to subdivide SHA's Yesler Terrace property (the "Plat"). The preliminary plat application was approved by the Hearing Examiner on August 30, 2013 under Hearing Examiner file no. MUP-13-016(SD) (the "Preliminary Plat Approval"). The preliminary plat incorporates the street layout concept given approval by the City Council in Clerk File (CF) 311389. In connection with the proposed final plat, the City Council will be asked to accept dedication of certain public right-of-way areas within Yesler Terrace. The Preliminary Plat Approval requires SHA to enter into this Agreement as a condition to final plat approval.

B. Yesler Terrace will be redeveloped in phases. This phased development allows the existing low income housing units to remain in place for a period of time within unimproved public right-of-way that has been dedicated as part of the final plat, but not yet physically improved as streets and sidewalks, in furtherance of the provisions of the Cooperative Agreement between the City and SHA, authorized by Ordinance 123961.

C. The City and SHA wish to allow this phased redevelopment, and the temporary location of structures within dedicated but not-yet-improved right-of-way areas, so long as the City has no responsibility or liability for those structures or the relocation of tenants living within them, and so long as SHA is obligated to remove those structures within a defined period of time.

D. RCW Chapter 35.83 authorizes agreements between cities and public housing authorities related to housing developments.

NOW, THEREFORE, the parties agree as follows:

1. The following definitions apply for purposes of this Agreement:

"ACC" means the annual operating subsidy provided to SHA by the Department of Housing and Urban Development ("HUD") under Section 9 of the U.S. Housing Act.

"Dedicated Street Areas" means the areas dedicated to the City as right-of-way in connection with Final Plat Approval.

"Final Plat Approval" means approval, by ordinance, of the final plat of the area that was the subject of the Preliminary Plat Approval.

THIS CITY CLERK

"Public Housing" means housing the operation of which is subsidized by an ACC, available to persons eligible under Section 3 of the U.S. Housing Act.

"Removal Date for a Structure" means the latter of: the date all dwelling units in the Structure cease to be occupied as Public Housing; the date HUD issues written approval to demolish the Structure (if such approval is required); or the date the City of Seattle issues a permit to demolish the Structure.

"Structure" means a building located within the Dedicated Street Areas as of the effective date of this Agreement and all appurtenances that are or have ever been related to the operation of the building, including but not limited to foundations, utilities, impervious surfaces, and other infrastructure.

"U.S. Housing Act" means the United States Housing Act of 1937, as amended, 42 U.S.C. Section 1437 et seq, as it may be amended in the future.

2. No later than 30 days after the date all dwelling units in a Structure cease to be occupied as Public Housing, SHA shall apply to HUD for approval to demolish the Structure (if such approval is required) and shall apply to the City for all applicable permits related to the demolition of the Structure.

3. The City grants permission for each of the Structures to remain in place until the earlier of: (1) eighteen months after the Removal Date for a Structure; or (2) 20 years after the effective date of this Agreement.

SHA at its sole expense shall remove each of the Structures prior to the earlier of: (1) eighteen months after the Removal Date for a Structure; or (2) 20 years after the effective date of this Agreement. Removal of a Structure shall include: (1) removal of the Structure; (2) clean up of any environmental contamination that has resulted from the Structure, or its operation, in accordance with and to the standard required by all applicable federal, state, and local environmental regulations; (3) grading of all disturbed area to match adjacent grades; and (4) installation of temporary restoration as required by the Seattle Department of Transportation (SDOT) that includes but is not limited to temporary erosion and sedimentation control for Dedicated Street Areas and temporary erosion and sedimentation control as per Seattle Department of Planning and Development (DPD) requirements for affected areas of private property. At the May 20, 2013 Board meeting, the SHA Board of Commissioners allocated, through Resolution #5035, $3,000,000 in dedicated cash reserves to pay for infrastructure improvements associated with Yesler Terrace redevelopment. The cost to remove Structures from the Dedicated Street Areas is included in this reserve amount; provided that the amount in the reserve account does not limit the amount or extent of SHA's obligation to remove, at its sole expense, each of the Structures.

The portion of the dedicated cash reserves that SHA's Financial Policy Oversight Committee has identified as being allocated towards the cost of removal of the Structures shall not be used for an alternative purpose unless the Financial Policy Oversight Committee, in consultation with SDOT, determines the removal commitment has been met, including the full scope of removal activities.

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4. The City shall have no responsibility to maintain, repair, abate, or remove any of the Structures. SHA shall maintain sole responsibility to maintain, repair, abate, or remove the Structures.

5. The City shall have no responsibility to provide any relocation or other assistance to the residents in Structures. SHA shall maintain sole responsibility for relocation and related rights of such residents, as required by applicable law and consistent with the City-SHA Cooperative Agreement authorized by Ordinance 123961.

6. SHA shall maintain Dedicated Street Areas until such time as all infrastructure facilities and improvements required to be constructed within a given portion of the Dedicated Street Areas by the Preliminary Plat Approval have been constructed and the City has inspected and accepted them. Where SHA has removed Structures from Dedicated Street Areas but the required infrastructure facilities and improvements have not yet been constructed, maintenance by SHA shall include maintenance of temporary restoration installed pursuant to Section 3 above.

7. SHA releases the City, its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description arising out of or by reason of the presence of Structures within, or the use or occupation of, those portions of the Dedicated Street Areas where the infrastructure facilities and improvements required to be constructed by the Preliminary Plat Approval have not been accepted by the City, including but not limited to claims resulting from injury, damage, or loss to SHA or SHA's property.

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

(a) the existence, condition, construction, reconstruction, modification, maintenance, operation, use, or removal of any Structure within those portions of the Dedicated Street Areas where the infrastructure facilities and improvements required to be constructed by the Preliminary Plat Approval have not been accepted by the City;

(b) the use, occupation, or restoration by any person or entity of those portions of the Dedicated Street Areas where the infrastructure facilities and improvements required to be constructed by the Preliminary Plat Approval have not been accepted by the City;

(c) anything that has been done or may at any time be done by SHA in carrying out its obligations under this Agreement; or

(d) SHA failing or refusing to strictly comply with every provision of this Agreement.

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

8. Until the infrastructure facilities and improvements required to be constructed by the Preliminary Plat Approval within all portions of the Dedicated Street Areas have been accepted by the City, SHA shall obtain and maintain in full force and effect, at its own expense, insurance and/or self-insurance that protects SHA and the City from claims and risks of loss from perils that can be insured against under commercial general liability ("CGL") insurance policies in conjunction with:

(a) the existence, condition, construction, reconstruction, modification, maintenance, operation, use, or removal of any Structure within those portions of the Dedicated Street Areas where the infrastructure facilities and improvements required to be constructed by the Preliminary Plat Approval have not been accepted by the City;

(b) the use, occupation, or restoration by any person or entity of those portions of the Dedicated Street Areas where the infrastructure facilities and improvements required to be constructed by the Preliminary Plat Approval have not been accepted by the City; and

(c) claims and risks in connection with activities performed by SHA in connection with this Agreement.

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

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

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

9. GENERAL PROVISIONS

9.1 Amendment. No modification to or amendment of this Agreement shall be effective unless a written amendment, approved by the City Council by ordinance, is executed by the authorized representatives of SHA and the City.

9.2 Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington.

9.3 Severability. The invalidity or unenforceability of any clause, part or provision of this Agreement shall not affect the validity or enforceability of any other portions of this Agreement.

9.4 No Third Party Beneficiaries. Nothing in this Agreement is intended to confer any rights or remedies on any persons or entities other than SHA and the City.

9.5 Notice. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

If to the City:

Mayor
City of Seattle
PO Box 94749
Seattle, WA 98124-4749

And to:

Seattle Department of Transportation
Street Use and Urban Forestry
P.O. Box 34996
Seattle, WA 98124-4996

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If to SHA:

Executive Director
Seattle Housing Authority
190 Queen Anne Avenue N.
Seattle, WA 98109

9.6 Effective Date. This Agreement shall become effective and binding upon the later of the following dates: (i) execution by both parties; or (ii) the effective date of the ordinance(s) granting Final Plat Approval and accepting the Dedicated Street Areas.

Executed as of the dates shown below.

THE CITY OF SEATTLE, a Washington municipal corporation

By:_____
Title: Mayor of the City of Seattle
Date:_____

THE HOUSING AUTHORITY OF THE CITY OF SEATTLE, a public body corporate and politic under the laws of the State of Washington

By: [signature]
Title: Executive Director
Date: 8/7/2014

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STATE OF WASHINGTON
} ss.
COUNTY OF KING

I certify that I know or have satisfactory evidence that **EDWARD B. MURRAY** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of The City of Seattle, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2014.

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

STATE OF WASHINGTON
} ss.
COUNTY OF KING

I certify that I know or have satisfactory evidence that Andrew J. Lofton is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Executive Director of The Housing Authority of the City Of Seattle, a public body corporate and politic under the laws of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 7th day of August, 2014.

REBECCA ANNE TAYLOR
NOTARY PUBLIC
COMMISSION EXPIRES 04-19-16
STATE OF WASHINGTON

Rebecca Anne Taylor
Printed Name REBECCA ANNE TAYLOR
NOTARY PUBLIC in and for the State of Washington,
residing at RENTON, WA
My Commission Expires 4-19-16

08/07/2014 final

DIS CITY CLERK

Form revised: February 26, 2014

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Department of Planning and Development and Seattle Department of Transportation	Beverly Barnett/684-7564 Diana Holloway/684-3970 Lindsay King/684-9218	Aaron Blumenthal/233-2656

Legislation Title:
AN ORDINANCE related to the redevelopment of Yesler Terrace; vacating portions of Terry Avenue, Spruce Street, Alley in Block 84 of Terry's 2nd Addition, Spruce Street and 9th Avenue Intersection, Alley at Yesler Terrace Steam Plant, 8th Avenue and Yesler Way Intersection, 8th Avenue South, South Main Street, 9th Avenue South, and South Washington Street, on the petition of the Housing Authority of the City of Seattle, with a modified street vacation condition; relinquishing certain easements no longer needed by the City of Seattle; approving and confirming the plat of "Yesler Terrace Community" and accepting dedications in a portion of the Southwest Quarter of the Southeast Quarter of Section 32, Township 25 North, Range 4 East and a portion of the Northwest Quarter and a portion of the Northeast Quarter of Section 5, Township 24 North, Range 4 East, W.M. in King County, Washington, with modified plat conditions; accepting temporary easements for street purposes over certain vacated portions of Terry Avenue, Spruce Street, and South Washington Street; authorizing the signing, acceptance and recording of a Covenant for Infrastructure Construction, and a Public Access, Easement and Maintenance Agreement; and authorizing the signing and acceptance of a Cooperative Agreement Regarding Dedicated Street Areas in Yesler Terrace Plat.

Summary of the Legislation:

The attached proposed Council Bill completes the street vacation and subdivision process for the Yesler Terrace redevelopment initiated by the Housing Authority of the City of Seattle (SHA). SHA's Yesler Terrace community lies within the area bordered by Alder Street, Broadway, East Fir Street, Boren Avenue, 12th Avenue South, South Main Street, and I-5. Following a multi-year public planning process, SHA sought vacation of certain existing streets within the development area and proposed a new subdivision. The vacation will remove certain existing streets and the subdivision will establish new lots and blocks; widen, extend and relocate streets through dedication; and provide for new utility infrastructure.

Background:

On September 4, 2012, the City Council voted to conditionally grant the petition to vacate the streets within the Yesler Terrace community and also passed a package of legislation

CITY CLERK

that included Land Use Code amendments, a legislative rezone, design guidelines, a Planned Action Ordinance, a mitigation document, and a new Cooperative Agreement. The legislation package was intended to support the redevelopment of Seattle's oldest publicly subsidized housing and replace its 561 aging housing units. The new Yesler Terrace community will include up to 5,000 units of subsidized and market rate housing; up to 900,000 square feet of office space; up to 65,000 square feet of neighborhood services, including the existing Yesler Community Center (which is outside of the proposed subdivision); up to 65,000 square feet of neighborhood retail; 15.9 acres of parks and semi-private open space; and a maximum of 5,100 parking spaces.

Since the 2012 approval of the redevelopment vision for Yesler Terrace, the City has been intensively engaged with SHA to address complicated technical and design issues and compliance with the conditions imposed on the project by the previous legislation and the street vacation approval. The Hearing Examiner's 2013 approval of the preliminary plat of Yesler Terrace Community imposed additional conditions. The documents included in this legislation satisfy the conditions or provide for the completion of each condition imposed on the project. The passage of this legislation supports the vision for Yesler Terrace and will allow SHA to proceed with the construction phase of the development.

Please check one of the following:

__X__ **This legislation does not have any financial implications.**

____ **This legislation has financial implications.**

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
This legislation does not accept nor appropriate funds but it will trigger additional work for (1) Seattle Department of Transportation's (SDOT) Real Property Services to coordinate the easement release and acceptance process provided in the Public Access and Maintenance Agreement and the covenant release process provided in the Covenant for Infrastructure Construction; (2) SDOT Street Use SIP for permit review and permit closeout, and (3) Department of Planning and Development (DPD) for land use code requirement review and permit closeout.

b) **What is the financial cost of not implementing the legislation?**
The vacation petition, already approved by the Seattle City Council, obligates the City to complete the vacation process, provided the Petitioner meets all the conditions imposed by the City Council. The Petitioner has met all the conditions. Therefore, by not implementing this legislation, the City could be in violation of its obligations, which could have financial implications. The final plat also completes the final step in the subdivision following review and approval by the Hearing Examiner.

c) **Does this legislation affect any departments besides the originating department?**

2015 CITY CLERK

Yes, but all interested departments have participated in discussion with SHA to address issues or concerns as the Yesler Terrace proposal moved forward. Any identified issues were resolved or are addressed in the accompanying documents. Other affected departments include DPD, Department of Parks and Recreation, Seattle City Light and Seattle Public Utilities.

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
None.. This legislation completes the vacation and subdivision process.

e) **Is a public hearing required for this legislation?**
No.

f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.

g) **Does this legislation affect a piece of property?**
Yes. It completes the vacation of right-of-way and establishes the new plat of "Yesler Terrace Community".

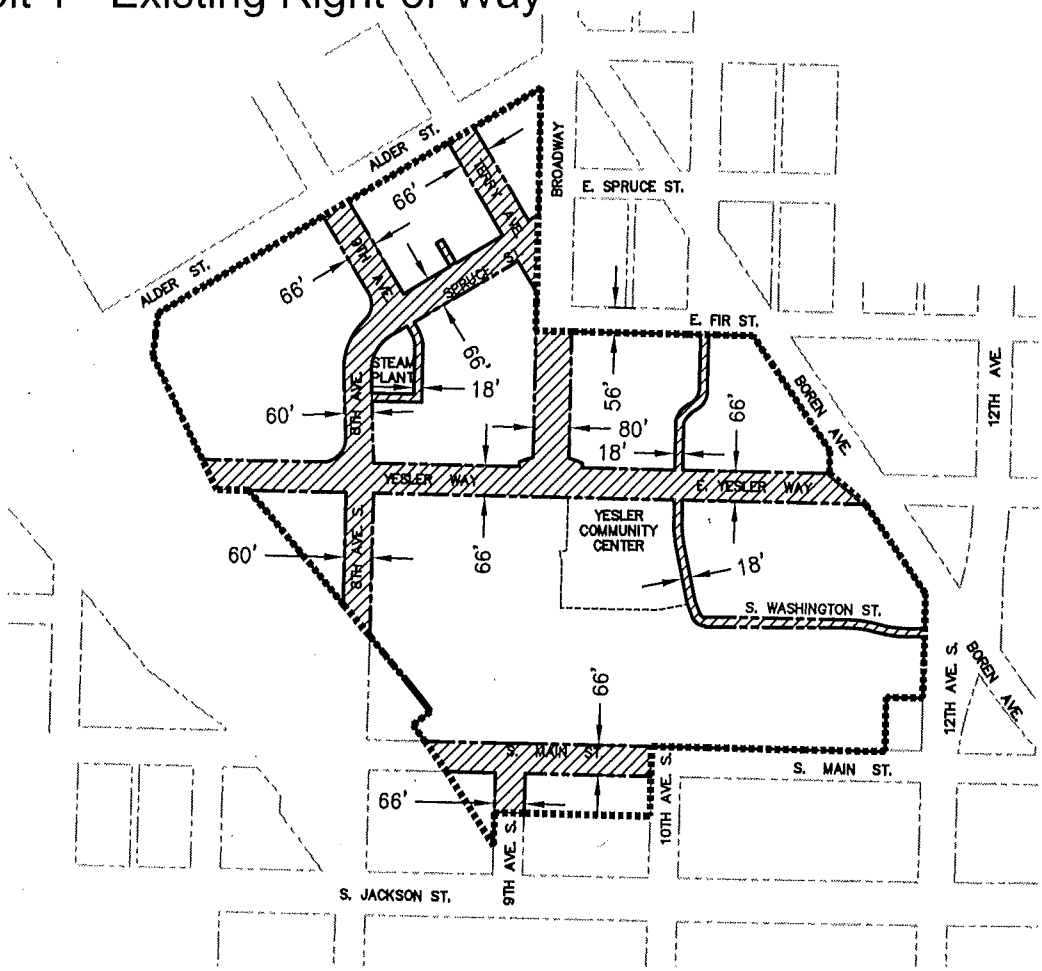
h) **Other Issues:**
None

List attachments to the fiscal note below:

Exhibit 1: Existing Right-of-Way
Exhibit 2: Right-of-Way Vacations
Exhibit 3: Right-of-Way Dedications
Exhibit 4: Right-of-Way Vacations and Dedications
Exhibit 5: Final Right-of-Way

Beverly Barnett/Diana Holloway
SDOT Yesler Terrace Street Vacation and Final Plat Approval FISC EXH 1
July 31 2014
Version #1

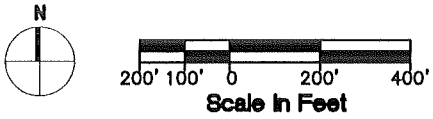
Exhibit 1 - Existing Right-of-Way



LEGEND

EXISTING RIGHT OF WAY (279,659 SF)

AREA BOUNDARY



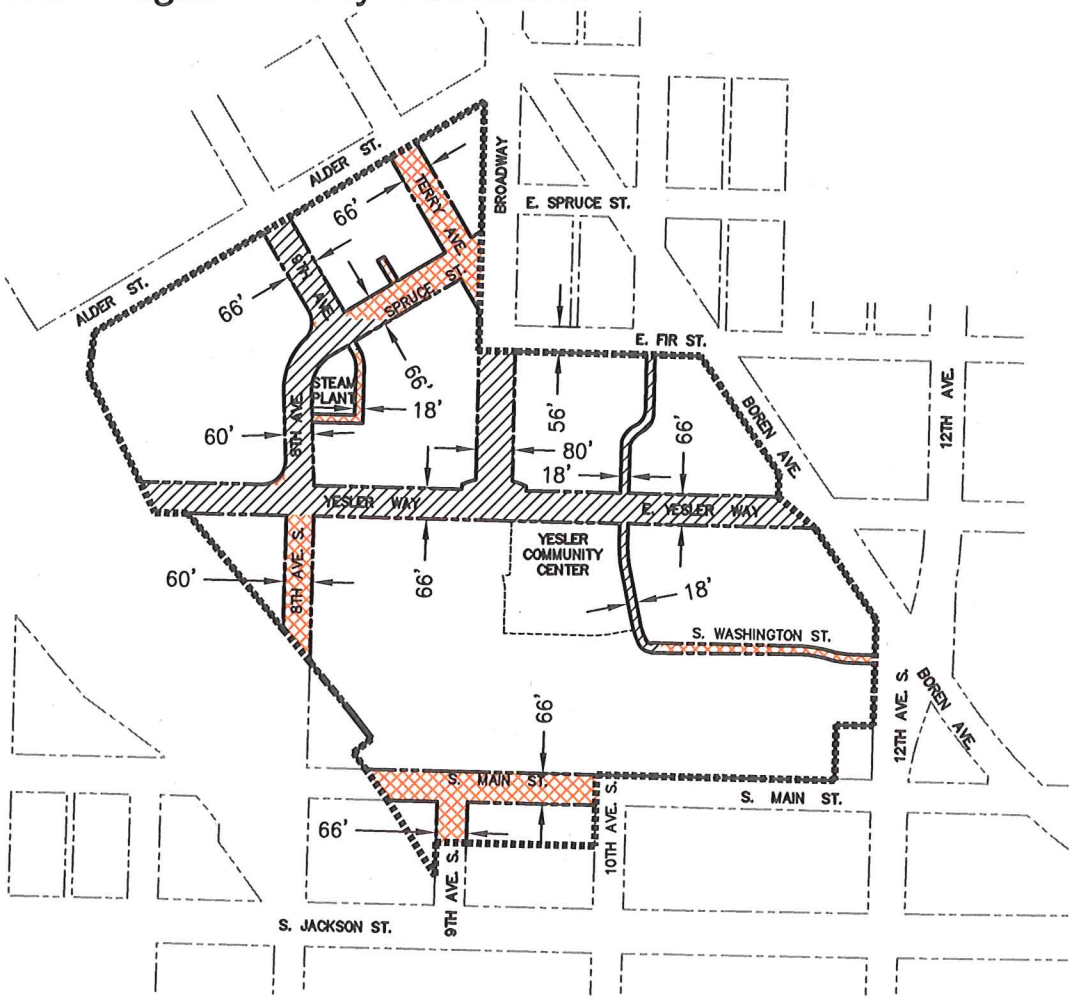
Map is for informational purposes only and is not intended to modify or supplement the legal description(s) in the Ordinance.

Exhibit 1 to SDOT Yesler Terrace Street Vacation and Final Plat Approval FISC

2015 CITY CLERK

Beverly Barnett/Diana Holloway
SDOT Yesler Terrace Street Vacation and Final Plat Approval FISC EXH 2
July 31 2014
Version #1

Exhibit 2 - Right-of-Way Vacations



CITY RIGHT-OF-WAY

	RIGHT-OF-WAY (SF)
VACATIONS	-106,881

LEGEND

RIGHT OF WAY TO BE VACATED

EXISTING RIGHT OF WAY UNCHANGED

AREA BOUNDARY

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

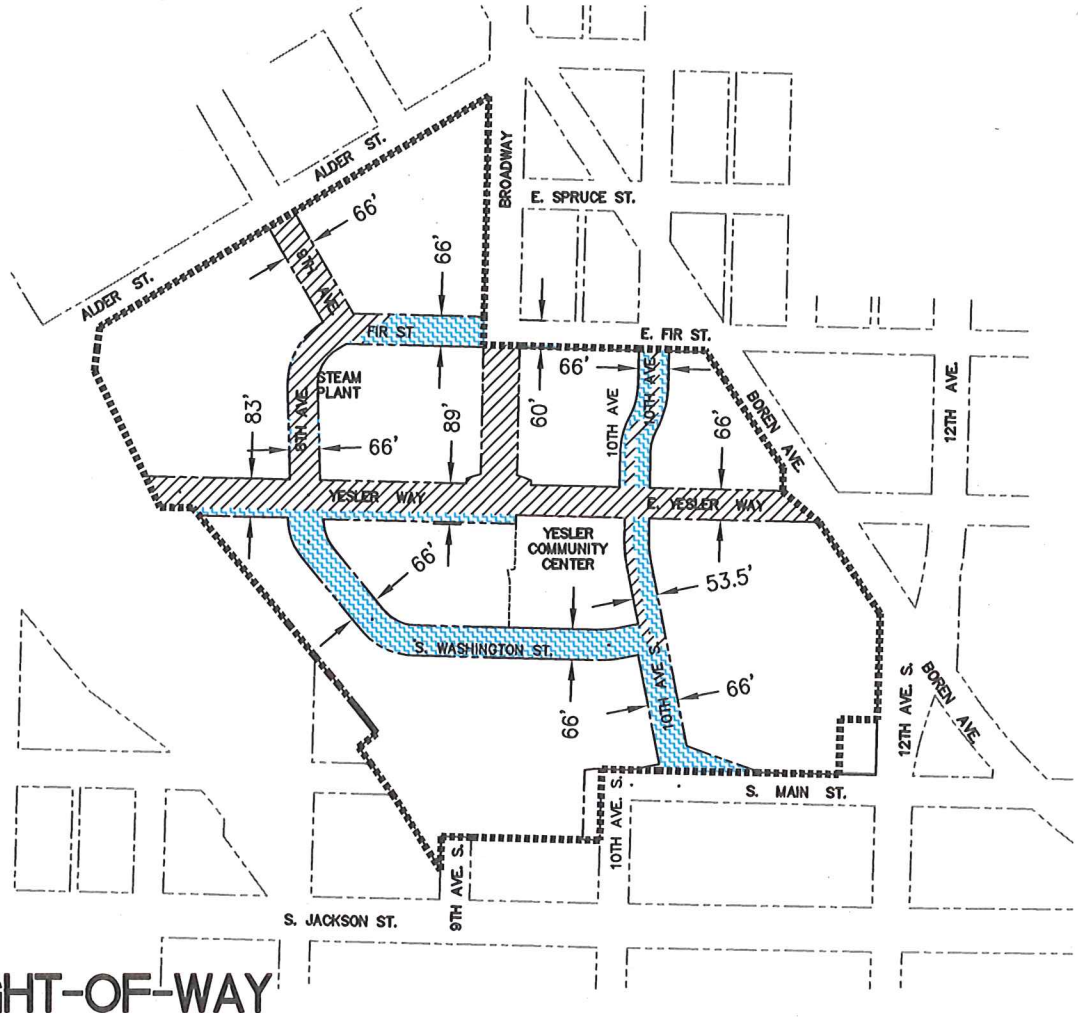
N

200' 100' 0 200' 400'
Scale in Feet

CITY CLERK

Beverly Barnett/Diana Holloway
SDOT Yesler Terrace Street Vacation and Final Plat Approval FISC EXH 3
July 31 2014
Version #1

Exhibit 3 - Right-of-Way Dedications



CITY RIGHT-OF-WAY

	RIGHT-OF-WAY (SF)
DEDICATIONS	+135,153

LEGEND

RIGHT OF WAY TO BE DEDICATED

EXISTING RIGHT OF WAY UNCHANGED

AREA BOUNDARY

N

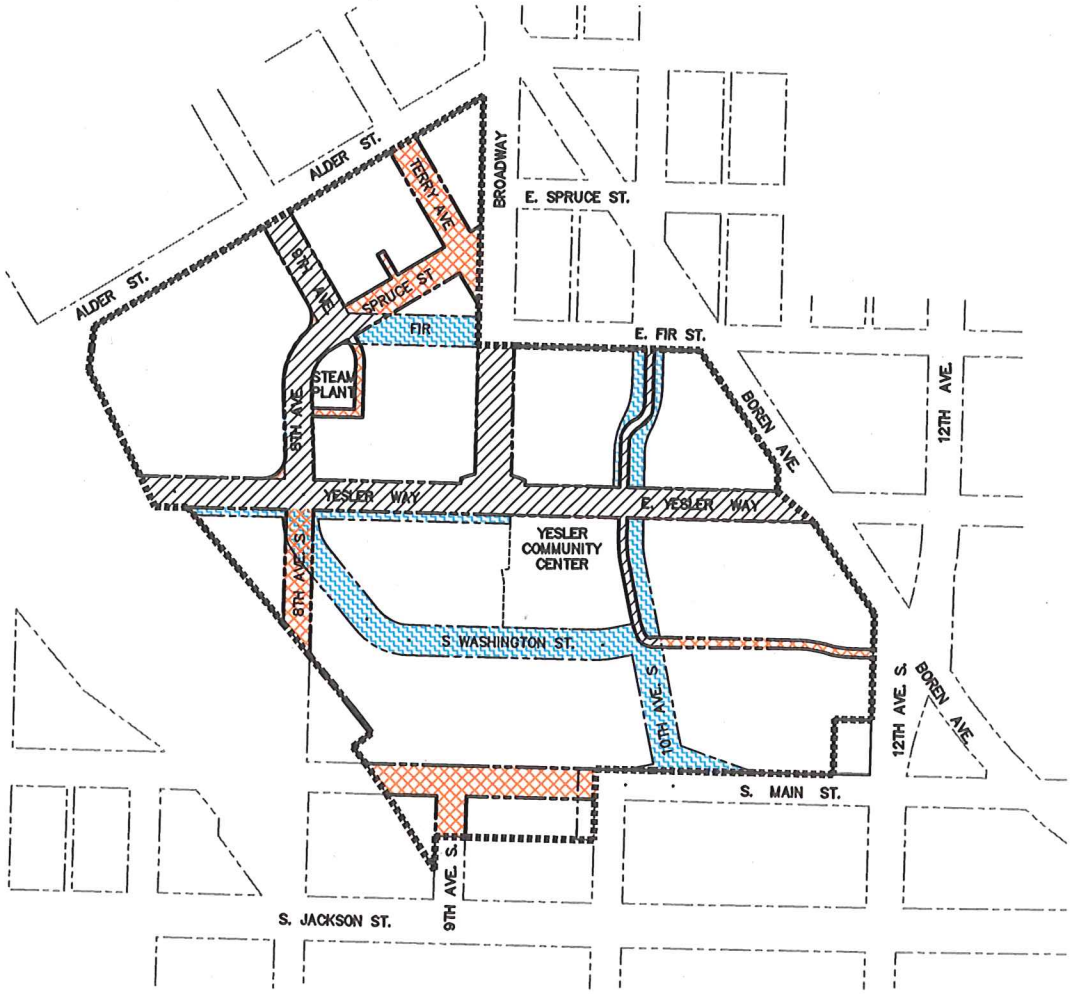
200' 100' 0 200' 400'
Scale in Feet

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

BOS CITY CLERK

Beverly Barnett/Diana Holloway
SDOT Yesler Terrace Street Vacation and Final Plat Approval FISC EXH 4
July 31 2014
Version #1

Exhibit 4 - Right-of-Way Vacations and Dedications



CITY RIGHT-OF-WAY

	RIGHT-OF-WAY (SF)
VACATIONS	-106,881
DEDICATIONS	+135,153
DIFFERENCE	+28,272

LEGEND

- RIGHT OF WAY TO BE VACATED
- RIGHT OF WAY TO BE DEDICATED
- EXISTING RIGHT OF WAY UNCHANGED
- AREA BOUNDARY

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

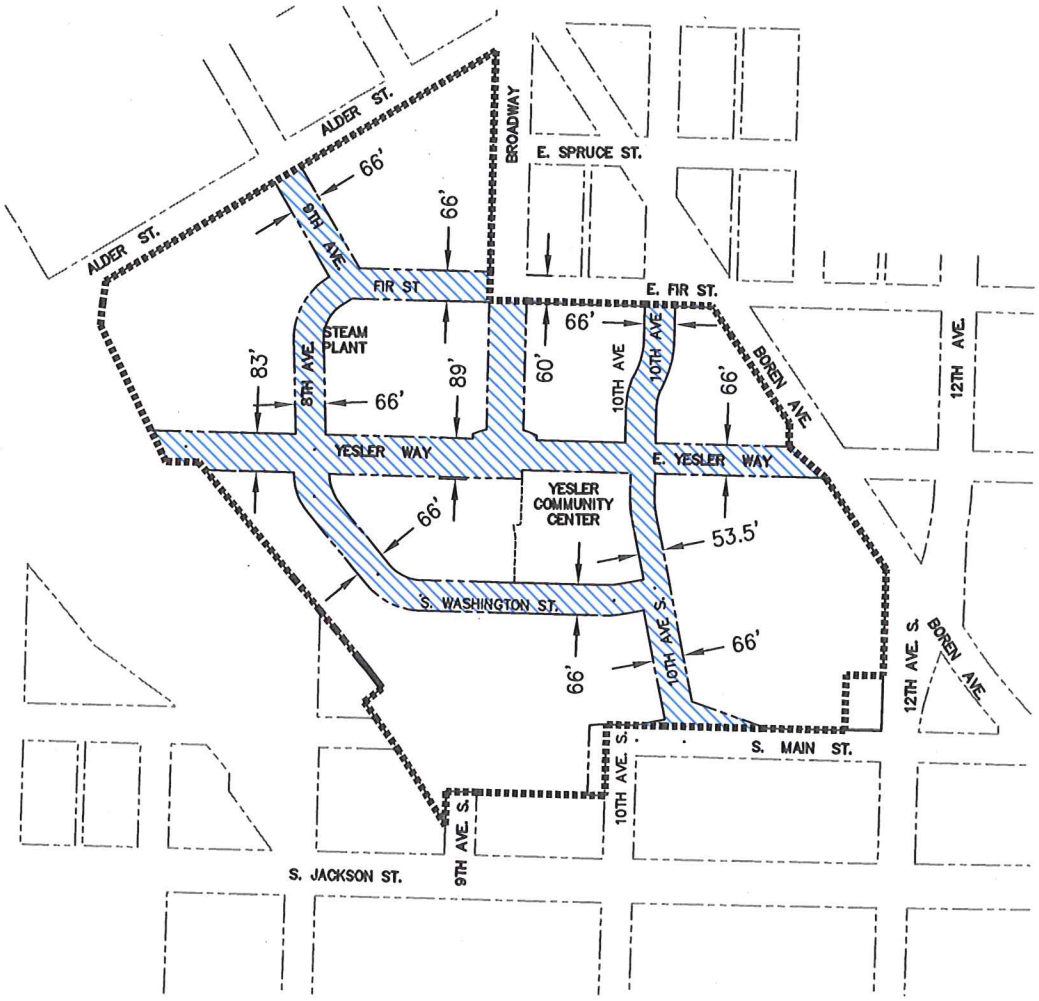
N

200' 100' 0 200' 400'
Scale In Feet

2015 CITY CLERK

Beverly Barnett/Diana Holloway
SDOT Yesler Terrace Street Vacation and Final Plat Approval FISC EXH 5
July 31 2014
Version #1

Exhibit 5 - Final Right-of-Way



LEGEND

PREFERRED PLAN RIGHT OF WAY (307,800 SF)

AREA BOUNDARY

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

N

200' 100' 0 200' 400'
Scale in Feet

DHS CITY CLERK

City of Seattle
Edward B. Murray
Mayor

August 19, 2014

Honorable Tim Burgess
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill that completes the street vacation and subdivision process for the Yesler Terrace redevelopment initiated by the Housing Authority of the City of Seattle (SHA). SHA's Yesler Terrace community lies within the area bordered by Alder Street, Broadway, East Fir Street, Boren Avenue, 12th Avenue South, South Main Street, and I-5. Following a multi-year public planning process, SHA sought vacation of certain existing streets within the development area and proposed a new subdivision. The vacation will remove certain existing streets and the subdivision will establish new lots and blocks; widen, extend and relocate streets through dedication; and provide for new utility infrastructure.

On September 12, 2012, the City Council voted to conditionally grant the petition to vacate streets within the Yesler Terrace community and also supported a package of legislation that included Land Use Code amendments, a legislative rezone, design guidelines, a Planned Action Ordinance, a mitigation document, and a new Cooperative Agreement. The legislation package was intended to support the redevelopment of Seattle's oldest publicly subsidized housing and replace its 561 aging housing units. The new Yesler Terrace community will include up to 5,000 units of subsidized and market rate housing; up to 900,000 square feet of office space; up to 65,000 square feet of neighborhood services, including the existing Yesler Community Center, which is not part of the proposed subdivision; up to 65,000 square feet of neighborhood retail; 15.9 acres of parks and semi-private open space; and a maximum of 5,100 parking spaces.

Since the 2012 approval of the redevelopment vision for Yesler Terrace, the City has been intensively engaged with SHA to address complicated technical and design issues and compliance with the conditions imposed on the project by the previous legislation and the street vacation approval. The Hearing Examiner's 2013 approval of the preliminary plat of Yesler Terrace Community imposed additional conditions. The documents included in this legislation satisfy the conditions or provide for the completion of each condition imposed on the project. The passage of this legislation supports the vision for Yesler Terrace and will allow SHA to proceed with the construction phase of the development. If you have any questions, please contact Lindsay King at (206) 684-9218, Diana Holloway at (206) 684-3970 or Beverly Barnett at (206) 684-7564.

Sincerely,

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Office of the Mayor
Seattle City Hall, 7th Floor
600 Fourth Avenue
PO Box 94749
Seattle, Washington 98124-4749

Tel (206) 684-4000
Fax: (206) 684-5360
Hearing Impaired use the Washington Relay Service (7-1-1)
www.seattle.gov/mayor

2015 CITY CLERK

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 118203

AN ORDINANCE related to the redevelopment of Yesler Terrace; vacating portions of Terry Avenue, Spruce Street, Alley in Block 84 of Terry's 2nd Addition, Spruce Street and 9th Avenue Intersection, Alley at Yesler Terrace Steam Plant, 8th Avenue and Yesler Way Intersection, 8th Avenue South, South Main Street, 9th Avenue South, and South Washington Street, on the petition of the Housing Authority of the City of Seattle, with a modified street vacation condition; relinquishing certain easements no longer needed by the City of Seattle; approving and confirming the plat of "Yesler Terrace Community" and accepting dedications in a portion of the Southwest Quarter of the Southeast Quarter of Section 32, Township 25 North, Range 4 East and a portion of the Northwest Quarter and a portion of the Northeast Quarter of Section 5, Township 24 North, Range 4 East, W.M. in King County, Washington, with modified plat conditions; accepting temporary easements for street purposes over certain vacated portions of Terry Avenue, Spruce Street, and South Washington Street; authorizing the signing, acceptance and recording of a Covenant for Infrastructure Construction, and a Public Access, Easement and Maintenance Agreement; and authorizing the signing and acceptance of a Cooperative Agreement Regarding Dedicated Street Areas in Yesler Terrace Plat.

WHEREAS, the Housing Authority of the City of Seattle (SHA) filed a petition to vacate portions of streets and alleys, as described in this ordinance, in connection with the redevelopment of Yesler Terrace, a subsidized housing community owned by SHA; and

WHEREAS, after public hearings on July 17 and August 8, 2012, the City Council granted preliminary approval of SHA's street vacation petition on September 4, 2012 (City of Seattle Clerk File 311389) with conditions (Preliminary Street Vacation Approval); and

WHEREAS, the Preliminary Street Vacation Approval utility conditions have been resolved to the full satisfaction of Puget Sound Energy and Century Link; and

WHEREAS, many conditions of the Preliminary Street Vacation Approval have not yet been satisfied and SHA has executed a Cooperative Agreement Regarding Dedicated Street Areas in Yesler Terrace Plat, a copy of which is attached hereto as Attachment 8, a Covenant for Infrastructure Construction, a copy of which is attached hereto as Attachment 6, and a Public Access, Easement and Maintenance Agreement, a copy of which is attached hereto as Attachment 7, to ensure compliance with certain conditions that will not be satisfied until after passage of this ordinance; and

THIS VERSION IS NOT ADOPTED

WHEREAS, because of topography, design and anticipated construction phasing, SHA has requested, and the Director of Transportation recommends, that Condition 17 of the Preliminary Street Vacation Approval be modified with respect to the Pocket Park to be constructed in Tract A of Block 5; and

WHEREAS, a proposed plat of "Yesler Terrace Community" has been submitted for approval (DPD Subdivision Application No. 3012996); and

WHEREAS, a proposed plat of "Yesler Terrace Community" includes dedications to the City of Seattle; and

WHEREAS, following review and recommendations by the various City departments that have jurisdiction in this matter and a public hearing before the Hearing Examiner of the City of Seattle, the Hearing Examiner approved the preliminary plat of "Yesler Terrace Community" subject to conditions on August 30, 2013; and

WHEREAS, the Director of Planning and Development and the Director of Transportation, in consultation with other departments, determined that three of the conditions imposed by the Hearing Examiner required clarification and modification; and

WHEREAS, with consent of SHA, the subdivider of the plat of "Yesler Terrace Community" as required by subsection 23.22.072.A of the Seattle Municipal Code (SMC), the Director of Planning and Development and the Director of Transportation recommend modification of Hearing Examiner Conditions #12, #13 and #20; and

WHEREAS, SHA has not yet completed installation and construction of all of the required facilities and improvements for the subdivision, and proposes to phase installation and construction of such facilities and improvements pursuant to an approved phasing plan as allowed by SMC 23.22.070.E; and

WHEREAS, SHA is not required to provide a bond to ensure completion of all subdivision improvements; and

WHEREAS, SHA has provided, and the Director of Transportation has reviewed and approved, a phasing plan as required by SMC 23.22.070.E; and

WHEREAS, SHA has executed the Covenant for Infrastructure Construction; Public Access, Easement and Maintenance Agreement; and Cooperative Agreement Regarding Dedicated Street Areas in Yesler Terrace Plat, copies of which are attached hereto respectively as Attachments 6, 7, and 8, to ensure completion of required facilities and improvements for the subdivision; and

THIS VERSION IS NOT ADOPTED

WHEREAS, the Director of Transportation and the Director of Planning and Development have, subject to Council approval of the modified plat conditions, approved the final plat for the subdivision and have reported that the final plat now meets all of the requirements of the State platting law (RCW Ch. 58.17) and of the Seattle Municipal Code (SMC Ch. 23.22), except for the execution of the required certifications by the King County Assessor and the King County Finance Division and except for the completion of the required subdivision improvements; and

WHEREAS, the Director of Transportation and the Director of Planning and Development report that the plat of "Yesler Terrace Community", a copy of which is in C.F. 312454, is now complete and ready for City Council approval; and

WHEREAS, certain portions of Terry Avenue, Spruce Street, and South Washington Street vacated by this ordinance must remain open and available for public travel until redevelopment of those portions of Yesler Terrace, and SHA has executed and delivered temporary street easements, copies of which are attached hereto as Attachments 4 and 5; and

WHEREAS, certain easements for pedestrian walkways and for South Washington Street are not needed by the City, and the City should relinquish these easements; and

WHEREAS, RCW 35.79.030 and SMC Ch. 15.62 authorize the City to require compensation for street vacations; and

WHEREAS, in lieu of payment of monetary compensation for the streets vacated by this ordinance, SHA is dedicating an equivalent amount of right-of-way to the City on the plat of "Yesler Terrace Community"; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The following portions of streets are vacated; reserving to the City of Seattle (City) the right to make all necessary slopes for cuts and fills upon the described property in the reasonable original grading of any rights-of-way abutting upon said property after said vacation:

Terry Avenue - From the southern right-of-way margin of Alder Street to the western right-of-way margin of Broadway, all according to the plat of Terry's 2nd Addition recorded in volume 1 of plats, page 87, in King County, Washington

THIS VERSION IS NOT ADOPTED

Spruce Street - From the eastern right-of-way margin of 9th Avenue to the western right-of-way margin of Broadway, all according to the plat of Terry's 2nd Addition recorded in volume 1 of plats, page 87, in King County, Washington

Alley in Block 84 of the Terry's 2nd Addition plat - Alley from the northern right-of-way margin of Spruce Street to approximately 60-feet north of the northern right-of-way margin of Spruce Street according to the plat of Terry's 2nd Addition recorded in volume 1 of plats, page 87, in King County, Washington

Spruce Street and 9th Avenue Intersection - A portion of the northwest corner of the intersection of Spruce Street and 9th Avenue, according to the plat of Yesler Terrace Addition recorded in volume 37 of plats, page 21 through 22a, in King County, Washington, to remove the radius.

Alley at Yesler Terrace Steam Plant - From the eastern right-of-way margin of 8th Avenue according to the plat of Yesler Terrace Addition recorded in volume 37 of plats, page 21 through 22a, in King County, Washington to the southern right-of-way margin of Spruce Street according to the plat of Terry's 2nd Addition recorded in volume 1 of plats, page 87, in King County, Washington

8th Avenue Intersection - A portion of the northwest corner of the intersection of 8th Avenue and Yesler Way according to the plat of Yesler Terrace Addition recorded in volume 37 of plats, page 21 through 22a, in King County, Washington, to remove the radius.

THIS VERSION IS NOT ADOPTED

8th Avenue South - From the southern right-of-way margin of Yesler Way according to the plat of Yesler Terrace Addition recorded in volume 37 of plats, page 21 through 22a, in King County, Washington, to the southern terminus of 8th Avenue South at the eastern right-of-way margin of Interstate 5.

South Main Street - From the eastern right-of-way margin of Interstate 5 to the western margin of 10th Avenue South according to the plat of W.R. Brawley's Addition recorded in volume 1 of plats, page 208, in King County, Washington

9th Avenue South - From the southern right-of-way margin of South Main Street to 88 feet south of the southern right-of-way margin of South Main Street according to the plat of W.R. Brawley's Addition recorded in volume 1 of plats, page 208, in King County, Washington

South Washington Street - From the eastern right-of-way margin of 10th Avenue South to the western right-of-way margin of 12th Avenue South according to the plat of Yesler Terrace Addition recorded in volume 37 of plats, page 21 through 22a, in King County, Washington

Section 2. Modification of the second sentence of condition #17 of the City Council's preliminary approval of the Housing Authority of the City of Seattle's (SHA) petition for street vacation (C.F. 311389), recommended by the Director of Transportation, is approved as follows:

Replace:
No Final Certificate of Occupancy shall be issued for any structure on a lot that abuts a pocket park until construction of the pocket park has been completed.

With:
No Final Certificate of Occupancy shall be issued for any structure on a lot that abuts a pocket park until construction of the pocket park has been completed, except that

THIS VERSION IS NOT ADOPTED

construction of a pocket park is not a requirement for a Final Certificate of Occupancy for a lot that is separated from a pocket park by an access and pathway easement.

Section 3. The following easements are not needed for any municipal purpose, and the Director of Transportation, or designee, is authorized to relinquish such easements by executing and recording relinquishments of easements, substantially in the form of Attachments 1, 2 and 3:

(a) easements for pedestrian walkways granted by King County and by SHA and recorded, respectively, under King County recording numbers 6679401 and 6679402; and

(b) an easement for street purposes for South Washington Street, granted by SHA and recorded under King County recording number 9510060113, which easement was not accepted by ordinance and the property described in such easement was not laid off, opened, widened or established as street right-of-way.

Section 4. The plat of "Yesler Terrace Community", a platting of a portion of the Southwest Quarter of the Southeast Quarter of Section 32, Township 25 North, Range 4 East and a portion of the Northwest Quarter and a portion of the Northeast Quarter of Section 5, Township 24 North, Range 4 East, W.M. in King County, Washington, is legally described as follows:

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 4 EAST AND A PORTION OF THE NORTHWEST QUARTER AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF SEATTLE, KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS;

BEGINNING AT THE CENTERLINE INTERSECTION OF ALDER STREET AND 9TH AVENUE;

THENCE ALONG THE CENTERLINE OF SAID 9TH AVENUE SOUTH 30°37'38" EAST, A DISTANCE OF 305.76 FEET TO THE CENTERLINE OF SPRUCE ST;

THENCE NORTH 59°25'12" EAST ALONG THE CENTERLINE OF SAID SPRUCE ST, A DISTANCE OF 405.22 FEET TO A POINT ON THE CENTERLINE OF BROADWAY;

THENCE ALONG THE CENTERLINE OF SAID BROADWAY SOUTH 01°00'11" WEST, A DISTANCE OF 215.97 FEET TO THE INTERSECTION OF THE CENTERLINES OF BROADWAY AND EAST FIR STREET;

THIS VERSION IS NOT ADOPTED

THENCE ALONG THE CENTERLINE OF SAID EAST FIR STREET SOUTH 88°44'42" EAST, A DISTANCE OF 466.66 FEET TO THE CENTERLINE INTERSECTION OF BOREN AVENUE AND EAST FIR STREET;

THENCE ALONG THE CENTERLINE OF SAID BOREN AVENUE SOUTH 33°45'50" EAST, A DISTANCE OF 716.35 FEET TO THE CENTERLINE INTERSECTION OF SAID BOREN AVENUE AND 12TH AVENUE SOUTH;

THENCE ALONG CENTERLINE OF SAID 12TH AVENUE SOUTH 01°15'48" WEST, A DISTANCE OF 234.19 FEET;

THENCE DEPARTING SAID CENTERLINE NORTH 88°46'04" WEST, A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF LOT 9 TERRY'S 4TH ADDITION TO THE CITY OF SEATTLE, RECORDED AT KING COUNTY RECORDS UNDER VOLUME 2, PAGE 54;

THENCE ALONG THE NORTH LINE OF LOT 9 AND LOT 8 OF SAID TERRY'S ADDITION TO THE CITY OF SEATTLE NORTH 88°46'04" WEST, A DISTANCE OF 80.00 TO THE NORTHWEST CORNER OF THE EAST 30.00 FEET OF SAID LOT 8;

THENCE ALONG THE WEST LINE OF THE SAID EAST 30.00 FEET SOUTH 01°15'03" WEST, A DISTANCE OF 120.06 FEET TO THE SOUTHWEST CORNER OF THE SAID EAST 30 FEET;

THENCE CONTINUING SOUTH 01°15'05" WEST, A DISTANCE OF 33.00 FEET TO A POINT ON THE CENTERLINE OF SOUTH MAIN STREET;

THENCE ALONG THE CENTERLINE OF SAID SOUTH MAIN STREET NORTH 88°45'54" WEST, A DISTANCE OF 482.91 FEET TO THE CENTERLINE INTERSECTION OF SOUTH MAIN STREET AND 10TH AVENUE SOUTH;

THENCE ALONG SAID CENTERLINE OF SAID 10TH AVENUE SOUTH 01°15'53" WEST, A DISTANCE OF 121.00 FEET;

THENCE DEPARTING SAID CENTERLINE NORTH 88°45'03" WEST, A DISTANCE OF 33.00 FEET TO THE NORTHEAST CORNER OF PACIFIC RIM CENTER CONDOMINIUM, RECORDED AT KING COUNTY RECORDS UNDER VOLUME 172, PAGE 1-2;

THENCE CONTINUING NORTH 88°45'03" WEST ALONG THE NORTH LINE OF SAID CONDOMINIUM, A DISTANCE OF 313.00 FEET TO A POINT ON THE CENTERLINE OF 9TH AVENUE SOUTH;

THIS VERSION IS NOT ADOPTED

THENCE ALONG SAID CENTERLINE SOUTH 01°16'05" WEST, A DISTANCE OF 128.69 FEET TO THE NORTHEAST FREEWAY MARGIN OF SR5 (INTERSTATE 5, PRIMARY STATE HIGHWAY NO.1), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST AND WHICH CENTER BEARS SOUTH 61°15'07" WEST AT A RADIUS OF 2466.83 FEET;

THENCE ALONG SAID NORTHEAST FREEWAY MARGIN AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°55'20" AND AN ARC DISTANCE OF 341.09 FEET;

THENCE CONTINUING ALONG SAID MARGIN THE FOLLOWING COURSES;

THENCE NORTH 37°11'21" WEST, A DISTANCE OF 44.67 FEET;
THENCE NORTH 52°17'32" EAST, A DISTANCE OF 50.00 FEET:
THENCE NORTH 37°46'39" WEST, A DISTANCE OF 6.12 FEET;
THENCE NORTH 38°02'04" WEST, A DISTANCE OF 16.51 FEET;
THENCE NORTH 38°24'03" WEST, A DISTANCE OF 16.38 FEET;
THENCE NORTH 38°44'38" WEST, A DISTANCE OF 16.28 FEET;
THENCE NORTH 39°03'00" WEST, A DISTANCE OF 16.10 FEET;
THENCE NORTH 39°18'13" WEST, A DISTANCE OF 15.87 FEET;
THENCE NORTH 39°29'28" WEST, A DISTANCE OF 15.61 FEET;
THENCE NORTH 39°36'45" WEST, A DISTANCE OF 15.37 FEET;
THENCE NORTH 39°40'53" WEST, A DISTANCE OF 15.20 FEET;
THENCE NORTH 39°42'46" WEST, A DISTANCE OF 15.14 FEET;
THENCE NORTH 39°43'17" WEST, A DISTANCE OF 14.93 FEET;
THENCE NORTH 39°43'22" WEST, A DISTANCE OF 51.56 FEET;
THENCE NORTH 39°43'20" WEST, A DISTANCE OF 462.34 FEET TO THE CENTERLINE OF YESLER WAY;

THENCE NORTH 88°45'50" WEST, ALONG THE CENTERLINE OF YESLER WAY, A DISTANCE OF 59.59 FEET;

THENCE DEPARTING THE CENTERLINE OF YESLER WAY AND CONTINUING ALONG SAID NORTHEAST FREEWAY MARGIN NORTH 25°50'53" WEST, A DISTANCE OF 291.94 FEET TO THE MOST SOUTHERLY CORNER OF THAT PARTICULAR PARCEL OF LAND DESCRIBED BY QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 8604030543, RECORDS OF KING COUNTY, WASHINGTON;

THENCE DEPARTING SAID NORTHEAST FREEWAY MARGIN AND ALONG THE EASTERLY LINE OF THE PARCEL DESCRIBED IN SAID QUIT CLAIM DEED, NORTH 06°46'09" EAST, A DISTANCE OF 95.45 FEET TO A POINT ON THE SOUTHERLY MARGIN OF ALDER STREET;

THIS VERSION IS NOT ADOPTED

THENCE CONTINUING NORTH 06°46'09" EAST, A DISTANCE OF 41.54 FEET TO THE CENTERLINE OF SAID ALDER STREET;

THENCE ALONG SAID CENTERLINE OF ALDER STREET NORTH 59°21'55" EAST, A DISTANCE OF 431.25 FEET TO THE POINT OF BEGINNING.

EXCEPT PARCEL Z OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3016027, KING COUNTY RECORDING NO. _____.

ALSO together with any interest in abutting streets; and all dedications therein contained, as executed by the property owner, SHA, and approved by the Director of Transportation and the Director of Planning and Development.

With respect to the plat of "Yesler Terrace Community" the following findings are made:

(a) The final plat of the subdivision is in substantial conformance with the approved preliminary plat of the subdivision; and

(b) The requirements imposed by the Hearing Examiner when the preliminary plat was approved, as modified in Section 5 below, have been met; and

(c) When both the King County Assessor and King County Finance Division have affixed their certifications as required by RCW 58.17.160(4) the requirements of State law and City ordinances that were in effect at the time of preliminary plat approval will also have been satisfied by the subdivider; and

(d) The public use and interest will be served by the establishment of the subdivision, and the plat makes appropriate provision for the public health, safety and general welfare.

Section 5. Modification of three preliminary plat conditions, Hearing Examiner Conditions #12, #13, and #20, recommended by the Director of Planning and Development and the Director of Transportation and consented to by SHA, the subdivider of the plat of "Yesler Terrace Community", as required by subsection 23.22.072.A of the Seattle Municipal Code (SMC), are hereby approved as follows:

THIS VERSION IS NOT ADOPTED

Condition #12:

Replace:
"Prior to final plat approval SHA shall obtain the necessary endorsement from HUD (and release of the Declaration of Trust dated June 26, 1942, and the Modified Declaration of Trust dated November 21, 1958), with respect to the street dedications, utility easements in connection with the final plat as well as public access pathways, multi-use trail and pocket parks."

With:
"SHA shall obtain the signature of the authorized officer of the United States Department of Housing and Urban Development on the face of the final plat acknowledging dedications of streets and grants of easements on the final plat as well as public access easements granted in documents recorded on or about the date of recording of the final plat and shall provide a plan for release of the Declaration of Trust dated June 26, 1942, and the Modified Declaration of Trust dated November 21, 1958)."

Condition #13:

Replace:
Prior to final plat approval, SHA shall supply the Director of Transportation with copies of articles of incorporation and bylaws of the grantee organization, Owners Maintenance Corporation. The articles of incorporation shall provide that membership in the corporation shall be conditioned upon ownership of land in the subdivision, that the corporation is empowered to assess the land for costs of construction and maintenance of the improvements and property owned by the corporation, and that the assessment shall be a lien upon the land.

With:
Prior to final plat approval, SHA shall supply the Director of Transportation with copies of articles of incorporation and bylaws of the grantee organization, Owners Maintenance Corporation. The articles of incorporation shall provide that membership in the corporation shall be conditioned upon ownership of land in the subdivision, that the corporation is empowered to assess the owners for costs of construction and maintenance of the improvements and property owned by the corporation, and that the assessment shall be a lien upon the land.

Condition #20:
Replace:
On the face of the final plat include a condition stating that "the existing SCL infrastructure (overhead distribution lines and pole(s) in Block 1 shall be removed and

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relocated to the public right-of-way in 8th Avenue prior to SHA transferring title to the Block 1 property to the City for a new park. If easements on private property are required for the relocation, SHA shall grant to, or obtain such easements for SCL prior to construction."

With:
On the face of the final plat include a condition stating that "the existing SCL infrastructure (overhead distribution lines and pole(s)) in Block 1 shall be removed and relocated to the public right-of-way prior to SHA transferring title to the Block 1 property to the City for a new park. If easements on private property are required for the relocation, SHA shall grant or obtain necessary easements for SCL prior to relocation."

Section 6. The plat of "Yesler Terrace Community", a subdivision of a portion of the Southwest Quarter of the Southeast Quarter of Section 32, Township 25 North, Range 4 East and a portion of the Northwest Quarter and a portion of the Northeast Quarter of Section 5, Township 24 North, Range 4 East, W.M. in King County, Washington, including the dedications and easements therein, a copy of which is in C.F. 312454, is in all respects approved and the plat confirmed and accepted, subject to certification by the King County Assessor and King County Finance Division, and the City Clerk is hereby authorized and directed to execute a certificate upon the face of such plat attesting to the approval thereof as evidenced by enactment of this ordinance.

Section 7. The Director of Transportation is authorized to accept and record temporary street easements on, under, over, across and through certain vacated portions of Terry Avenue, Spruce Street, and South Washington Street, executed by SHA and delivered to the City of Seattle ("City"), copies of which are attached hereto as Attachments 4 and 5 to this ordinance. The Director of Transportation is authorized to relinquish the temporary street easements at such time as the Director, in the Director's sole discretion, determines that such temporary street easements are no longer necessary for the City's public street system.

Section 8. The Director of Transportation is authorized to sign and accept, on behalf of the City, and to record the following documents, which have been executed by SHA and delivered to the City: the Covenant for Infrastructure Construction, a copy of which is attached

THIS VERSION IS NOT ADOPTED

hereto as Attachment 6; and the Public Access, Easement and Maintenance Agreement, a copy of which is attached hereto as Attachment 7. The Director of Transportation is further authorized to carry out City responsibilities under the Covenant for Infrastructure Construction and the Public Access, Easement and Maintenance Agreement, including, without limitation, developing such forms and procedures, and executing and recording such documents, as the Director deems necessary or desirable.

Section 9. The Mayor is authorized to sign and accept, on behalf of the City, and the Director of Transportation is authorized to carry out City responsibilities under, the Cooperative Agreement Regarding Dedicated Street Areas in Yesler Terrace Plat, which has been executed by SHA and delivered to the City, a copy of which is attached hereto as Attachment 8.

THIS VERSION IS NOT ADOPTED

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

Passed by the City Council the ____ day of _____, 2014, and signed by me in open session in authentication of its passage this _____ day of _____, 2014.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2014.

_____

Edward B. Murray, Mayor

Filed by me this ____ day of _____, 2014.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: Relinquishment of Easement (Pedestrian Walkway)
Attachment 2: Relinquishment of Easement (Pedestrian Walkway)
Attachment 3: Relinquishment of Easement (Street Purposes)
Attachment 4: Temporary Street Easements (Terry Avenue and Spruce Street)
Attachment 5: Temporary Street Easement (S. Washington Street)
Attachment 6: Covenant for Infrastructure Construction
Attachment 7: Public Access, Easement and Maintenance Agreement
Exhibit A: Title Exceptions
Attachment 8: Cooperative Agreement Regarding Dedicated Street Areas in Yesler Terrace Plat

THIS VERSION IS NOT ADOPTED