

ORDINANCE No. 122647

COUNCIL BILL No. 116137

AN ORDINANCE relating to the Joint Training Facility project, located at 9401 Myers Way S. in Seattle; authorizing the amendment and restatement of the parking covenant approved by Ordinance 121122.

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported and Adopted _____

COMPROLLER FILE No. _____

Introduced: <u>Feb. 19, 2008</u>	By: <u>Gooden</u>
Referred:	To: <u>Finance and Budget</u>
Referred:	To:
Referred:	To:
Reported: <u>3-25-08</u>	Second Reading:
Third Reading: <u>3-25-08</u>	Signed: <u>3-25-08</u>
Presented to Mayor: <u>3-25-08</u>	Approved: <u>4-1-08</u>
Returned to City Clerk: <u>4-1-08</u>	Published: <u>2, Title</u>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____ report that we have considered the same and respectfully recommend that the same:

3/20/08 - Do Pass 3-0 (JG, SC, NL)

~~3/6/08 - Passed 4-0 (NL, SG, JG, JD)~~

3/25/08 Passed 8-0 (Excluded: Licata)

Law Department



Committee Chair

ORDINANCE 122647

1
2 AN ORDINANCE relating to the Joint Training Facility project, located at 9401 Myers Way S.
3 in Seattle; authorizing the amendment and restatement of the parking covenant approved
4 by Ordinance 121122.

5 WHEREAS, Ordinance 121122, approved in April 2003, authorized the Director of Fleets and
6 Facilities to acquire certain real property from the DISTRICT COUNCIL #5
7 APPRENTICESHIP AND TRAINING TRUST FUND (“District Council #5”) formerly
8 know as the Western Washington Painters and Allied Trades Apprenticeship and
9 Training Trust Fund and also formerly known as the “Allied Trades”, located at 9000
10 Olson Place S., in accordance with the terms of a Purchase and Sale Agreement attached
11 to the ordinance as Exhibit 1; and

12 WHEREAS, a portion of the purchase price included a 30-year Parking Covenant, granted by the
13 Allied Trades to the City, for 82 parking stalls located directly north of an Access
14 Easement on a surface parking lot to be used between the hours of 7 AM and 7 PM,
15 Monday through Friday, for the City’s Joint Training Facility (“JTF”); and

16 WHEREAS, at the time of execution of Exhibit E (Parking Covenant) to Ordinance 121122’s
17 Exhibit 1 (Purchase and Sale Agreement), the location of the covenanted parking spaces
18 was not precisely identified, because Allied Trades’ development plan was not yet
19 completed; and

20 WHEREAS, the Allied Trades is selling the covenanted property to Arrowhead Senior Housing
21 Associates Limited Partnership (“Arrowhead”) for development of an affordable
22 retirement apartment community for seniors with some surface and some structured
23 parking; and

24 WHEREAS, the Allied Trades, Arrowhead and the City of Seattle now wish to amend and restate
25 the Original Covenant, and to locate and fix the 82 legally established parking stalls in
26 such a manner and at such locations as the parties agree are consistent with Arrowhead’s
27 development of affordable retirement housing and which will permit the JTF to retain
28 convenient access to 82 covenanted parking stalls; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City Council approves the amended and restated Parking Covenant
attached as Exhibit A, and authorizes the Director of Fleets and Facilities to execute and record
the Covenant attached hereto. The Director of Fleets and Facilities is also authorized to execute



1 any further amendments to the amended and restated Parking Covenant that do not substantially
2 alter the terms set forth in Exhibit A.

3 Section 2. This ordinance shall take effect and be in force thirty (30) days from and after
4 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
5 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

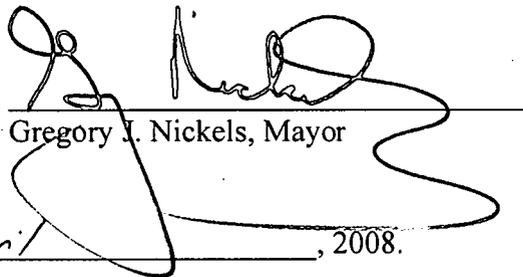
6 Section 3. Any acts consistent with the authority and prior to the effective date of this
7 ordinance are hereby ratified and confirmed.

8 Passed by the City Council the 24th day of March, 2008, and
9 signed by me in open session in authentication of its passage this
10 24th day of March, 2008.

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President _____ of the City Council

Approved by me this 1st day of April, 2008.



Gregory J. Nickels, Mayor

Filed by me this 1st day of April, 2008.



City Clerk

(Seal)

[Exhibit A: Amended and Restated Parking Covenant]

After recording return to:

CITY OF SEATTLE
Hillary Hamilton
Fleets and Facilities Department
Real Estate Services Division
P.O. Box 94689
700 Fifth Avenue, Suite 5200
Seattle, Washington 98104

Grantor(s):	District Council #5 Apprenticeship and Training Trust Fund, a 501(c)(3) non-profit ERISA and Taft-Hartley Trust Fund; and Arrowhead Senior Housing Associates Limited Partnership, a Washington limited partnership
Grantee(s):	City of Seattle, a Washington municipal corporation
Legal Description (Abbreviated):	Portion of Parcels A and B, City of Seattle Short Plat No. 2400518, recorded under King County Recording No. 20050912900007. Complete Legal Description is set forth on Exhibit C attached hereto (Page 22)
Assessor's Tax Parcel ID No(s).	3124049216; and 3124049205
Reference No(s). of Related Documents:	Parking Covenant, Recorded Under King County Recording No. 20030527002254.



AMENDED AND RESTATED PARKING COVENANT

THIS AMENDED AND RESTATED PARKING COVENANT (the "Covenant Agreement") is entered into as of December 3, 2007 by and among the DISTRICT COUNCIL #5 APPRENTICESHIP AND TRAINING TRUST FUND ("**District Council #5**"), formerly know as the Western Washington Painters and Allied Trades Apprenticeship and Training Trust Fund and formerly also known as the "Allied Trades," a 501(c)(3) non-profit ERISA and Taft-Hartley Trust Fund located in the State of Washington, and ARROWHEAD SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP ("**Arrowhead**"), a Washington limited partnership (District Council #5 and Arrowhead are sometimes hereinafter individually and collectively referred to as the "**Grantor**"), and the CITY OF SEATTLE, a Washington municipal corporation (hereinafter referred to as the "**Grantee**"). Except as otherwise expressly provided herein, this Covenant Agreement amends, restates and supersedes in its entirety the Parking Covenant entered into by and between District Council #5 and the Grantee dated as of January 21, 2003 and recorded under King County recording number 20030527002254 (the "**Original Covenant**"), a true and correct copy of which is attached hereto as **Exhibit A**.

RECITALS

1. District Council #5 is the owner in fee simple of two (2) contiguous parcels of real property containing in the aggregate approximately 3.98 acres located at 9200 – 2nd Avenue SW, Seattle, Washington 98106, as illustrated on the Parcel Maps attached hereto as **Exhibit B** and as legally described on **Exhibit C** attached hereto (collectively, the "**Grantor's Property**").
2. On May 27, 2003, the Grantee purchased from District Council #5, and is presently the owner in fee simple of certain real property as illustrated on the Parcel Map attached hereto as **Exhibit D** and legally described on **Exhibit E** attached hereto (the "**Grantee's Property**"). As a separately identified part of the consideration for that transaction, District Council #5 and the Grantee entered into the Original Covenant, pursuant to which the District Council #5 granted to the Grantee, for value received, a parking covenant which runs with the land, burdens the Grantor's Property and benefits the Grantee's Property.
3. At the time of execution of the Original Covenant, the Grantor's Property and a portion of the Grantee's Property were improved as surface parking. The burden on the Grantor's Property created by Original Covenant consists of 82 legally established parking stalls benefiting the Grantee's Property.
4. Pursuant to Paragraph 2 of the Original Covenant, the 82 legally established parking stalls are to be located on an area of the Grantor's Property adjacent to the "Roadway

Easement.” The precise location of each of the 82 legally established parking stalls was intended to be upon the existing parking surface of the Grantor’s Property, and the parties intended that the Original Covenant would be amended to the extent necessary to specifically identify and locate such parking stalls at such time as the final design for redevelopment of the Grantor’s Property was completed.

5. The common boundary line between the burdened and benefitted properties is presently improved with a 40-foot wide private access drive easement which provides vehicular and pedestrian access to the Grantor’s Property and the Grantee’s Property connecting 2nd Avenue SW and Myers Way South and labeled as illustrated on the Architectural Site Plan and Parking Exhibits attached hereto as **Exhibit F**.

6. Pursuant to an Assignment Agreement dated effective as of January 31, 2007, Tye International Corporation, and Pacific Northern Construction Company, Inc., Washington corporations (collectively, the “Assignor”), assigned to Arrowhead all of their right, title and interest in that certain Real Estate Purchase and Sale Agreement dated as of April 18, 2006 entered into by and between the Assignor, as Buyer, and the District Council #5, as Seller, relating to the purchase and sale of the Grantor’s Property, as amended by that certain Amendment No. 1 to Real Estate Purchase and Sale Agreement dated as of October 23, 2006 and that certain Amendment No. 2 to Real Estate Purchase and Sale Agreement dated as of June 29, 2007 (collectively, as amended, the “Purchase Contract”), and Arrowhead assumed all of the obligations of Assignor, as Buyer, under the Purchase Contract, with the acknowledgement and consent of District Council #5, as Seller.

7. Arrowhead intends to acquire the Grantor’s Property from District Council #5 and intends to redevelop the Grantor’s Property as an affordable retirement apartment community for seniors.

8. The parties now wish to amend and restate the Original Covenant, and to relocate and fix the 82 legally established parking stalls in such a manner and at such locations as will permit Arrowhead to proceed with its proposed development of the Grantor’s Property.

COVENANT AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth in this Covenant Agreement and other valuable consideration, the Grantor for itself, its heirs, successors and assigns, hereby grants to the Grantee and the Grantee hereby accepts the parking use and access covenant, which is intended to run with the land, benefiting the Grantee’s Property and burdening the Grantor’s Property, all as described in this Covenant Agreement.



A. Arrowhead Project; Grant and Acceptance of Covenant Agreement

1. Arrowhead intends to construct a mixed-use development consisting of an affordable retirement apartment community for seniors and certain commercial/retail space, including an estimated 191 garage parking stalls, 78 surface parking stalls, and various interior and exterior common areas and facilities (collectively, the “**Project**”), as illustrated on the Architectural Site Plan and Parking Exhibit attached hereto as **Exhibit F**. Arrowhead has applied for the issuance of a Master Use Permit with respect to the Project.

2. The Grantor, by the execution and delivery of this amendment and restatement of the Original Covenant Agreement, grants to the Grantee the right to use and access 82 specifically identified and designated parking stalls (the “**Designated Parking Stalls**”) in and upon the Grantor’s Property as set forth in this Covenant Agreement. In consideration of that undertaking, upon execution and delivery of this Covenant Agreement, the Grantee agrees to accept the rights set forth in this Covenant Agreement with respect to the use and access to the Designated Parking Stalls for the term set forth herein in lieu of the rights set forth in the Original Covenant.

B. Designated Parking Stalls; Access and Parking Use Easements.

1. The Architectural Site Plan and Parking Exhibit attached hereto as **Exhibit F** illustrates (i) the layout and location (by number) of the Designated Parking Stalls to be created by Arrowhead as part of the Project, including 62 surface parking stalls and 20 below grade stalls, including 21 stalls adjacent to the northern boundary of the Private Access Drive (the “**Access Drive Parking Strip**”), 41 parking stalls in the surface parking lot located adjacent to the eastern boundary of the Grantor’s Property and Myers Way South (the “**New Surface Parking Lot**”), and 20 parking stalls in the southern below grade parking garage (the “**South Parking Garage**”), and (iii) the various access points, entrances, driveways, drive aisles, sidewalks and pathways providing vehicular and pedestrian ingress to and egress from the Grantor’s Property and the adjacent public rights-of-way (collectively, the “**Vehicular and Pedestrian Access and Circulation Areas**”).

2. During the term of this Covenant Agreement, the eighty two (82) Designated Parking Stalls located on the Grantor’s Property shall be maintained and reserved by the Grantor for the exclusive use by the Grantee during weekdays only, Monday through Friday (the “**Designated Days**”), during the hours of 7:00 a.m. through 7:00 p.m. (the “**Designated Hours**”), except as otherwise provided in Paragraph 6 of this Section B of the Covenant Agreement.

3. During the term of this Covenant Agreement, the Grantee shall have the sole right to authorize the use of the Designated Parking Stalls. Authorized users shall be required to register their vehicles and to identify the parking stalls occupied with the Grantee as indicated in Section C hereof.



4. On an interim basis, prior to completion of Project construction, the Designated Parking Stalls for the Grantee's use shall consist of any eighty two (82) surface parking stalls located on the Existing Surface Parking Lot adjacent to the Private Access Drive. During that interim period, Grantor shall maintain in good repair, the Private Access Drive, the parking surface pavement and markings for the Designated Parking Stalls.

5. Following the completion of Project construction, the Designated Parking Stalls to be reserved for and utilized by the Grantee on the Designated Days during the Designated Hours, as identified on **Exhibit F**, shall consist of: (i) 21 surface parking stalls numbered 9 through 29 located in the Access Drive Parking Strip (the "**Designated Access Drive Parking Stalls**"); (ii) 41 surface parking stalls numbered 32 through 72 (the "**Designated Surface Parking Lot Stalls**"); and (iii) 20 garage parking stalls located inside the South Parking Garage (the "**Designated Garage Parking Stalls**").

6. During the period of construction of the Project, Arrowhead shall maintain for use by Grantee, 82 Designated Parking Stalls. Arrowhead and its general contractor shall use their best efforts to maintain on-site for use by the Grantee on the Designated Days during the Designated Hours as many of the eighty two (82) Designated Parking Stalls as is reasonably and safely possible, either on the Existing Surface Parking Lot in the area adjacent to the Private Access Drive or the Access Drive Parking Strip, and/or, when complete and safe for use in the sole and absolute discretion of the Grantee, in the New Surface Parking Lot. Arrowhead shall, at least six (6) weeks prior to commencing construction, notify the Grantee of the date on which construction will begin, before removing and relocating any of the existing or interim Designated Parking Stalls, instituting or modifying the interim parking arrangement described in this Paragraph 6 (the "Interim Parking Arrangement"). In lieu of any of the eighty two (82) Designated Parking Stalls which cannot reasonably and safely be maintained within 400 feet of the Private Access Drive, for use by the Grantee on the Designated Days, during the Designated Hours and during the period of construction of the Project, the Grantor or its general contractor shall be required to institute an Interim Parking Arrangement to provide an equivalent number of off-site parking stalls at a location within a distance of not more than approximately one-quarter (1/4) mile from the Grantee's Property (the "**Off-Site Location**"); provided, however, that the Grantor or its general contractor shall provide, at no cost to the Grantee or the Grantee's employees and visitors, either (i) a shuttle to the Grantee's Joint Training Facility (the "JTF") from the Off-Site Location and from the JTF to the Off-Site Location, or (ii) valet parking service from a convenient location adjacent to the Private Access Drive across from the entrance to the JTF. If a shuttle between the off-site location and the JTF is provided, it shall operate as follows:

a. Every 2 weeks, the Grantee shall provide the Grantor with a schedule indicating the start and end times of the classes and meetings to be held at the JTF for the following two week period.

b. The shuttle service shall commence 30 minutes before the beginning of any class or meeting continuously until 45 minutes after a class or 30 minutes after a meeting begins. During these periods the shuttle shall be based at the Off-Site Location before a class or meeting begins, so that it returns there after bringing people to the JTF.



c. The shuttle service shall commence 5 minutes before the scheduled end time of classes and meetings and continue for 30 minutes. For return shuttle service to the off-site parking location, the shuttle shall be based at the main entrance to the JTF, returning there after each delivery to the Off-Site Location.

d. The Grantor shall post a sign at the Off-Site Location that includes the phone number for JTF visitors and employees to call for the shuttle if they arrive at the off-site parking location or need to leave the JTF for the Off-Site Location at times that are not included in Paragraph 6.b. and Paragraph 6.c. above. The location and wording of the sign shall be approved by both the Grantee and Grantor, which approval shall not be unreasonably withheld.

e. Shuttle service shall not require more than a five (5) minute wait for pick-up.

f. The shuttle service shall be for the visitors to and employees of the JTF.

g. The shuttle vehicle(s) shall be clearly identified as a JTF parking shuttle.

h. The Interim Parking Arrangement can only be modified upon mutual consent of both the Grantor and Grantee, which approval shall not be unreasonably withheld.

7. Except as otherwise provided in Paragraph 2 of Section B of the Covenant Agreement, the Grantee and the Grantee's authorized users shall be strictly prohibited from using (i) the 8 surface parking stalls numbered 1 through 8 located in the Access Drive Parking Strip as reflected on Exhibit F attached hereto; (ii) the 6 surface parking stalls numbered 30 and 31 and 73 through 76 as reflected on Exhibit F attached hereto; (iii) the 2 surface parking stalls numbered 77 and 78 as reflected on Exhibit F attached hereto; (iv) any of the below grade parking stalls located in the North Parking Garage or any of the garage parking stalls located in the South Parking Garage other than the 20 garage parking stalls labeled as Designated Garage Parking Stalls as reflected on Exhibit F attached hereto; or (vi) any of the Designated Parking Stalls on any days other than the Designated Days or during any hours other than the Designated Hours.

8. The Grantor and its employees, contractors, and visitors, as well as the employees, contractors, visitors, tenants and residents of the Project, shall be strictly prohibited from using any of the 82 Designated Parking Stalls during the Designated Days during the Designated Hours.

9. The Grantor hereby grants to the Grantee and the Grantee's authorized users vehicular and pedestrian access and parking use easements over and across the Vehicular and Pedestrian Access and Circulation Areas providing vehicular and pedestrian ingress to and egress from the Grantor's Property and the adjacent public rights-of-way, and vehicular and pedestrian ingress to and egress from and circulation around the Access Drive Parking Strip, the New Surface Parking Lot, the Traffic Circle, the North Parking Garage and the South Parking Garage and the Designated Parking Stalls to facilitate vehicular and pedestrian access to and use of the Designated Parking Stalls on the Designated Days during the Designated Hours.

C. Parking Management Plan; Maintenance; and Taxes.

1. Following the completion of construction of the Project, the Designated Parking Stalls shall be marked as reserved exclusively for use by the Grantee on the Designated Days during the Designated Hours. The Grantee shall participate in the design, wording and location of the markings, and shall have final approval of the markings of the designated stalls. For example, the surface of the Designated Access Drive Parking Stalls and the Designated Surface Parking Lot Stalls shall be marked with high contrast paint as follows: "Reserved for JTF Use, M – F, 7:00 am – 7:00 pm. Violators will be towed without warning at their own expense." Alternatively, signs approximately 18" in length and 12" in width on metal posts approximately 5 feet in height with substantially similar markings shall be posted at the head-in ends of the Designated Access Drive Parking Stalls and the Designated Surface Parking Lot Stalls approximately every fifth Parking Stall and signs approximately 18" in length and 12" in width with substantially similar markings shall be posted on the walls of the South Parking Garage approximately 5 feet above the Designated Garage Parking Stalls approximately every fourth Parking Stall; provided, however, that such Designated Parking Stalls shall be numbered and such signs shall designate by number which Designated Parking Stalls are so reserved. Any additional signs or markings to the Designated Parking Stalls by the Grantee or its authorized users shall require the prior written consent of the Grantor, which consent shall not be unreasonably withheld. Any unauthorized signs or markings placed on the surface of the Designated Parking Stalls or the walls of the South Parking Garage by the Grantee or the employees of the Grantee shall be removed at the Grantee's expense and the Grantee shall repair any damage or injury to the Designated Parking Stalls or the walls of the South Parking Garage caused by such removal; if not so removed by the Grantee, then the Grantor may have the same so removed at the Grantee's expense.

2. The Designated Parking Stalls shall be used exclusively for parking of passenger vehicles (including vans and pickup trucks), and all vehicles parking in the Designated Garage Parking Stalls shall be subject to any height restrictions posted at the entrance of the South Parking Garage.

3. The Grantee shall furnish a registration list of the authorized vehicles allowed to use and access the Designated Parking Stalls to the Grantor not more frequently than three times per day, as agreed upon by Grantor and the Grantee. Any vehicle marked "City of Seattle" that is clearly designated as such by the official City logo attached to the vehicle, or with an "Exempt" license plate, shall automatically be considered as "authorized" by the Grantee. The Grantor shall notify the Grantee of vehicles it believes may not be authorized vehicles in the Designated Parking Stalls. Within 30 minutes of such notification, the Grantee shall confirm or deny authorization of the vehicles. If vehicles are determined not to be authorized by the Grantee, the Grantor shall have the vehicle towed within 45 minutes. An undetermined number of Designated Parking Stalls will be assigned to Grantee staff. The Grantee shall furnish its staff with an appropriate parking identification for display on the user's vehicle as agreed upon by Grantor and the Grantee. The Grantor shall supply access cards to the Grantee to provide access to the South Parking Garage for users and vehicles



authorized to park in the Designated Garage Parking Stalls. The Grantee shall be responsible only for the actual cost of any lost or stolen access cards.

4. If any unauthorized vehicle is improperly parked in any of the Designated Parking Stalls during the Designated Hours, any authorized user of the Grantee who is displaced from such Designated Parking Stall shall be allowed to temporarily use another adjacent parking stall (the "Temporary Parking Stall") not included in the Designated Parking Stalls, provided that the Grantee or the authorized user of the Grantee who is so displaced promptly reports the displacement to the Grantor's management agent in management office located in Building B of the Project within 30 minutes. The authorized user of the Grantee who is displaced shall be required to move the vehicle from the Temporary Parking Stall to a Designated Parking Stall within 4 hours after the Grantee or the authorized user of the Grantee who is displaced has been informed by the Grantor that the unauthorized and improperly parked vehicle has been moved or towed. The Grantor's management agent shall monitor the vehicles in the Designated Parking Stalls at least three (3) times on the Designated Days during the Designated Hours as agreed upon by Grantor and the Grantee. In general, the Grantor's management agent shall monitor the vehicles in the Designated Parking Stalls on or about 6:30 a.m., 12:30 p.m. and 5:30 p.m., or within 45 minutes of receipt of a new or revised registration list from the Grantee. However, such monitoring schedule is subject to change (not more frequently than weekly with the approval of the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed) to accommodate changes in the Grantee's employee training schedule.

5. The Grantor shall be responsible for providing adequate lighting for vehicular and pedestrian traffic in the Vehicular and Pedestrian Access and Circulation Areas and in the areas containing the Designated Parking Stalls. In addition, the Grantor shall install and maintain a security camera system with a recording system which will monitor, among other areas, the exterior areas containing the Designated Access Drive Parking Stalls and the Designated Surface Parking Lot Stalls and the interior area of the Southern Parking Garage containing the Designated Garage Parking Stalls, for the purpose of monitoring the Designated Parking Stalls. Signs shall be posted in the area of the Southern Parking Garage containing the Designated Garage Parking Stalls indicating that a security camera or cameras are in use. The security camera system monitor shall be placed in such a location within the Grantor's management agent's management office in Building B to enable the Grantor's management agent's management personnel to readily observe the monitored areas on such monitor. However, the Grantor shall not be responsible for constantly or continuously monitoring the Designated Parking Stalls, but rather for monitoring such Designated Parking Stalls in a manner consistent with reasonable, customary and proper security practices for the management of a facility similar to the Grantor's facility and reasonably approved by the Grantee. The Grantor or the Grantor's management agent shall promptly report to the Grantee or to the Seattle police department any suspicious activity observed with regard to vehicles parked in the Designated Parking Stalls. Such suspicious activity would include any apparent attempt to enter a vehicle parked in the Designated Parking Stalls without a key, any apparent attempt to damage a vehicle parked in the Designated Parking Stalls or any suspicious activity that might harm the Grantee's employees or visitors in the process of accessing their vehicles. At the request of the Grantee, the Grantor or the Grantor's management agent shall provide

the Grantee or the Seattle police department with a recording of any such reported suspicious activity related to vehicles parked in the Designated Parking Stalls that was recorded via the security camera / recording system.

6. Notwithstanding anything to the contrary in Paragraph 3 of the Original Covenant, the Grantor shall be responsible for (i) the cost of the installation and the ongoing cost of lighting in the Vehicular and Pedestrian Access and Circulation Areas and in the areas containing the Designated Access Drive Parking Stalls, the Designated Surface Parking Lot Stalls and the Designated Garage Parking Stalls; (ii) the cost of all maintenance and repairs in and around the Vehicular and Pedestrian Access and Circulation Areas and the areas containing the Designated Access Drive Parking Stalls, the Designated Surface Parking Lot Stalls and the Designated Garage Parking Stalls, including landscaping; provided, however, that the Grantee shall be responsible for repairing or restoring any damage to the Vehicular and Pedestrian Access and Circulation Areas or the areas containing the Designated Access Drive Parking Stalls, the Designated Surface Parking Lot Stalls and the Designated Garage Parking Stalls proven to be caused by the Grantee's officials, employees, contractors, agents, representatives or visitors, or by the vehicles operated by the Grantee's officials, employees, contractors, agents, representatives or visitors; and (iii) all real property taxes (if any) assessed against or allocable to the areas containing the Designated Parking Stalls.

D. Insurance; Indemnities; and Claims.

1. Minimum Insurance Coverages and Limits of Liability.
 - a. During the period of construction, and thereafter for the ongoing operation and maintenance, of the Project, Grantor shall, at all times during the term of this Covenant Agreement, at its own expense, continuously maintain in full force and effect Commercial General Liability ("CGL") insurance and, if necessary, specific excess and/or umbrella liability insurance, so as to provide a limit of liability of not less than \$5,000,000 each occurrence bodily injury and property damage combined single limit ("CSL").
 - b. Maintenance of an Owner-Controlled Insurance Program ("OCIP") or a Contractor-Controlled Insurance Program ("CCIP") with a limit of liability of not less than \$5,000,000 each occurrence during the period of construction shall be deemed to satisfy the requirement of Paragraph D.1.a., but only during the period of construction.
2. Terms and Conditions of Insurance.
 - a. "The City of Seattle" shall be included as an additional insured for primary and non-contributory limits of liability under each CGL policy.
 - b. If an OCIP or CCIP insurance policy is maintained during the period of construction, the Grantee shall be included as an additional insured for primary and non-contributory limits of liability. The Grantee shall remain as an additional insured for primary and non-contributory limits of liability



under such insurance until completion of construction of the Project and thereafter for three (3) years as per the Insurance Services Office (ISO) additional insured endorsement form CG 20 26 or equivalent as amended by the ISO endorsement form CG 20 37 or equivalent. The ISO additional insured endorsement form series CG 20 09, CG 20 10 and CG 20 33 or equivalent are not acceptable as those forms specify that additional insured status is limited to performance of operations for the additional insured Grantee by Grantor (or, during the period of construction under an OCIP or CCIP policy, for the Grantee by Grantor's contractor) and no such operations are performed for the Grantee under this Covenant Agreement.

- c. The coverages and limits of liability specified above in Paragraph D.1. are minimum coverages and limits of liability only. Where the Grantee is required to be an additional insured under CGL (or, if applicable during the period of construction, under an OCIP or CCIP) it shall be an additional insured for the full scope of coverage and for the full limits of liability of insurance available to Grantor, whether such limits of liability are primary, excess, contingent or otherwise.
- d. The term "insurance" wherever used herein shall include "self-insurance" and shall also include any form of alternative risk financing mechanisms, including capital market solutions. Where Grantor is required to provide additional insured status to the Grantee and Grantor's risk financing mechanism is funded by other than a registered property/casualty insurer and is under a self-insured retention or similar arrangement, Grantor shall protect the Grantee as if a standard ISO CGL policy were in force with the Grantee as an additional insured for primary and non-contributory limits of liability.
- e. The liability insurance coverage specified in Paragraph D.1. shall include any activity undertaken pursuant to an Interim Parking Arrangement, including any activity undertaken at an Off-Site Location or in transit to or from an Off-Site Location.
- f. Insurers shall maintain A.M. Best's ratings of not less than A- VII unless insurance has been procured as surplus lines under the provisions of Chapter 48.15 Revised Code of Washington ("RCW"). The Grantee shall grant exceptions to this requirement on a case by case basis if in its sole judgment it finds no material diminution of security. Self-insured and alternative risk financing mechanisms, including capital market solutions, that are not registered insurers shall also be subject to approval by the Grantee in its sole judgment on a case-by-case basis, and Grantor shall reasonably cooperate to secure financial and other data to facilitate the Grantee's making of any such evaluation.
- g. Each insurer must deliver or mail written notice of cancellation to the Grantee at least thirty (30) days before the effective date of the cancellation, except ten (10) days with respect to cancellation for



nonpayment of premium, or as may otherwise be required under the provisions of RCW 48.18.290 or any subsequent relevant statute. Grantor and the Grantee mutually agree that the Grantee, as an additional insured, is a person who has an interest in any loss which may occur under the liability insurance policy as described in RCW 48.18.290 (1) (e).

- h. In recognition of the extended term of this Covenant Agreement, Grantor agrees that the Grantee, upon each five (5) year anniversary of the execution of this Covenant Agreement, may re-evaluate the provisions of this Section D. and may make such reasonable amendments as Grantor deems necessary to such provisions to reflect changing insurance industry and risk management standards and practices and inflation, and, provided that such amendments are commercially reasonable and such coverages are reasonably available in the commercial liability insurance market, the Grantor's consent to such amendments shall not be unreasonably withheld.

3. Certification of Insurance.

- a. Grantor shall cause the Grantee to be provided with certification of insurance acceptable to the Grantee evidencing such minimum levels of coverage and limits of liability as specified in Paragraph D.1., and documenting compliance with the terms and conditions as specified in Paragraph D.2. prior to the start of any construction activity. Grantor shall continue to cause certification of valid and current insurance to be continuously maintained on file throughout the term of this Covenant Agreement. Such certification of insurance shall be delivered to Fleets and Facilities Department, Property Management Services, 700 5th Avenue, Suite 5200, P.O. Box 94689, Seattle, WA 98124 and an electronic copy delivered by facsimile to (206) 470-1279 or as an email attachment to riskmanagement@seattle.gov.
- b. The minimum insurance certification shall consist of (i) a certificate of insurance describing coverages, limits of liability and terms and conditions as specified in Section D.1. and D.2., and (ii) an actual copy or copies of the insurance policy provision(s) documenting that "The City of Seattle" is an additional insured under a CGL (and, if applicable, an OCIP or CCIP) for primary and non-contributory limits of liability.
- c. In the event that the Grantee tenders a claim or lawsuit to Grantor's (or Grantor's general contractor's) insurer for defense and indemnity, and the Grantee's tender invoking its additional insured status for primary and non-contributory limits of liability for such claim or lawsuit is denied or made subject to a reservations of rights by the insurer, Grantor shall cause a true and complete certified copy of the relevant insurance policy(ies) (with premiums and rates redacted, if so desired by Grantor) to be timely delivered to the Grantee.

4. Indemnification.



- a. Arrowhead agrees to indemnify, defend and hold harmless the Grantee, its officials, employees, contractors, agents, representatives and visitors, from any and all Claims (as defined below in Paragraph D.4.d. of this Covenant Agreement) arising out of or relating to the construction or the operation of the Project or the related activities of Arrowhead, their general contractor, subcontractors, suppliers, management agents, or the employees, agents or representatives thereof, except to the extent such Claim may result from the gross negligence or willful misconduct of the Grantee, its officials, employees, agents, representatives and visitors.
- b. The Grantee agrees to indemnify, defend and hold harmless the Grantor, its partners, employees, contractors, agents, representatives and visitors, from any and all Claims (as defined below in Paragraph D.4.d. of this Covenant Agreement) arising out of or relating to the use of the Designated Parking Stalls, the Vehicular and Pedestrian Access and Circulation Areas or the areas containing the Designated Parking Stalls, by the officials, employees, contractors, agents, representatives and visitors of the Grantee or the related activities of the officials, employees, contractors, agents, representatives and visitors of the Grantee, except to the extent such Claim may result from the gross negligence or willful misconduct of the Grantor, or the partners, employees, contractors, agents, representatives or visitors of the Grantor.
- c. Each party hereto waives each and every Claim (as defined below in Paragraph D.4.d. of this Covenant Agreement) which arises or may arise in its favor and against the other party hereto during the Term of this Covenant Agreement for any and all loss of, or damage to, any property, which loss or damage is covered by valid and collectible property or casualty insurance to the extent that such loss or damage is recoverable under said insurance policies. The foregoing mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Covenant Agreement with respect to any loss of or damage to, property of the parties hereto. Inasmuch as the foregoing mutual waivers will preclude the assignment of any Claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto hereby agrees to give to each insurance company which has issued to it policies of property or casualty insurance, written notice of the terms of such mutual waivers, and to have such policies of insurance properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of such waivers.
- d. For purpose of Section D of this Covenant Agreement, "Claims" means any and all liabilities, damages, obligations, losses, costs, expenses, suits or claims, whether for bodily injury or death, property damage, or otherwise, including, without limitation, reasonable attorneys fees and costs.

E. **Term: Termination.**



1. The term of this Covenant Agreement shall commence on the date that it is executed and delivered by each of the parties hereto and shall terminate at midnight on February 20, 2033, unless earlier terminated by the Grantee in its sole and absolute discretion.

2. The parties hereto acknowledge and agree that one of the principal purposes of this Covenant Agreement is to provide accessory parking for the benefit of the Grantee in accordance with Section 23.54.025 of the Seattle Municipal Code (SMC) or any successor ordinance. Accordingly, upon termination of this Covenant Agreement for any reason, both the Grantor and the Grantee hereby agree to immediately notify the Director of Department of Planning and Development of the City of Seattle that the Grantor's Property shall no longer be used to provide accessory parking for the benefit of the Grantee in accordance with SMC 23.54.025, and the Grantee hereby agrees to either replace or relocate to another property the lost accessory parking represented by the Designated Parking Stalls by reason of the termination of this Covenant Agreement within thirty (30) days of such termination or to apply to the Department of Planning and Development of the City of Seattle for a variance from such accessory parking requirements within fourteen (14) days of the termination of this Covenant Agreement in accordance with SMC 23.54.025.

F. Binding Effect; No Other Modifications.

1. The easements, benefits, burdens and obligations hereunder shall create mutual covenants, benefits and servitudes upon the Grantor's Property (as provided herein) running with the land for the benefit of the Grantee's Property described on Exhibit E attached hereto. This Covenant Agreement shall create privity of contract and estate between the Grantor and the Grantee and their respective heirs, representatives, successors, assigns and transferees. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Grantor's Property (including both Parcel A and Parcel B thereof) to or for the benefit of the general public or for any public purposes whatsoever, except as expressly provide herein. The parties hereto understand and agree that this Covenant Agreement is and shall be binding upon and shall inure to the benefit of the parties and their successors, assigns, officers, employees and agents.

2. The Grantee shall not assign this Covenant Agreement, in whole or in part, without the prior written consent of the Grantor, which consent may not be unreasonably withheld.

3. The terms and conditions set forth in this Covenant Agreement are intended by the parties as a full and final expression of their understanding and agreement with respect to the subject matter of this Covenant Agreement and may not be contradicted or modified by evidence of any oral agreement. The parties also intend this Covenant Agreement to be the complete and exclusive statement of its terms and conditions, and that no extrinsic evidence whatsoever may be introduced to vary or contradict the plain language of it in any judicial proceeding involving this Covenant Agreement. Except as otherwise expressly provided herein, this Covenant Agreement amends, restates and supersedes in its entirety the Original Covenant. This Covenant Agreement may not be altered or modified except by a written instrument executed by all parties.



4. For purposes of this Covenant Agreement, prior to the date that Arrowhead acquires the Grantor's Property, the "Grantor" shall mean District Council #5, and on or after the date that Arrowhead acquires the Grantor's Property, the "Grantor" shall mean Arrowhead. After the date that Arrowhead acquires the Grantor's Property, District Council #5 shall have no further obligations hereunder and Arrowhead and the Grantee shall indemnify District Council #5 against any liability or Claims (as defined above in Paragraph D.4.d. of this Covenant Agreement) arising hereunder.

5. This Covenant Agreement shall be executed by the parties prior to the date that Arrowhead acquires the Grantor's Property and shall be recorded with King County against the Grantor's Property at the time of closing of the purchase of the Grantor's Property by Arrowhead and shall be superior in right to Grantor's and Arrowhead's title position as respects the rights conferred upon Grantee herein. If Arrowhead fails to acquire the Grantor's Property prior to the expiration of the Purchase Contract (including any extensions thereof), then this Covenant Agreement shall terminate and neither the Grantor nor the Grantee shall have any further obligations hereunder, and the agreement between District Council #5 and the Grantee shall revert to the Original Covenant.

6. This Covenant Agreement shall be subject to approval by ordinance adopted by the Seattle City Council. However, if the Seattle City Council fails to approve this Amended and Restated Covenant Agreement within ninety (90) following the execution hereof, then this Covenant Agreement shall terminate and neither Grantor nor the Grantee shall have any further obligations hereunder except as expressly provided herein, and the agreement between the Grantor and the Grantee shall revert to the Original Covenant; provided, however, that, notwithstanding the foregoing, nothing in this Covenant Agreement or in the Original Covenant shall be interpreted as requiring the consent of the City of Seattle in its capacity as the Grantee under this Covenant Agreement or the Original Covenant for Arrowhead to proceed with the construction of the Project pursuant to valid permits issued by the City of Seattle in its permitting and regulatory capacity provided that Arrowhead continues to maintain the Grantee's right to use and access 82 legally established parking stalls in accordance with the Original Covenant, in which case the Grantee shall exercise its reasonable discretion under the Original Covenant in terms of the location of such 82 legally established parking stalls to accommodate the construction of the Project by Arrowhead.

7. This Covenant Agreement shall be governed by the laws of the State of Washington. Any dispute relating to this Covenant Agreement shall be in the King County Superior Court, Seattle, Washington. In the event of any dispute arising between Grantor and Grantee with respect to this Covenant Agreement which cannot be resolved by the parties, including but not limited to the Parking Management Plan, the dispute shall be submitted to a mutually acceptable mediator and each party shall in good faith participate in mediation in an effort to resolve the dispute. If the parties are unable to agree on a mutually acceptable mediator, they shall each name a person who shall then collectively select a mediator. If the parties are unable to resolve the dispute in mediation, either party may bring an action in the Washington State Superior Court for King County at Seattle. In the event suit is brought to enforce any provision of this Covenant Agreement (including but not limited to the Parking Management Plan), in addition to such other relief as may be determined by the court, the substantially prevailing party shall recover its attorney fees and costs.

[The remainder of this page is intentionally left blank. The executing signatures of the parties are on the following signature page.]



Signature Page

IN WITNESS WHEREOF, the undersigned parties have executed this Covenant Agreement effective as of the day and year first above written.

District Council #5: DISTRICT COUNCIL #5 APPRENTICESHIP AND TRAINING TRUST FUND, a 501(c)(3) non-profit ERISA and Taft-Hartley Trust Fund located in the State of Washington

By: _____
Mike Cassidy, Chairman

By: _____
Mike Ball, Secretary

Arrowhead: ARROWHEAD SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP, a Washington limited partnership

By: Arrowhead Park Development Associates, a Washington limited liability company, General Partner

By: Pacific Northern Construction Company, Inc., a Washington corporation, Manager

By: _____
Bryan M. Park, President

Grantee: CITY OF SEATTLE, a Washington municipal corporation

By: _____

Name: _____

Title: _____



ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I HEREBY CERTIFY that on this ____ day of _____, 2007, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared **BRYAN M. PARK**, to me known to be the President of Pacific Northern Construction Company, Inc., Manager of ARROWHEAD PARK DEVELOPMENT ASSOCIATES, LLC, General Partner of ARROWHEAD SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP, a Washington limited partnership, the limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said limited partnership.

WITNESS my hand and official seal the day and year certificate first above written.

_____(Print Name)
Residing at _____
My appointment expires _____



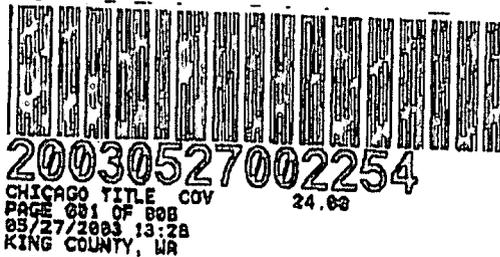
EXHIBIT A

ORIGINAL COVENANT

[See the attached true and correct copy of the Original Covenant]



WHEN RECORDED RETURN TO
JOAN ROSENSTOCK
THE CITY OF SEATTLE, FLEETS & FACILITIES DEPT
14TH FLOOR, ALASKA BUILDING, 618 SECOND AVE
SEATTLE, WA 98104



CHICAGO TITLE INSURANCE COMPANY

DOCUMENT TITLE(s)
1 PARKING COVENANT
2 FILED BY CHICAGO TITLE INSURANCE CO. Order Number: D01072328
3
4 REF.# 1072328-6 (6.15)
REFERENCE NUMBER(s) OF DOCUMENT ASSIGNED OR RELEASED
 Additional reference numbers on page _____ of document

GRANTOR(s) :
1 THE WESTERN WASHINGTON PAINTERS & ALLIED
2 TRADES APPRENTICESHIP AND TRAINING TRUST
3
 Additional names on page _____ of document

GRANTEE(s) :
1 THE CITY OF SEATTLE
2
3
 Additional names on page _____ of document

ABBREVIATED LEGAL DESCRIPTION:
PORTION OF PARCEL B OF CITY OF SEATTLE LOT BOUNDARY
ADJUSTMENT RECORDED UNDER RECORDING NUMBER 20020426900001.
 Complete legal description is on page 2 of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s) :
PORTION OF: 312404-9205-05
Additional Tax Accounts are on page _____ of document

Note This cover sheet is prepared to conform to the requirements of Chapter 143, Laws of 1996
Nothing on this sheet alters the names, legal description or other information in the attached document
The only purpose of this cover sheet is to assist the auditor in indexing the document in
conformance with statute

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

COVERL/RDA/0999

Exhibit A - Original Covenant



PARKING COVENANT

For and in consideration of the mutual promises, provisions and agreements contained in that certain Purchase and Sale Agreement executed between The Western Washington Painters & Allied Trades Apprenticeship and Training Trust ("Allied Trades") as Grantor and the City of Seattle as Grantee and dated 1-21-2003, 2003, the parties hereby enter into this covenant relating to off-site accessory parking which shall be recorded with King County in Compliance with SMC 23.54.025

WHEREAS, the Grantor owns the property depicted on Attachment 1 herein called the "Accessory parking Site" and legally described as

New Parcel B:

A portion of the Southeast Quarter of Section 31 and of the Southwest Quarter of Section 32, all lying within Township 24 North, Range 4 East, W.M., in King County, Washington,

Described as follows

Commencing at the Southeast corner of said Section 31,
Thence N 01°07'31" E, along the East line of said Section 31, for 30 00 feet to the Northerly margin of Southwest Roxbury Street,
Thence N 88°23'36" W, along said Northerly margin, for 624 14 feet to the Easterly margin of Second Avenue Southwest,
Thence N 01°03'31" E, along said Easterly margin, for 177 87 feet,
Thence S 88°23'36" E for 1019 46 feet to the Westerly margin of Myers Way South,
Thence N 18°16'47" W, along said Westerly margin, for 731 87 to The Point of Beginning for the herein described New Parcel B,
Thence S 72°10'19" W for 74 06 feet to a point of tangency with a curve to the right having a radius of 130 00 feet:
Thence Westerly and Northerly, along said curve, for an arc length distance of 116 98 feet through a central angle of 51°33'30" to a point of tangency with a line bearing N 56°16'11" W,
Thence N 56°16'11" W, along said line, for 200 12 feet to the most Easterly corner of Parcel A of City of Seattle Boundary Adjustment No. 2106493 as recorded under King County Auditor's file No. 20020426900001,
Thence continuing at N 56°16'11" W, along the Northwesterly line of said Parcel A, for 111 93 feet to a point of tangency with a curve to the left having a radius of 40.00 feet,
Thence Westerly, along said curve and Northwesterly line, for an arc length distance of 35 59 feet through a central angle of 50°58'22" to a point on the Easterly margin of 2nd Avenue Southwest,
Thence N 33°43'49" E, along said Easterly margin, for 185 61 feet to a point of tangency with a curve to the left having a radius of 145 00 feet,
Thence Northerly and Westerly, along said curve and Easterly margin, for an arc length distance of 202.48 feet through a central angle of 80°00'33" to a point of tangency with a line bearing N 46°16'44" W,
Thence N 46°16'44" W, along said line and Easterly margin, for 42 93 feet to the Easterly margin of Olson Place Southwest,
Thence N 43°43'16" E, along said Easterly margin of Olson Place Southwest, for 264 40 feet to the Westerly margin of Myers Way South,
Thence S 18°16'47" E, along said Westerly margin of Myers Way South, for 162 76 feet to the Westerly margin of 1st Avenue South,
Thence S 01°07'31" W, along said Westerly margin of 1st Avenue South, for 165 66 feet to the South margin of vacated Olser Place Southwest,
Thence S 88°52'29" E, along said South margin, for 50 00 feet to the East line of said Section 31,

Thence N 01°07'31" E, along said East line, for 23 72 feet to the Westerly margin of Myers Way South,
Thence S 18°16'47" E, along said Westerly margin, for 457 30 feet to The Point of Beginning

and

WHEREAS, the Grantee is the owner of the adjacent property depicted on Attachment 2 and legally described as:

A portion of the Southeast Quarter of the Southeast Quarter of Section 31 and the Southwest Quarter of the Southwest Quarter of Section 32, all lying within Township 24 North, Range 4 East, W.M., in King County, Washington,

Described as follows

Commencing at the Southeast corner of said Section 31,
Thence N 01°07'31" E, along the East line of said Section 31, for 30 00 feet to the Northerly margin of Southwest Roxbury Street,
Thence N 88°23'36" W, along said Northerly margin, for 624 14 feet to the Easterly margin of Second Avenue Southwest,
Thence N 01°03'31" E, along said Easterly margin, for 177 87 feet to The Point of Beginning for the herein described New Lot 3,
Thence S 88°23'36" E for 1019 46 feet to the Westerly margin of Myers Way South,
Thence N 18°16'47" W, along said Westerly margin, for 731 87,
Thence S 72°10'19" W for 74 06 feet to a point of tangency with a curve to the right having a radius of 130 00 feet
Thence Westerly and Northerly, along said curve, for an arc length distance of 116.98 feet through a central angle of 51°33'30" to a point of tangency with a line bearing N 56°16'11" W,
Thence N 56°16'11" W, along said line, for 200 12 feet to the most Easterly corner of Parcel A of City of Seattle Boundary Adjustment No 2106493 as recorded under King County Auditor's file No 20020426900001,
Thence S 33°43'49" W, along the Southeasterly line of said Parcel A, for 416 21 feet to the Southeast corner of said Parcel A,
Thence N 88°23'36" W, along the South line of said Parcel A, for 167 47 feet to the Southwest corner of said Parcel A, being a point on the Easterly margin of 2nd Avenue Southwest, said point lying on a curve to the left having a radius of 300 00 feet, from which a radial line bears S61°20'37" E,
Thence Southerly and Westerly, along said curve, for an arc length distance of 144 50 feet through a central angle of 27°35'52" to a point of tangency with a line bearing S 01°03'31" W,
Thence S 01°03'31" W, along said line, for 290 71 to The Point of Beginning

and

WHEREAS, Section 23 54 025 of the Land Use Code (SMC Title 23) of the City of Seattle requires the owner of parking spaces on a lot other, than the lot of the use to which those spaces are accessory shall be responsible for notifying the Director should the use of the lot for covenant parking cease. In this event, the principal use must be discontinued, other parking meeting the requirements of the Code must be provided within thirty (30) days, or a variance must be applied for within fourteen (14) days and subsequently granted

And

NOW THEREFORE, the Grantor hereby grants the following covenant which is intended to run with the land, benefiting the parcel owned by Grantee and burdening the parcel owned by Grantor upon the following conditions

1 The Grantor hereby grants to the Grantee a covenant to use 82 legally established parking spaces on the property owned by Grantor as depicted on Attachment 1. The Grantee shall be entitled to use the same for required off-street parking spaces for the immediately adjacent property owned by the



NOTARY PUBLIC in and for the State of Washington,
Residing at Everett

My commission expires 2-19-05

KATHRYN B. BROWN
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 02-19-05



DESIGN AND LOCATION OF PARKING AREA

THIS PAGE IS INTENTIONALLY LEFT BLANK. THE PARKING COVENANT AND FINAL DESIGN AND LOCATION OF THE COVENANTED PARKING AREA WILL BE RE-RECORDED WHEN THE FINAL DESIGN IS COMPLETED.

EXHIBIT B

PARCEL MAPS

FOR

THE GRANTOR'S PROPERTY

(Tax Parcels No. 3124049216 and No. 3124049205)

[See attached Parcel Maps]



Parcel Map and Data



Parcel Number	3124049216
Address	
Zipcode	
Taxpayer	WESTERN WA PAINTERS&ALLIED

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[The details.](#)

Exhibit B - Parcel Maps for the Grantor's Property
 (Tax Parcels No. 3124049216 and No. 3124049205)

http://www5.metrokc.gov/parcelviewer/Print_Process.asp

7/2/2007



Parcel Map and Data



Parcel Number	3124049205
Address	
Zipcode	
Taxpayer	WESTERN WA PAINTERS & ALLIED

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EXHIBIT C

**LEGAL DESCRIPTION
FOR
THE GRANTOR'S PROPERTY**

Parcel A (Tax Parcel No. 312404-9216)

Parcel A, City of Seattle Short Plat No. 2400518, recorded under recording number 20050912900007, in King County, Washington.

Parcel B (Tax Parcel No. 312404-9205)

Parcel B, City of Seattle Short Plat No. 2400518, recorded under recording number 20050912900007, in King County, Washington.



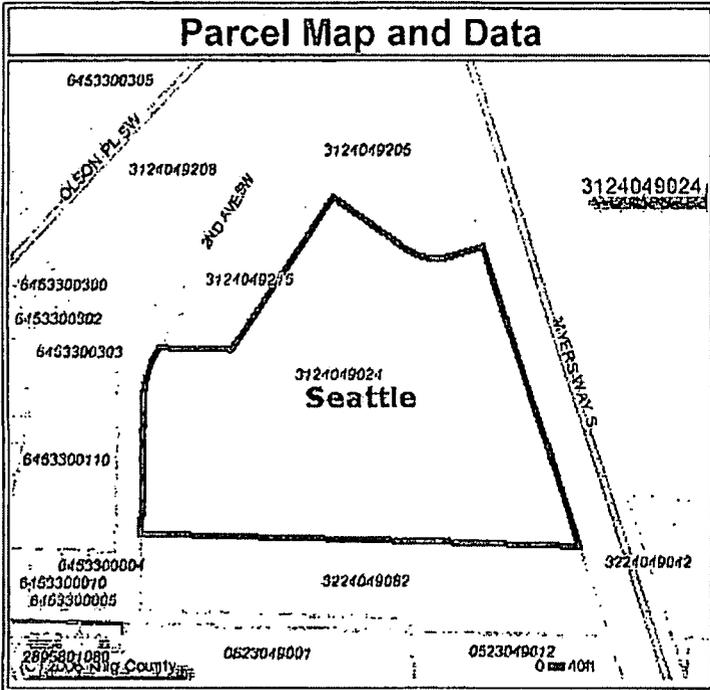
EXHIBIT D

**PARCEL MAP
FOR
THE GRANTEE'S PROPERTY
(Tax Parcel No. 3124049024)**

[See attached Parcel Map]



Parcel Map and Data



Parcel Number	3124049024
Address	9401 MYERS WAY S
Zipcode	98106
Taxpayer	SEATTLE CITY OF -FFD

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[The details.](#)

Exhibit D - Parcel Map for the Grantee's Property
 (Tax Parcel No. 3124049024)

http://www5.metrokc.gov/parcelviewer/Print_Process.asp

7/2/2007



EXHIBIT E

LEGAL DESCRIPTION FOR THE GRANTEE'S PROPERTY

A portion of the Southeast Quarter of the Southeast Quarter of Section 31 and the Southwest Quarter of the Southwest Quarter of Section 32, all lying within Township 24 North, Range 4 East, W M, in King County, Washington, described as follows:

Commencing at the Southeast corner of said Section 31,
Thence N 01°07'31" E, along the East line of said Section 31, for 30.00 feet to the Northerly margin of Southwest Roxbury Street,
Thence N 88°23'36" W, along said Northerly margin, for 624.14 feet to the Easterly margin of Second Avenue Southwest,
Thence N 01°03'31" E, along said Easterly margin, for 177.87 feet to The Point of Beginning for the herein described New Lot 3,
Thence S 88°23'36" E for 1019.46 feet to the Westerly margin of Myers Way South,
Thence N 18°16'47" W, along said Westerly margin, for 731.87 feet,
Thence S 72°10'19" W for 74.06 feet to a point of tangency with a curve to the right having a radius of 130.00 feet,
Thence Westerly and Northerly, along said curve, for an arc length distance of 116.98 feet through a central angle of 51°33'30" to a point of tangency with a line bearing N 56°16'11" W,
Thence N 56°16'11" W, along said line, for 200.12 feet to the most Easterly corner of Parcel A of City of Seattle Boundary Adjustment No. 2106493 as recorded under King County Auditor's file No. 20020426900001,
Thence S 33°43'49" W, along the Southeasterly line of said Parcel A, for 416.21 feet to the Southeast corner of said Parcel A,
Thence N 88°23'36" W, along the South line of said Parcel A, for 167.47 feet to the Southwest corner of said Parcel A, being a point on the Easterly margin of 2nd Avenue Southwest, said point lying on a curve to the left having a radius of 300.00 feet, from which a radial line bears S61°20'37" E,
Thence Southerly and Westerly, along said curve, for an arc length distance of 144.50 feet through a central angle of 27°35'52" to a point of tangency with a line bearing S 01°03'31" W,
Thence S 01°03'31" W, along said line for 290.71 feet to The Point of Beginning.

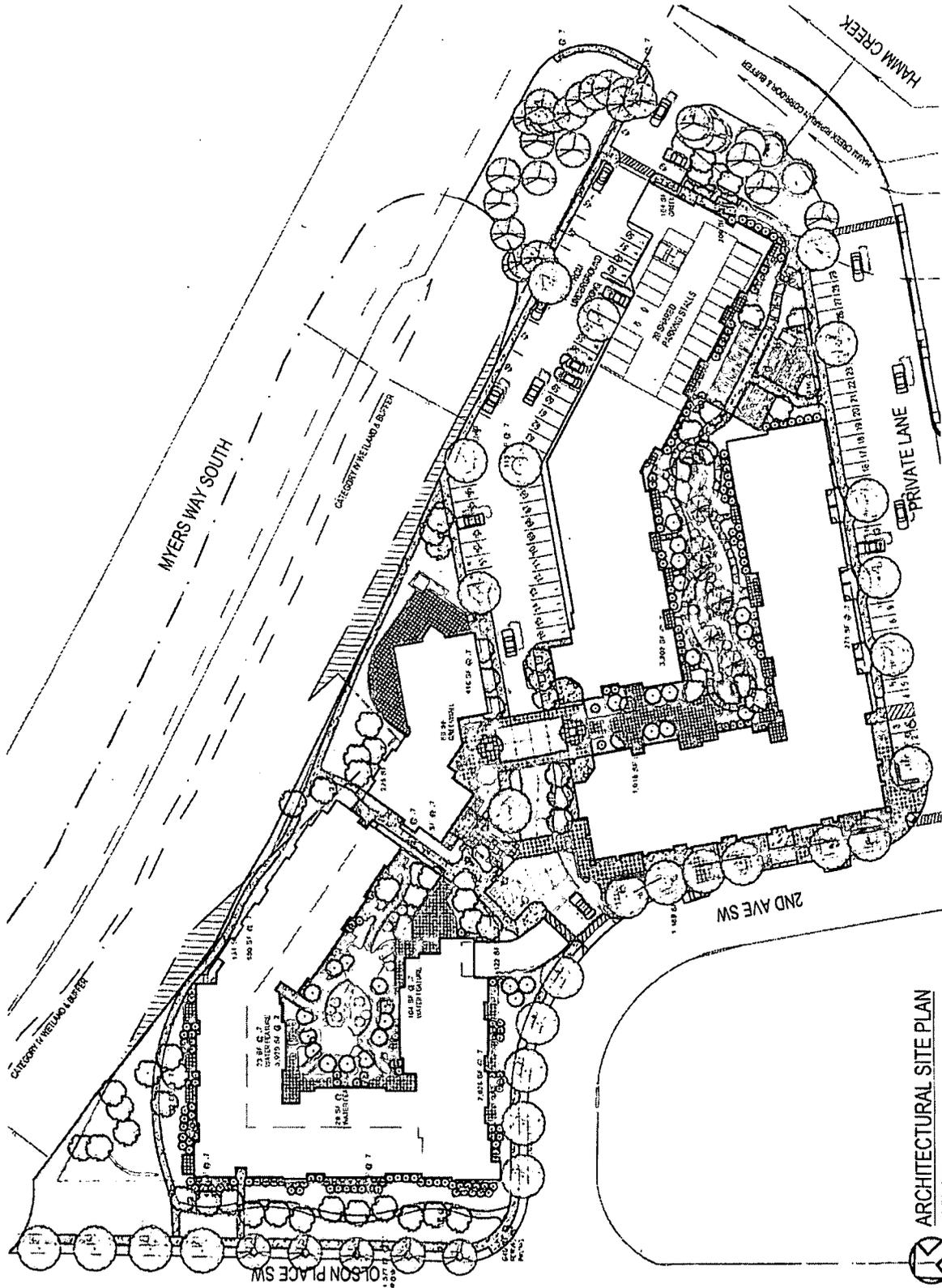


EXHIBIT F

**ARCHITECTURAL SITE PLAN
AND
PARKING EXHIBITS**

**[See attached Architectural Site Plan, Surface Parking
Exhibit and Below Grade Parking Exhibit]**





ARCHITECTURAL SITE PLAN
NOT TO SCALE

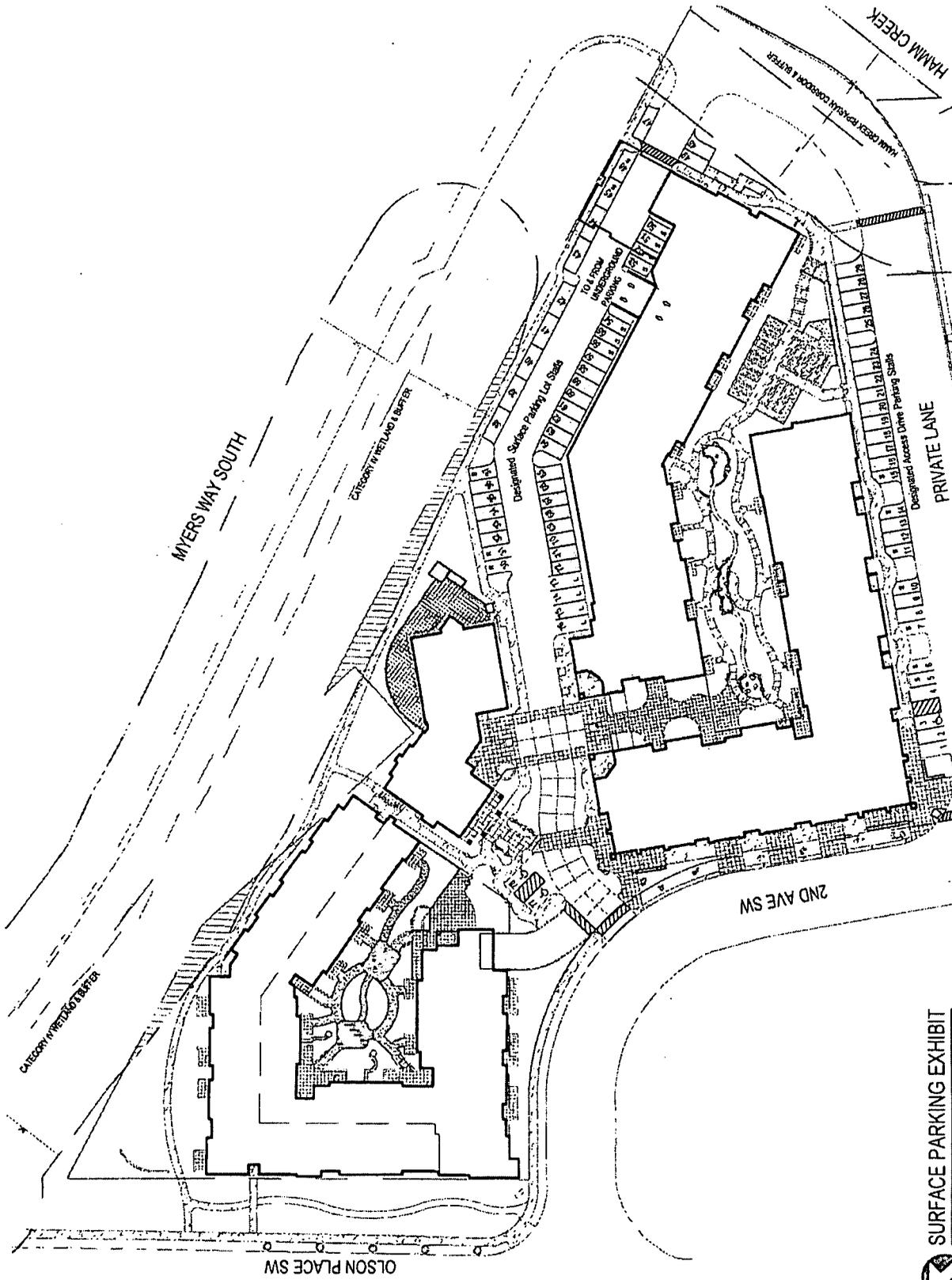


Johnson, Burdick & Associates, Inc.
ARCHITECTS
1000 1st Avenue, Suite 200
Seattle, WA 98101
www.jba.com

ARROWHEAD GARDENS AFFORDABLE SENIOR HOUSING
SEATTLE, WASHINGTON
Exhibit F - Architectural Site Plan and Parking Exhibits
Architectural Site Plan



OCTOBER 26, 2007



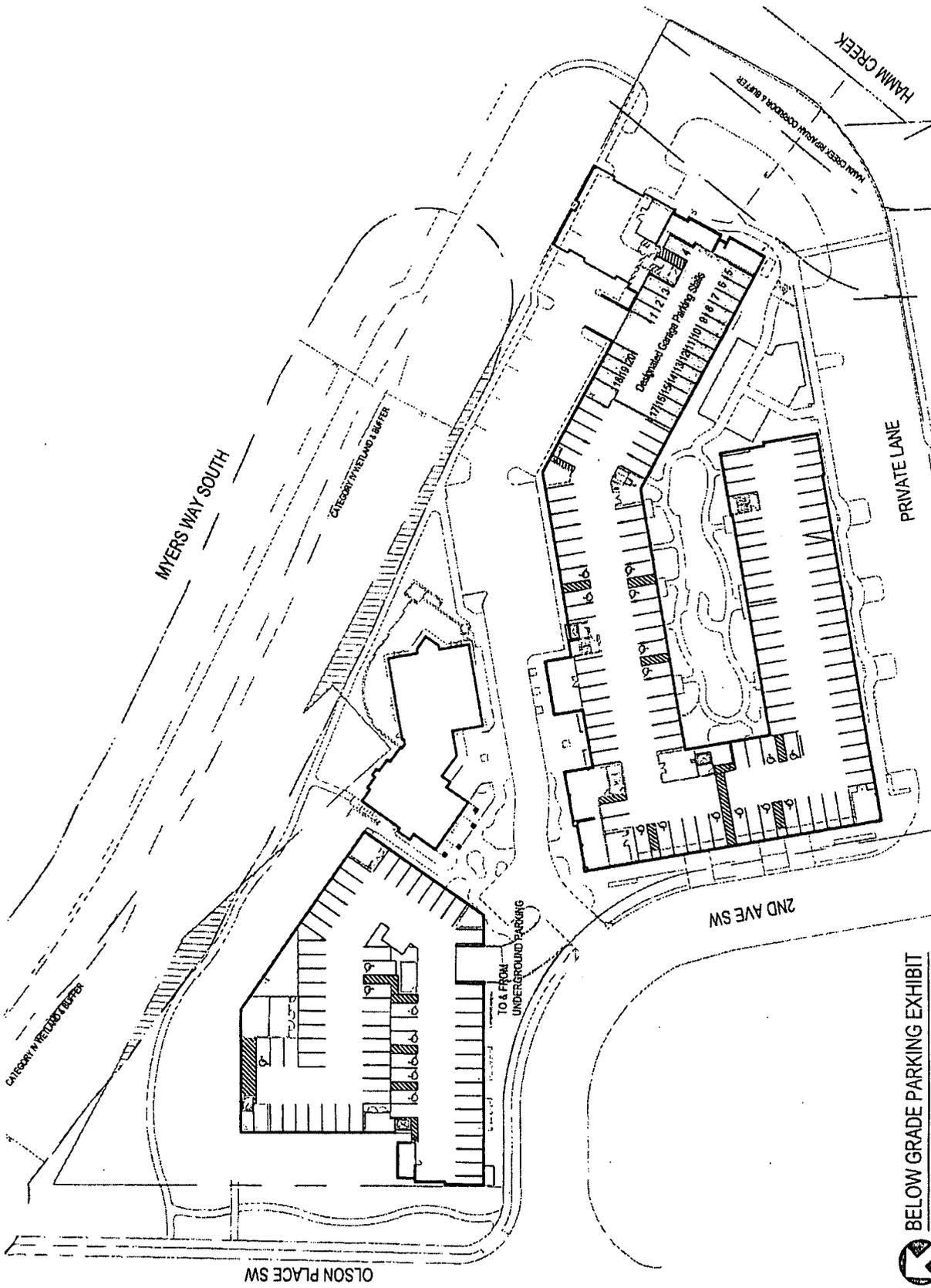
ARROWHEAD SENIOR HOUSING ASSOCIATES, L.P.
 OCTOBER 26, 2007



ARROWHEAD GARDENS AFFORDABLE SENIOR HOUSING
 SEATTLE, WASHINGTON
 Exhibit F - Architectural Site Plan and Parking Exhibits
 Surface Parking

SURFACE PARKING EXHIBIT
 NOT TO SCALE





BELOW GRADE PARKING EXHIBIT
 NOT TO SCALE

ARROWHEAD GARDENS AFFORDABLE SENIOR HOUSING
 SEATTLE, WASHINGTON

Arrowhead Senior Housing Associates, L.P.
 Exhibit F - Architectural Site Plan and Parking Exhibits
 Below Grade Parking



OCTOBER 26, 2007



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
FFD	Hillary Hamilton/x40421	Tyler Running Deer/x48075

Legislation Title:

An ordinance relating to the Joint Training Facility project, located at 9401 Myers Way S. in Seattle; authorizing the amendment and restatement of the parking covenant approved by Ordinance 121122.

• **Summary of the Legislation:**

This legislation authorizes the amendment and restatement of a Parking Covenant for 82 parking stalls on the site immediately to the north of the Joint Training Facility. The amended and restated parking covenant reflects a final design of the parking spaces, an operations and management plan, and a revised allocation of expenses for operations and maintenance.

• **Background:**

In April 2003, ordinance 121122 authorized the acquisition of a 2.43 acre parcel of land for \$1,361,435 from the DISTRICT COUNCIL #5 APPRENTICESHIP AND TRAINING TRUST FUND (“District Council #5”), formerly known as the Western Washington Painters and Allied Trades Apprenticeship and Training Trust Fund and also formerly known as the “Allied Trades” for the Joint Training Facility. A 30-year Parking Covenant which provided the City with 82 parking spaces on adjacent land owned by the Allied Trades was included in the purchase price. However, the exact location of these parking spaces had not been identified by Closing, because the seller had not yet determined the design for the site’s redevelopment.

The Allied Trades has subsequently entered into a contract to sell their remaining property to Arrowhead Senior Housing Associates Limited Partnership (“Arrowhead”) for development of an affordable retirement apartment community for seniors. Arrowhead has worked collaboratively with the Fleets and Facilities Department to prepare an amended and restated Parking Covenant that incorporates 82 parking spaces (in a combination of surface and garage stalls) in locations that are the closest and most convenient to the Joint Training Facility. The revised and restated Parking Covenant now includes a detailed parking management plan as well as an operations and maintenance plan.

In the original Parking Covenant, the City was responsible for half of the operations and maintenance costs associated with the area of covenanted surface parking. Because the new development plan makes it difficult to allocate costs, Arrowhead takes on full responsibility for these expenses.

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



After recording return to:

CITY OF SEATTLE
Hillary Hamilton
Fleets and Facilities Department
Real Estate Services Division
P.O. Box 94689
700 Fifth Avenue, Suite 5200
Seattle, Washington 98104

Grantor(s):	District Council #5 Apprenticeship and Training Trust Fund, a 501(c)(3) non-profit ERISA and Taft-Hartley Trust Fund; and Arrowhead Senior Housing Associates Limited Partnership, a Washington limited partnership
Grantee(s):	City of Seattle, a Washington municipal corporation
Legal Description (Abbreviated):	Portion of Parcels A and B, City of Seattle Short Plat No. 2400518, recorded under King County Recording No. 20050912900007. Complete Legal Description is set forth on Exhibit C attached hereto (Page 22)
Assessor's Tax Parcel ID No(s).	3124049216; and 3124049205
Reference No(s). of Related Documents:	Parking Covenant, Recorded Under King County Recording No. 20030527002254.

FILED
CITY OF SEATTLE
07 DEC 24 PM 2:54
CITY CLERK

AMENDED AND RESTATED PARKING COVENANT

THIS AMENDED AND RESTATED PARKING COVENANT (the "Covenant Agreement") is entered into as of December 3, 2007 by and among the DISTRICT COUNCIL #5 APPRENTICESHIP AND TRAINING TRUST FUND ("**District Council #5**"), formerly know as the Western Washington Painters and Allied Trades Apprenticeship and Training Trust Fund and formerly also known as the "Allied Trades," a 501(c)(3) non-profit ERISA and Taft-Hartley Trust Fund located in the State of Washington, and ARROWHEAD SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP ("**Arrowhead**"), a Washington limited partnership (District Council #5 and Arrowhead are sometimes hereinafter individually and collectively referred to as the "**Grantor**"), and the CITY OF SEATTLE, a Washington municipal corporation (hereinafter referred to as the "**Grantee**"). Except as otherwise expressly provided herein, this Covenant Agreement amends, restates and supersedes in its entirety the Parking Covenant entered into by and between District Council #5 and the Grantee dated as of January 21, 2003 and recorded under King County recording number 20030527002254 (the "**Original Covenant**"), a true and correct copy of which is attached hereto as **Exhibit A**.

RECITALS

1. District Council #5 is the owner in fee simple of two (2) contiguous parcels of real property containing in the aggregate approximately 3.98 acres located at 9200 – 2nd Avenue SW, Seattle, Washington 98106, as illustrated on the Parcel Maps attached hereto as **Exhibit B** and as legally described on **Exhibit C** attached hereto (collectively, the "**Grantor's Property**").
2. On May 27, 2003, the Grantee purchased from District Council #5, and is presently the owner in fee simple of certain real property as illustrated on the Parcel Map attached hereto as **Exhibit D** and legally described on **Exhibit E** attached hereto (the "**Grantee's Property**"). As a separately identified part of the consideration for that transaction, District Council #5 and the Grantee entered into the Original Covenant, pursuant to which the District Council #5 granted to the Grantee, for value received, a parking covenant which runs with the land, burdens the Grantor's Property and benefits the Grantee's Property.
3. At the time of execution of the Original Covenant, the Grantor's Property and a portion of the Grantee's Property were improved as surface parking. The burden on the Grantor's Property created by Original Covenant consists of 82 legally established parking stalls benefiting the Grantee's Property.
4. Pursuant to Paragraph 2 of the Original Covenant, the 82 legally established parking stalls are to be located on an area of the Grantor's Property adjacent to the "Roadway

Easement.” The precise location of each of the 82 legally established parking stalls was intended to be upon the existing parking surface of the Grantor’s Property, and the parties intended that the Original Covenant would be amended to the extent necessary to specifically identify and locate such parking stalls at such time as the final design for redevelopment of the Grantor’s Property was completed.

5. The common boundary line between the burdened and benefitted properties is presently improved with a 40-foot wide private access drive easement which provides vehicular and pedestrian access to the Grantor’s Property and the Grantee’s Property connecting 2nd Avenue SW and Myers Way South and labeled as illustrated on the Architectural Site Plan and Parking Exhibits attached hereto as **Exhibit F**.

6. Pursuant to an Assignment Agreement dated effective as of January 31, 2007, Tye International Corporation, and Pacific Northern Construction Company, Inc., Washington corporations (collectively, the “Assignor”), assigned to Arrowhead all of their right, title and interest in that certain Real Estate Purchase and Sale Agreement dated as of April 18, 2006 entered into by and between the Assignor, as Buyer, and the District Council #5, as Seller, relating to the purchase and sale of the Grantor’s Property, as amended by that certain Amendment No. 1 to Real Estate Purchase and Sale Agreement dated as of October 23, 2006 and that certain Amendment No. 2 to Real Estate Purchase and Sale Agreement dated as of June 29, 2007 (collectively, as amended, the “Purchase Contract”), and Arrowhead assumed all of the obligations of Assignor, as Buyer, under the Purchase Contract, with the acknowledgement and consent of District Council #5, as Seller.

7. Arrowhead intends to acquire the Grantor’s Property from District Council #5 and intends to redevelop the Grantor’s Property as an affordable retirement apartment community for seniors.

8. The parties now wish to amend and restate the Original Covenant, and to relocate and fix the 82 legally established parking stalls in such a manner and at such locations as will permit Arrowhead to proceed with its proposed development of the Grantor’s Property.

COVENANT AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth in this Covenant Agreement and other valuable consideration, the Grantor for itself, its heirs, successors and assigns, hereby grants to the Grantee and the Grantee hereby accepts the parking use and access covenant, which is intended to run with the land, benefiting the Grantee’s Property and burdening the Grantor’s Property, all as described in this Covenant Agreement.

A. Arrowhead Project; Grant and Acceptance of Covenant Agreement

1. Arrowhead intends to construct a mixed-use development consisting of an affordable retirement apartment community for seniors and certain commercial/retail space, including an estimated 191 garage parking stalls, 78 surface parking stalls, and various interior and exterior common areas and facilities (collectively, the "**Project**"), as illustrated on the Architectural Site Plan and Parking Exhibit attached hereto as **Exhibit F**. Arrowhead has applied for the issuance of a Master Use Permit with respect to the Project.

2. The Grantor, by the execution and delivery of this amendment and restatement of the Original Covenant Agreement, grants to the Grantee the right to use and access 82 specifically identified and designated parking stalls (the "**Designated Parking Stalls**") in and upon the Grantor's Property as set forth in this Covenant Agreement. In consideration of that undertaking, upon execution and delivery of this Covenant Agreement, the Grantee agrees to accept the rights set forth in this Covenant Agreement with respect to the use and access to the Designated Parking Stalls for the term set forth herein in lieu of the rights set forth in the Original Covenant.

B. Designated Parking Stalls; Access and Parking Use Easements.

1. The Architectural Site Plan and Parking Exhibit attached hereto as **Exhibit F** illustrates (i) the layout and location (by number) of the Designated Parking Stalls to be created by Arrowhead as part of the Project, including 62 surface parking stalls and 20 below grade stalls, including 21 stalls adjacent to the northern boundary of the Private Access Drive (the "**Access Drive Parking Strip**"), 41 parking stalls in the surface parking lot located adjacent to the eastern boundary of the Grantor's Property and Myers Way South (the "**New Surface Parking Lot**"), and 20 parking stalls in the southern below grade parking garage (the "**South Parking Garage**"), and (iii) the various access points, entrances, driveways, drive aisles, sidewalks and pathways providing vehicular and pedestrian ingress to and egress from the Grantor's Property and the adjacent public rights-of-way (collectively, the "**Vehicular and Pedestrian Access and Circulation Areas**").

2. During the term of this Covenant Agreement, the eighty two (82) Designated Parking Stalls located on the Grantor's Property shall be maintained and reserved by the Grantor for the exclusive use by the Grantee during weekdays only, Monday through Friday (the "**Designated Days**"), during the hours of 7:00 a.m. through 7:00 p.m. (the "**Designated Hours**"), except as otherwise provided in Paragraph 6 of this Section B of the Covenant Agreement.

3. During the term of this Covenant Agreement, the Grantee shall have the sole right to authorize the use of the Designated Parking Stalls. Authorized users shall be required to register their vehicles and to identify the parking stalls occupied with the Grantee as indicated in Section C hereof.

4. On an interim basis, prior to completion of Project construction, the Designated Parking Stalls for the Grantee's use shall consist of any eighty two (82) surface parking stalls located on the Existing Surface Parking Lot adjacent to the Private Access Drive. During that interim period, Grantor shall maintain in good repair, the Private Access Drive, the parking surface pavement and markings for the Designated Parking Stalls.

5. Following the completion of Project construction, the Designated Parking Stalls to be reserved for and utilized by the Grantee on the Designated Days during the Designated Hours, as identified on **Exhibit F**, shall consist of: (i) 21 surface parking stalls numbered 9 through 29 located in the Access Drive Parking Strip (the "**Designated Access Drive Parking Stalls**"); (ii) 41 surface parking stalls numbered 32 through 72 (the "**Designated Surface Parking Lot Stalls**"); and (iii) 20 garage parking stalls located inside the South Parking Garage (the "**Designated Garage Parking Stalls**").

6. During the period of construction of the Project, Arrowhead shall maintain for use by Grantee, 82 Designated Parking Stalls. Arrowhead and its general contractor shall use their best efforts to maintain on-site for use by the Grantee on the Designated Days during the Designated Hours as many of the eighty two (82) Designated Parking Stalls as is reasonably and safely possible, either on the Existing Surface Parking Lot in the area adjacent to the Private Access Drive or the Access Drive Parking Strip, and/or, when complete and safe for use in the sole and absolute discretion of the Grantee, in the New Surface Parking Lot. Arrowhead shall, at least six (6) weeks prior to commencing construction, notify the Grantee of the date on which construction will begin, before removing and relocating any of the existing or interim Designated Parking Stalls, instituting or modifying the interim parking arrangement described in this Paragraph 6 (the "Interim Parking Arrangement"). In lieu of any of the eighty two (82) Designated Parking Stalls which cannot reasonably and safely be maintained within 400 feet of the Private Access Drive, for use by the Grantee on the Designated Days, during the Designated Hours and during the period of construction of the Project, the Grantor or its general contractor shall be required to institute an Interim Parking Arrangement to provide an equivalent number of off-site parking stalls at a location within a distance of not more than approximately one-quarter (1/4) mile from the Grantee's Property (the "**Off-Site Location**"); provided, however, that the Grantor or its general contractor shall provide, at no cost to the Grantee or the Grantee's employees and visitors, either (i) a shuttle to the Grantee's Joint Training Facility (the "JTF") from the Off-Site Location and from the JTF to the Off-Site Location, or (ii) valet parking service from a convenient location adjacent to the Private Access Drive across from the entrance to the JTF. If a shuttle between the off-site location and the JTF is provided, it shall operate as follows:

a. Every 2 weeks, the Grantee shall provide the Grantor with a schedule indicating the start and end times of the classes and meetings to be held at the JTF for the following two week period.

b. The shuttle service shall commence 30 minutes before the beginning of any class or meeting continuously until 45 minutes after a class or 30 minutes after a meeting begins. During these periods the shuttle shall be based at the Off-Site Location before a class or meeting begins, so that it returns there after bringing people to the JTF.

c. The shuttle service shall commence 5 minutes before the scheduled end time of classes and meetings and continue for 30 minutes. For return shuttle service to the off-site parking location, the shuttle shall be based at the main entrance to the JTF, returning there after each delivery to the Off-Site Location.

d. The Grantor shall post a sign at the Off-Site Location that includes the phone number for JTF visitors and employees to call for the shuttle if they arrive at the off-site parking location or need to leave the JTF for the Off-Site Location at times that are not included in Paragraph 6.b. and Paragraph 6.c. above. The location and wording of the sign shall be approved by both the Grantee and Grantor, which approval shall not be unreasonably withheld.

e. Shuttle service shall not require more than a five (5) minute wait for pick-up.

f. The shuttle service shall be for the visitors to and employees of the JTF.

g. The shuttle vehicle(s) shall be clearly identified as a JTF parking shuttle.

h. The Interim Parking Arrangement can only be modified upon mutual consent of both the Grantor and Grantee, which approval shall not be unreasonably withheld.

7. Except as otherwise provided in Paragraph 2 of Section B of the Covenant Agreement, the Grantee and the Grantee's authorized users shall be strictly prohibited from using (i) the 8 surface parking stalls numbered 1 through 8 located in the Access Drive Parking Strip as reflected on Exhibit F attached hereto; (ii) the 6 surface parking stalls numbered 30 and 31 and 73 through 76 as reflected on Exhibit F attached hereto; (iii) the 2 surface parking stalls numbered 77 and 78 as reflected on Exhibit F attached hereto; (iv) any of the below grade parking stalls located in the North Parking Garage or any of the garage parking stalls located in the South Parking Garage other than the 20 garage parking stalls labeled as Designated Garage Parking Stalls as reflected on Exhibit F attached hereto; or (vi) any of the Designated Parking Stalls on any days other than the Designated Days or during any hours other than the Designated Hours.

8. The Grantor and its employees, contractors, and visitors, as well as the employees, contractors, visitors, tenants and residents of the Project, shall be strictly prohibited from using any of the 82 Designated Parking Stalls during the Designated Days during the Designated Hours.

9. The Grantor hereby grants to the Grantee and the Grantee's authorized users vehicular and pedestrian access and parking use easements over and across the Vehicular and Pedestrian Access and Circulation Areas providing vehicular and pedestrian ingress to and egress from the Grantor's Property and the adjacent public rights-of-way, and vehicular and pedestrian ingress to and egress from and circulation around the Access Drive Parking Strip, the New Surface Parking Lot, the Traffic Circle, the North Parking Garage and the South Parking Garage and the Designated Parking Stalls to facilitate vehicular and pedestrian access to and use of the Designated Parking Stalls on the Designated Days during the Designated Hours.

C. Parking Management Plan; Maintenance; and Taxes.

1. Following the completion of construction of the Project, the Designated Parking Stalls shall be marked as reserved exclusively for use by the Grantee on the Designated Days during the Designated Hours. The Grantee shall participate in the design, wording and location of the markings, and shall have final approval of the markings of the designated stalls. For example, the surface of the Designated Access Drive Parking Stalls and the Designated Surface Parking Lot Stalls shall be marked with high contrast paint as follows: "Reserved for JTF Use, M – F, 7:00 am – 7:00 pm. Violators will be towed without warning at their own expense." Alternatively, signs approximately 18" in length and 12" in width on metal posts approximately 5 feet in height with substantially similar markings shall be posted at the head-in ends of the Designated Access Drive Parking Stalls and the Designated Surface Parking Lot Stalls approximately every fifth Parking Stall and signs approximately 18" in length and 12" in width with substantially similar markings shall be posted on the walls of the South Parking Garage approximately 5 feet above the Designated Garage Parking Stalls approximately every fourth Parking Stall; provided, however, that such Designated Parking Stalls shall be numbered and such signs shall designate by number which Designated Parking Stalls are so reserved. Any additional signs or markings to the Designated Parking Stalls by the Grantee or its authorized users shall require the prior written consent of the Grantor, which consent shall not be unreasonably withheld. Any unauthorized signs or markings placed on the surface of the Designated Parking Stalls or the walls of the South Parking Garage by the Grantee or the employees of the Grantee shall be removed at the Grantee's expense and the Grantee shall repair any damage or injury to the Designated Parking Stalls or the walls of the South Parking Garage caused by such removal; if not so removed by the Grantee, then the Grantor may have the same so removed at the Grantee's expense.

2. The Designated Parking Stalls shall be used exclusively for parking of passenger vehicles (including vans and pickup trucks), and all vehicles parking in the Designated Garage Parking Stalls shall be subject to any height restrictions posted at the entrance of the South Parking Garage.

3. The Grantee shall furnish a registration list of the authorized vehicles allowed to use and access the Designated Parking Stalls to the Grantor not more frequently than three times per day, as agreed upon by Grantor and the Grantee. Any vehicle marked "City of Seattle" that is clearly designated as such by the official City logo attached to the vehicle, or with an "Exempt" license plate, shall automatically be considered as "authorized" by the Grantee. The Grantor shall notify the Grantee of vehicles it believes may not be authorized vehicles in the Designated Parking Stalls. Within 30 minutes of such notification, the Grantee shall confirm or deny authorization of the vehicles. If vehicles are determined not to be authorized by the Grantee, the Grantor shall have the vehicle towed within 45 minutes. An undetermined number of Designated Parking Stalls will be assigned to Grantee staff. The Grantee shall furnish its staff with an appropriate parking identification for display on the user's vehicle as agreed upon by Grantor and the Grantee. The Grantor shall supply access cards to the Grantee to provide access to the South Parking Garage for users and vehicles

authorized to park in the Designated Garage Parking Stalls. The Grantee shall be responsible only for the actual cost of any lost or stolen access cards.

4. If any unauthorized vehicle is improperly parked in any of the Designated Parking Stalls during the Designated Hours, any authorized user of the Grantee who is displaced from such Designated Parking Stall shall be allowed to temporarily use another adjacent parking stall (the "Temporary Parking Stall") not included in the Designated Parking Stalls, provided that the Grantee or the authorized user of the Grantee who is so displaced promptly reports the displacement to the Grantor's management agent in management office located in Building B of the Project within 30 minutes. The authorized user of the Grantee who is displaced shall be required to move the vehicle from the Temporary Parking Stall to a Designated Parking Stall within 4 hours after the Grantee or the authorized user of the Grantee who is displaced has been informed by the Grantor that the unauthorized and improperly parked vehicle has been moved or towed. The Grantor's management agent shall monitor the vehicles in the Designated Parking Stalls at least three (3) times on the Designated Days during the Designated Hours as agreed upon by Grantor and the Grantee. In general, the Grantor's management agent shall monitor the vehicles in the Designated Parking Stalls on or about 6:30 a.m., 12:30 p.m. and 5:30 p.m., or within 45 minutes of receipt of a new or revised registration list from the Grantee. However, such monitoring schedule is subject to change (not more frequently than weekly with the approval of the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed) to accommodate changes in the Grantee's employee training schedule.

5. The Grantor shall be responsible for providing adequate lighting for vehicular and pedestrian traffic in the Vehicular and Pedestrian Access and Circulation Areas and in the areas containing the Designated Parking Stalls. In addition, the Grantor shall install and maintain a security camera system with a recording system which will monitor, among other areas, the exterior areas containing the Designated Access Drive Parking Stalls and the Designated Surface Parking Lot Stalls and the interior area of the Southern Parking Garage containing the Designated Garage Parking Stalls, for the purpose of monitoring the Designated Parking Stalls. Signs shall be posted in the area of the Southern Parking Garage containing the Designated Garage Parking Stalls indicating that a security camera or cameras are in use. The security camera system monitor shall be placed in such a location within the Grantor's management agent's management office in Building B to enable the Grantor's management agent's management personnel to readily observe the monitored areas on such monitor. However, the Grantor shall not be responsible for constantly or continuously monitoring the Designated Parking Stalls, but rather for monitoring such Designated Parking Stalls in a manner consistent with reasonable, customary and proper security practices for the management of a facility similar to the Grantor's facility and reasonably approved by the Grantee. The Grantor or the Grantor's management agent shall promptly report to the Grantee or to the Seattle police department any suspicious activity observed with regard to vehicles parked in the Designated Parking Stalls. Such suspicious activity would include any apparent attempt to enter a vehicle parked in the Designated Parking Stalls without a key, any apparent attempt to damage a vehicle parked in the Designated Parking Stalls or any suspicious activity that might harm the Grantee's employees or visitors in the process of accessing their vehicles. At the request of the Grantee, the Grantor or the Grantor's management agent shall provide

the Grantee or the Seattle police department with a recording of any such reported suspicious activity related to vehicles parked in the Designated Parking Stalls that was recorded via the security camera / recording system.

6. Notwithstanding anything to the contrary in Paragraph 3 of the Original Covenant, the Grantor shall be responsible for (i) the cost of the installation and the ongoing cost of lighting in the Vehicular and Pedestrian Access and Circulation Areas and in the areas containing the Designated Access Drive Parking Stalls, the Designated Surface Parking Lot Stalls and the Designated Garage Parking Stalls; (ii) the cost of all maintenance and repairs in and around the Vehicular and Pedestrian Access and Circulation Areas and the areas containing the Designated Access Drive Parking Stalls, the Designated Surface Parking Lot Stalls and the Designated Garage Parking Stalls, including landscaping; provided, however, that the Grantee shall be responsible for repairing or restoring any damage to the Vehicular and Pedestrian Access and Circulation Areas or the areas containing the Designated Access Drive Parking Stalls, the Designated Surface Parking Lot Stalls and the Designated Garage Parking Stalls proven to be caused by the Grantee's officials, employees, contractors, agents, representatives or visitors, or by the vehicles operated by the Grantee's officials, employees, contractors, agents, representatives or visitors; and (iii) all real property taxes (if any) assessed against or allocable to the areas containing the Designated Parking Stalls.

D. Insurance; Indemnities; and Claims.

1. Minimum Insurance Coverages and Limits of Liability.
 - a. During the period of construction, and thereafter for the ongoing operation and maintenance, of the Project, Grantor shall, at all times during the term of this Covenant Agreement, at its own expense, continuously maintain in full force and effect Commercial General Liability ("CGL") insurance and, if necessary, specific excess and/or umbrella liability insurance, so as to provide a limit of liability of not less than \$5,000,000 each occurrence bodily injury and property damage combined single limit ("CSL").
 - b. Maintenance of an Owner-Controlled Insurance Program ("OCIP") or a Contractor-Controlled Insurance Program ("CCIP") with a limit of liability of not less than \$5,000,000 each occurrence during the period of construction shall be deemed to satisfy the requirement of Paragraph D.1.a., but only during the period of construction.
2. Terms and Conditions of Insurance.
 - a. "The City of Seattle" shall be included as an additional insured for primary and non-contributory limits of liability under each CGL policy.
 - b. If an OCIP or CCIP insurance policy is maintained during the period of construction, the Grantee shall be included as an additional insured for primary and non-contributory limits of liability. The Grantee shall remain as an additional insured for primary and non-contributory limits of liability

under such insurance until completion of construction of the Project and thereafter for three (3) years as per the Insurance Services Office (ISO) additional insured endorsement form CG 20 26 or equivalent as amended by the ISO endorsement form CG 20 37 or equivalent. The ISO additional insured endorsement form series CG 20 09, CG 20 10 and CG 20 33 or equivalent are not acceptable as those forms specify that additional insured status is limited to performance of operations for the additional insured Grantee by Grantor (or, during the period of construction under an OCIP or CCIP policy, for the Grantee by Grantor's contractor) and no such operations are performed for the Grantee under this Covenant Agreement.

- c. The coverages and limits of liability specified above in Paragraph D.1. are minimum coverages and limits of liability only. Where the Grantee is required to be an additional insured under CGL (or, if applicable during the period of construction, under an OCIP or CCIP) it shall be an additional insured for the full scope of coverage and for the full limits of liability of insurance available to Grantor, whether such limits of liability are primary, excess, contingent or otherwise.
- d. The term "insurance" wherever used herein shall include "self-insurance" and shall also include any form of alternative risk financing mechanisms, including capital market solutions. Where Grantor is required to provide additional insured status to the Grantee and Grantor's risk financing mechanism is funded by other than a registered property/casualty insurer and is under a self-insured retention or similar arrangement, Grantor shall protect the Grantee as if a standard ISO CGL policy were in force with the Grantee as an additional insured for primary and non-contributory limits of liability.
- e. The liability insurance coverage specified in Paragraph D.1. shall include any activity undertaken pursuant to an Interim Parking Arrangement, including any activity undertaken at an Off-Site Location or in transit to or from an Off-Site Location.
- f. Insurers shall maintain A.M. Best's ratings of not less than A- VII unless insurance has been procured as surplus lines under the provisions of Chapter 48.15 Revised Code of Washington ("RCW"). The Grantee shall grant exceptions to this requirement on a case by case basis if in its sole judgment it finds no material diminution of security. Self-insured and alternative risk financing mechanisms, including capital market solutions, that are not registered insurers shall also be subject to approval by the Grantee in its sole judgment on a case-by-case basis, and Grantor shall reasonably cooperate to secure financial and other data to facilitate the Grantee's making of any such evaluation.
- g. Each insurer must deliver or mail written notice of cancellation to the Grantee at least thirty (30) days before the effective date of the cancellation, except ten (10) days with respect to cancellation for

nonpayment of premium, or as may otherwise be required under the provisions of RCW 48.18.290 or any subsequent relevant statute. Grantor and the Grantee mutually agree that the Grantee, as an additional insured, is a person who has an interest in any loss which may occur under the liability insurance policy as described in RCW 48.18.290 (1) (e).

- h. In recognition of the extended term of this Covenant Agreement, Grantor agrees that the Grantee, upon each five (5) year anniversary of the execution of this Covenant Agreement, may re-evaluate the provisions of this Section D. and may make such reasonable amendments as Grantor deems necessary to such provisions to reflect changing insurance industry and risk management standards and practices and inflation, and, provided that such amendments are commercially reasonable and such coverages are reasonably available in the commercial liability insurance market, the Grantor's consent to such amendments shall not be unreasonably withheld.

3. Certification of Insurance.

- a. Grantor shall cause the Grantee to be provided with certification of insurance acceptable to the Grantee evidencing such minimum levels of coverage and limits of liability as specified in Paragraph D.1., and documenting compliance with the terms and conditions as specified in Paragraph D.2. prior to the start of any construction activity. Grantor shall continue to cause certification of valid and current insurance to be continuously maintained on file throughout the term of this Covenant Agreement. Such certification of insurance shall be delivered to Fleets and Facilities Department, Property Management Services, 700 5th Avenue, Suite 5200, P.O. Box 94689, Seattle, WA 98124 and an electronic copy delivered by facsimile to (206) 470-1279 or as an email attachment to riskmanagement@seattle.gov.
- b. The minimum insurance certification shall consist of (i) a certificate of insurance describing coverages, limits of liability and terms and conditions as specified in Section D.1. and D.2., and (ii) an actual copy or copies of the insurance policy provision(s) documenting that "The City of Seattle" is an additional insured under a CGL (and, if applicable, an OCIP or CCIP) for primary and non-contributory limits of liability.
- c. In the event that the Grantee tenders a claim or lawsuit to Grantor's (or Grantor's general contractor's) insurer for defense and indemnity, and the Grantee's tender invoking its additional insured status for primary and non-contributory limits of liability for such claim or lawsuit is denied or made subject to a reservations of rights by the insurer, Grantor shall cause a true and complete certified copy of the relevant insurance policy(ies) (with premiums and rates redacted, if so desired by Grantor) to be timely delivered to the Grantee.

4. Indemnification.

- a. Arrowhead agrees to indemnify, defend and hold harmless the Grantee, its officials, employees, contractors, agents, representatives and visitors, from any and all Claims (as defined below in Paragraph D.4.d. of this Covenant Agreement) arising out of or relating to the construction or the operation of the Project or the related activities of Arrowhead, their general contractor, subcontractors, suppliers, management agents, or the employees, agents or representatives thereof, except to the extent such Claim may result from the gross negligence or willful misconduct of the Grantee, its officials, employees, agents, representatives and visitors.
- b. The Grantee agrees to indemnify, defend and hold harmless the Grantor, its partners, employees, contractors, agents, representatives and visitors, from any and all Claims (as defined below in Paragraph D.4.d. of this Covenant Agreement) arising out of or relating to the use of the Designated Parking Stalls, the Vehicular and Pedestrian Access and Circulation Areas or the areas containing the Designated Parking Stalls, by the officials, employees, contractors, agents, representatives and visitors of the Grantee or the related activities of the officials, employees, contractors, agents, representatives and visitors of the Grantee, except to the extent such Claim may result from the gross negligence or willful misconduct of the Grantor, or the partners, employees, contractors, agents, representatives or visitors of the Grantor.
- c. Each party hereto waives each and every Claim (as defined below in Paragraph D.4.d. of this Covenant Agreement) which arises or may arise in its favor and against the other party hereto during the Term of this Covenant Agreement for any and all loss of, or damage to, any property, which loss or damage is covered by valid and collectible property or casualty insurance to the extent that such loss or damage is recoverable under said insurance policies. The foregoing mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Covenant Agreement with respect to any loss of or damage to, property of the parties hereto. Inasmuch as the foregoing mutual waivers will preclude the assignment of any Claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto hereby agrees to give to each insurance company which has issued to it policies of property or casualty insurance, written notice of the terms of such mutual waivers, and to have such policies of insurance properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of such waivers.
- d. For purpose of Section D of this Covenant Agreement, "Claims" means any and all liabilities, damages, obligations, losses, costs, expenses, suits or claims, whether for bodily injury or death, property damage, or otherwise, including, without limitation, reasonable attorneys fees and costs.

E. **Term; Termination.**

1. The term of this Covenant Agreement shall commence on the date that it is executed and delivered by each of the parties hereto and shall terminate at midnight on February 20, 2033, unless earlier terminated by the Grantee in its sole and absolute discretion.

2. The parties hereto acknowledge and agree that one of the principal purposes of this Covenant Agreement is to provide accessory parking for the benefit of the Grantee in accordance with Section 23.54.025 of the Seattle Municipal Code (SMC) or any successor ordinance. Accordingly, upon termination of this Covenant Agreement for any reason, both the Grantor and the Grantee hereby agree to immediately notify the Director of Department of Planning and Development of the City of Seattle that the Grantor's Property shall no longer be used to provide accessory parking for the benefit of the Grantee in accordance with SMC 23.54.025, and the Grantee hereby agrees to either replace or relocate to another property the lost accessory parking represented by the Designated Parking Stalls by reason of the termination of this Covenant Agreement within thirty (30) days of such termination or to apply to the Department of Planning and Development of the City of Seattle for a variance from such accessory parking requirements within fourteen (14) days of the termination of this Covenant Agreement in accordance with SMC 23.54.025.

F. **Binding Effect; No Other Modifications.**

1. The easements, benefits, burdens and obligations hereunder shall create mutual covenants, benefits and servitudes upon the Grantor's Property (as provided herein) running with the land for the benefit of the Grantee's Property described on Exhibit E attached hereto. This Covenant Agreement shall create privity of contract and estate between the Grantor and the Grantee and their respective heirs, representatives, successors, assigns and transferees. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Grantor's Property (including both Parcel A and Parcel B thereof) to or for the benefit of the general public or for any public purposes whatsoever, except as expressly provide herein. The parties hereto understand and agree that this Covenant Agreement is and shall be binding upon and shall inure to the benefit of the parties and their successors, assigns, officers, employees and agents.

2. The Grantee shall not assign this Covenant Agreement, in whole or in part, without the prior written consent of the Grantor, which consent may not be unreasonably withheld.

3. The terms and conditions set forth in this Covenant Agreement are intended by the parties as a full and final expression of their understanding and agreement with respect to the subject matter of this Covenant Agreement and may not be contradicted or modified by evidence of any oral agreement. The parties also intend this Covenant Agreement to be the complete and exclusive statement of its terms and conditions, and that no extrinsic evidence whatsoever may be introduced to vary or contradict the plain language of it in any judicial proceeding involving this Covenant Agreement. Except as otherwise expressly provided herein, this Covenant Agreement amends, restates and supersedes in its entirety the Original Covenant. This Covenant Agreement may not be altered or modified except by a written instrument executed by all parties.

4. For purposes of this Covenant Agreement, prior to the date that Arrowhead acquires the Grantor's Property, the "Grantor" shall mean District Council #5, and on or after the date that Arrowhead acquires the Grantor's Property, the "Grantor" shall mean Arrowhead. After the date that Arrowhead acquires the Grantor's Property, District Council #5 shall have no further obligations hereunder and Arrowhead and the Grantee shall indemnify District Council #5 against any liability or Claims (as defined above in Paragraph D.4.d. of this Covenant Agreement) arising hereunder.

5. This Covenant Agreement shall be executed by the parties prior to the date that Arrowhead acquires the Grantor's Property and shall be recorded with King County against the Grantor's Property at the time of closing of the purchase of the Grantor's Property by Arrowhead and shall be superior in right to Grantor's and Arrowhead's title position as respects the rights conferred upon Grantee herein. If Arrowhead fails to acquire the Grantor's Property prior to the expiration of the Purchase Contract (including any extensions thereof), then this Covenant Agreement shall terminate and neither the Grantor nor the Grantee shall have any further obligations hereunder, and the agreement between District Council #5 and the Grantee shall revert to the Original Covenant.

6. This Covenant Agreement shall be subject to approval by ordinance adopted by the Seattle City Council. However, if the Seattle City Council fails to approve this Amended and Restated Covenant Agreement within ninety (90) following the execution hereof, then this Covenant Agreement shall terminate and neither Grantor nor the Grantee shall have any further obligations hereunder except as expressly provided herein, and the agreement between the Grantor and the Grantee shall revert to the Original Covenant; provided, however, that, notwithstanding the foregoing, nothing in this Covenant Agreement or in the Original Covenant shall be interpreted as requiring the consent of the City of Seattle in its capacity as the Grantee under this Covenant Agreement or the Original Covenant for Arrowhead to proceed with the construction of the Project pursuant to valid permits issued by the City of Seattle in its permitting and regulatory capacity provided that Arrowhead continues to maintain the Grantee's right to use and access 82 legally established parking stalls in accordance with the Original Covenant, in which case the Grantee shall exercise its reasonable discretion under the Original Covenant in terms of the location of such 82 legally established parking stalls to accommodate the construction of the Project by Arrowhead.

7. This Covenant Agreement shall be governed by the laws of the State of Washington. Any dispute relating to this Covenant Agreement shall be in the King County Superior Court, Seattle, Washington. In the event of any dispute arising between Grantor and Grantee with respect to this Covenant Agreement which cannot be resolved by the parties, including but not limited to the Parking Management Plan, the dispute shall be submitted to a mutually acceptable mediator and each party shall in good faith participate in mediation in an effort to resolve the dispute. If the parties are unable to agree on a mutually acceptable mediator, they shall each name a person who shall then collectively select a mediator. If the parties are unable to resolve the dispute in mediation, either party may bring an action in the Washington State Superior Court for King County at Seattle. In the event suit is brought to enforce any provision of this Covenant Agreement (including but not limited to the Parking Management Plan), in addition to such other relief as may be determined by the court, the substantially prevailing party shall recover its attorney fees and costs.

[The remainder of this page is intentionally left blank. The executing signatures of the parties are on the following signature page.]

Signature Page

IN WITNESS WHEREOF, the undersigned parties have executed this Covenant Agreement effective as of the day and year first above written.

District Council #5: DISTRICT COUNCIL #5 APPRENTICESHIP AND TRAINING TRUST FUND, a 501(c)(3) non-profit ERISA and Taft-Hartley Trust Fund located in the State of Washington

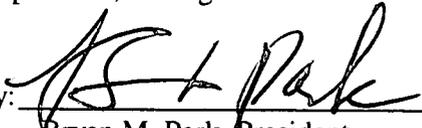
By: _____
Mike Cassidy, Chairman

By: _____
Mike Ball, Secretary

Arrowhead: ARROWHEAD SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP, a Washington limited partnership

By: Arrowhead Park Development Associates, a Washington limited liability company, General Partner

By: Pacific Northern Construction Company, Inc., a Washington corporation, Manager

By:  _____
Bryan M. Park, President

Grantee: CITY OF SEATTLE, a Washington municipal corporation

By:  _____

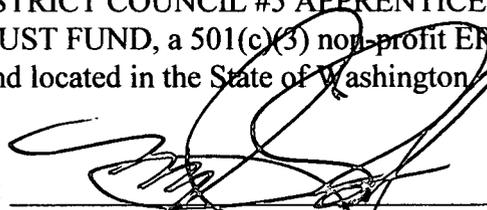
Name: Brenda Bauer

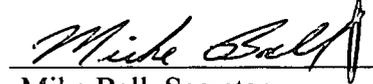
Title: Director, Fleets & Facilities Dept.

Signature Page

IN WITNESS WHEREOF, the undersigned parties have executed this Covenant Agreement effective as of the day and year first above written.

District Council #5: DISTRICT COUNCIL #5 APPRENTICESHIP AND TRAINING TRUST FUND, a 501(c)(3) non-profit ERISA and Taft-Hartley Trust Fund located in the State of Washington

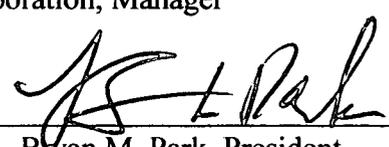
By:  12/03/07
Mike Cassidy, Chairman

By: 
Mike Ball, Secretary

Arrowhead: ARROWHEAD SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP, a Washington limited partnership

By: Arrowhead Park Development Associates, a Washington limited liability company, General Partner

By: Pacific Northern Construction Company, Inc., a Washington corporation, Manager

By: 
Bryan M. Park, President

Grantee: CITY OF SEATTLE, a Washington municipal corporation

By: _____
Name: _____
Title: _____



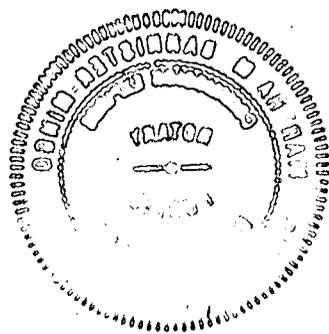


EXHIBIT A

ORIGINAL COVENANT

[See the attached true and correct copy of the Original Covenant]

WHEN RECORDED RETURN TO
JOAN ROSENSTOCK
THE CITY OF SEATTLE, FLEETS & FACILITIES DEPT
14TH FLOOR, ALASKA BUILDING, 618 SECOND AVE
SEATTLE, WA 98104



20030527002254
CHICAGO TITLE COV 24.00
PAGE 001 OF 000
05/27/2003 13:28
KING COUNTY, WA



CHICAGO TITLE INSURANCE COMPANY

DOCUMENT TITLE (s)
1 PARKING COVENANT
2 FILED BY CHICAGO TITLE INSURANCE CO. Order Number: 001072328
3
4 REF.# 1072328-6 (61)

REFERENCE NUMBER(S) OF DOCUMENT ASSIGNED OR RELEASED
 Additional reference numbers on page _____ of document

GRANTOR (s) :
1 THE WESTERN WASHINGTON PAINTERS & ALLIED
2 TRADES APPRENTICESHIP AND TRAINING TRUST
3
 Additional names on page _____ of document

GRANTEE (s) :
1 THE CITY OF SEATTLE
2
3
 Additional names on page _____ of document

ABBREVIATED LEGAL DESCRIPTION:
PORTION OF PARCEL B OF CITY OF SEATTLE LOT BOUNDARY
ADJUSTMENT RECORDED UNDER RECORDING NUMBER 20020426900001.
 Complete legal description is on page 2 of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER (s) :
PORTION OF: 312404-9205-05
Additional Tax Accounts are on page _____ of document

Note This cover sheet is prepared to conform to the requirements of Chapter 143, Laws of 1996
Nothing on this sheet alters the names, legal description or other information in the attached document
The only purpose of this cover sheet is to assist the auditor in indexing the document in
conformance with statute

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

COVER2/RDA/0999

Exhibit A - Original Covenant



PARKING COVENANT

For and in consideration of the mutual promises, provisions and agreements contained in that certain Purchase and Sale Agreement executed between The Western Washington Painters & Allied Trades Apprenticeship and Training Trust ("Allied Trades") as Grantor and the City of Seattle as Grantee and dated 1-21-2003, 2003, the parties hereby enter into this covenant relating to off-site accessory parking which shall be recorded with King County in Compliance with SMC 23.54.025

WHEREAS, the Grantor owns the property depicted on Attachment 1 herein called the "Accessory parking Site" and legally described as

New Parcel B:

A portion of the Southeast Quarter of Section 31 and of the Southwest Quarter of Section 32, all lying within Township 24 North, Range 4 East, W M , in King County, Washington,

Described as follows

Commencing at the Southeast corner of said Section 31,
Thence N 01°07'31" E, along the East line of said Section 31, for 30 00 feet to the Northerly margin of Southwest Roxbury Street,
Thence N 88°23'36" W, along said Northerly margin, for 624 14 feet to the Easterly margin of Second Avenue Southwest,
Thence N 01°03'31" E, along said Easterly margin, for 177 87 feet,
Thence S 88°23'36" E for 1019 46 feet to the Westerly margin of Myers Way South,
Thence N 18°16'47" W, along said Westerly margin, for 731 87 to The Point of Beginning for the herein described New Parcel B,
Thence S 72°10'19" W for 74 06 feet to a point of tangency with a curve to the right having a radius of 130 00 feet:
Thence Westerly and Northerly, along said curve, for an arc length distance of 116 98 feet through a central angle of 51°33'30" to a point of tangency with a line bearing N 56°16'11" W,
Thence N 56°16'11" W, along said line, for 200 12 feet to the most Easterly corner of Parcel A of City of Seattle Boundary Adjustment No 2106493 as recorded under King County Auditor's file No 20020426900001,
Thence continuing at N 56°16'11" W, along the Northwesterly line of said Parcel A, for 111 93 feet to a point of tangency with a curve to the left having a radius of 40.00 feet,
Thence Westerly, along said curve and Northwesterly line, for an arc length distance of 35 59 feet through a central angle of 50°58'22" to a point on the Easterly margin of 2nd Avenue Southwest,
Thence N 33°43'49" E, along said Easterly margin, for 185 61 feet to a point of tangency with a curve to the left having a radius of 145 00 feet,
Thence Northerly and Westerly, along said curve and Easterly margin, for an arc length distance of 202.48 feet through a central angle of 80°00'33" to a point of tangency with a line bearing N 46°16'44" W
Thence N 46°16'44" W, along said line and Easterly margin, for 42 93 feet to the Easterly margin of Olson Place Southwest,
Thence N 43°43'16" E, along said Easterly margin of Olson Place Southwest, for 264 40 feet to the Westerly margin of Myers Way South,
Thence S 18°16'47" E, along said Westerly margin of Myers Way South, for 162 70 feet to the Westerly margin of 1st Avenue South,
Thence S 01°07'31" W, along said Westerly margin of 1st Avenue South, for 165 66 feet to the South margin of vacated Olson Place Southwest,
Thence S 88°52'29" E, along said South margin, for 50 00 feet to the East line of said Section 31,

Thence N 01°07'31" E, along said East line, for 23 72 feet to the Westerly margin of Myers Way South,
Thence S 18°16'47" E, along said Westerly margin, for 457 30 feet to The Point of Beginning

and

WHEREAS, the Grantee is the owner of the adjacent property depicted on Attachment 2 and legally described as:

A portion of the Southeast Quarter of the Southeast Quarter of Section 31 and the Southwest Quarter of the Southwest Quarter of Section 32, all lying within Township 24 North, Range 4 East, W.M., in King County, Washington,

Described as follows

Commencing at the Southeast corner of said Section 31,
Thence N 01°07'31" E, along the East line of said Section 31, for 30 00 feet to the Northerly margin of Southwest Roxbury Street,
Thence N 88°23'36" W, along said Northerly margin, for 624 14 feet to the Easterly margin of Second Avenue Southwest,
Thence N 01°03'31" E, along said Easterly margin, for 177 87 feet to The Point of Beginning for the herein described New Lot 3,
Thence S 88°23'36" E for 1019 46 feet to the Westerly margin of Myers Way South,
Thence N 18°16'47" W, along said Westerly margin, for 731 87,
Thence S 72°10'19" W for 74 06 feet to a point of tangency with a curve to the right having a radius of 130 00 feet
Thence Westerly and Northerly, along said curve, for an arc length distance of 116.98 feet through a central angle of 51°33'30" to a point of tangency with a line bearing N 56°16'11" W,
Thence N 56°16'11" W, along said line, for 200 12 feet to the most Easterly corner of Parcel A of City of Seattle Boundary Adjustment No. 2106493 as recorded under King County Auditor's file No. 20020426900001,
Thence S 33°43'49" W, along the Southeasterly line of said Parcel A, for 416 21 feet to the Southeast corner of said Parcel A,
Thence N 88°23'36" W, along the South line of said Parcel A, for 167 47 feet to the Southwest corner of said Parcel A, being a point on the Easterly margin of 2nd Avenue Southwest, said point lying on a curve to the left having a radius of 300 00 feet, from which a radial line bears S61°20'37" E,
Thence Southerly and Westerly, along said curve, for an arc length distance of 144 50 feet through a central angle of 27°35'52" to a point of tangency with a line bearing S 01°03'31" W,
Thence S 01°03'31" W, along said line, for 290 71 to The Point of Beginning

and

WHEREAS, Section 23.54.025 of the Land Use Code (SMC Title 23) of the City of Seattle requires the owner of parking spaces on a lot other than the lot of the use to which those spaces are accessory shall be responsible for notifying the Director should the use of the lot for covenant parking cease. In this event, the principal use must be discontinued, other parking meeting the requirements of the Code must be provided within thirty (30) days, or a variance must be applied for within fourteen (14) days and subsequently granted.

And

NOW THEREFORE, the Grantor hereby grants the following covenant which is intended to run with the land, benefitting the parcel owned by Grantee and burdening the parcel owned by Grantor upon the following conditions:

1. The Grantor hereby grants to the Grantee a covenant to use 82 legally established parking spaces on the property owned by Grantor as depicted on Attachment 1. The Grantee shall be entitled to use the same for required off-street parking spaces for the immediately adjacent property owned by the

Grantee Monday thru Friday, 7:00 AM to 7.00 PM. The covenant parking area shall be diverted or converted to no use that will limit or restrict the off-street parking accessory to the Grantee's use during the term of the covenant, beginning at Closing as defined in the Purchase and Sale Agreement identified above. This covenant shall terminate on February 20, 2033.

2. The Covenanted parking shall be located on an area of the Grantor's site adjacent to the Roadway Easement. The design and location of the parking area shall be agreed to by the Grantee and Grantor before Closing.

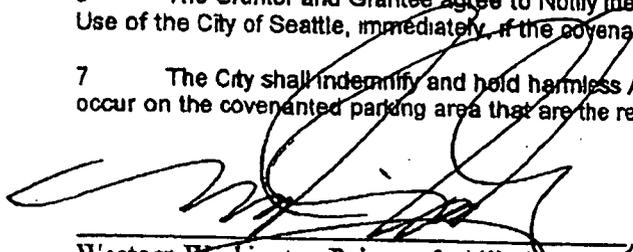
3. The cost for maintenance, repairs and lighting shall be split equally between the City and Allied Trades. In addition, the City shall pay 50% of the annual assessed real property tax allocable to the covenanted parking area. The Allied Trades shall provide the City with an itemized explanation of all expenses in bi-annual invoices.

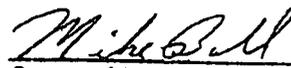
4. This Covenant shall be recorded with King County.

5. The Grantee hereby agrees that upon termination of this covenant for Accessory Parking, other parking spaces will be provided to replace the off-site required spaces covenanted herein, or the Grantee will request a variance within 14 days, or shall relocate the required parking to property owned by Grantee and acceptable to the City for use as off-site Accessory Parking.

6. The Grantor and Grantee agree to Notify the Director of the Department of Construction and Land Use of the City of Seattle, immediately, if the covenant is to be terminated for any reason.

7. The City shall indemnify and hold harmless Allied Trades for any claims or incidences which may occur on the covenanted parking area that are the result of the City's usage.


Western Washington Painters & Allied Trades
Apprenticeship & Training Trust Fund, Grantor

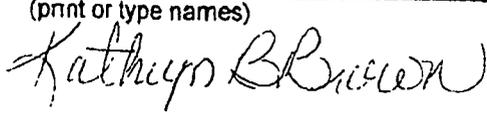

Owner of Accessory Parking Site, Secretary
Western Washington Painters & Allied
Trades Apprenticeship & Training Trust Fund


The City of Seattle, Grantee

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me, Mike Cassidy and Mike Bell, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand this 20th day of Jan, 2003

KATHRYN B BROWN
(print or type names)


NOTARY PUBLIC in and for the State of Washington,
Residing at Everett

My commission expires 2-19-05

KATHRYN B. BROWN
STATE OF WASHINGTON
NOTARY — — PUBLIC
MY COMMISSION EXPIRES 02-19-05

DESIGN AND LOCATION OF PARKING AREA

THIS PAGE IS INTENTIONALLY LEFT BLANK. THE PARKING COVENANT AND FINAL DESIGN AND LOCATION OF THE COVENANTED PARKING AREA WILL BE RE-RECORDED WHEN THE FINAL DESIGN IS COMPLETED.

EXHIBIT B

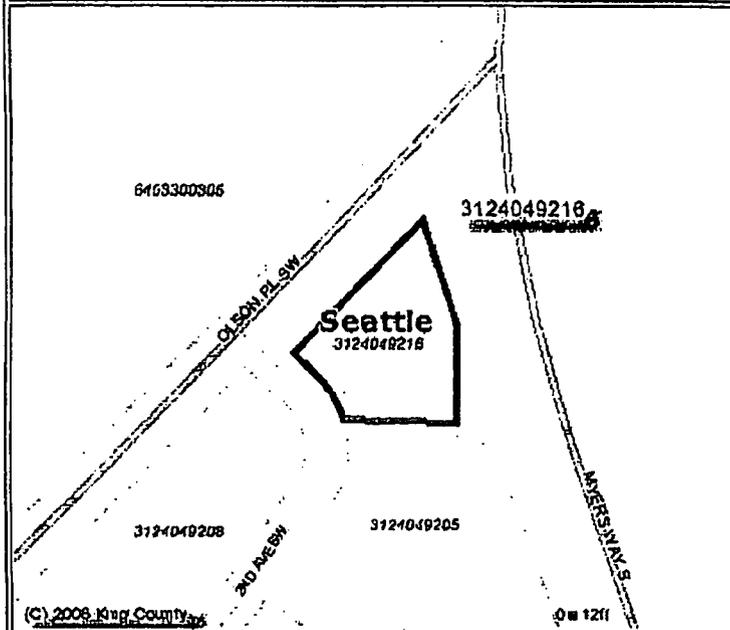
PARCEL MAPS

FOR

THE GRANTOR'S PROPERTY

(Tax Parcels No. 3124049216 and No. 3124049205)

[See attached Parcel Maps]

Parcel Map and Data	
	
Parcel Number	3124049216
Address	
Zipcode	
Taxpayer	WESTERN WA PAINTERS&ALLIED
<p>The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County."</p>	

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Exhibit B - Parcel Maps for the Grantor's Property (Tax Parcels No. 3124049216 and No. 3124049205)

Parcel Map and Data	
	
Parcel Number	3124049205
Address	
Zipcode	
Taxpayer	WESTERN WA PAINTERS & ALLIED
<p>The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County."</p>	

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EXHIBIT C

**LEGAL DESCRIPTION
FOR
THE GRANTOR'S PROPERTY**

Parcel A (Tax Parcel No. 312404-9216)

Parcel A, City of Seattle Short Plat No. 2400518, recorded under recording number 20050912900007, in King County, Washington.

Parcel B (Tax Parcel No. 312404-9205)

Parcel B, City of Seattle Short Plat No. 2400518, recorded under recording number 20050912900007, in King County, Washington.

EXHIBIT D

PARCEL MAP

FOR

THE GRANTEE'S PROPERTY

(Tax Parcel No. 3124049024)

[See attached Parcel Map]



King County

[Home](#)

[News](#)

[Services](#)

[Comments](#)

[Search](#)

Parcel Map and Data

Parcel Number	3124049024
Address	9401 MYERS WAY S
Zipcode	98106
Taxpayer	SEATTLE CITY OF -FFD

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[The details.](#)

Exhibit D - Parcel Map for the Grantee's Property
(Tax Parcel No. 3124049024)

EXHIBIT E

LEGAL DESCRIPTION FOR THE GRANTEE'S PROPERTY

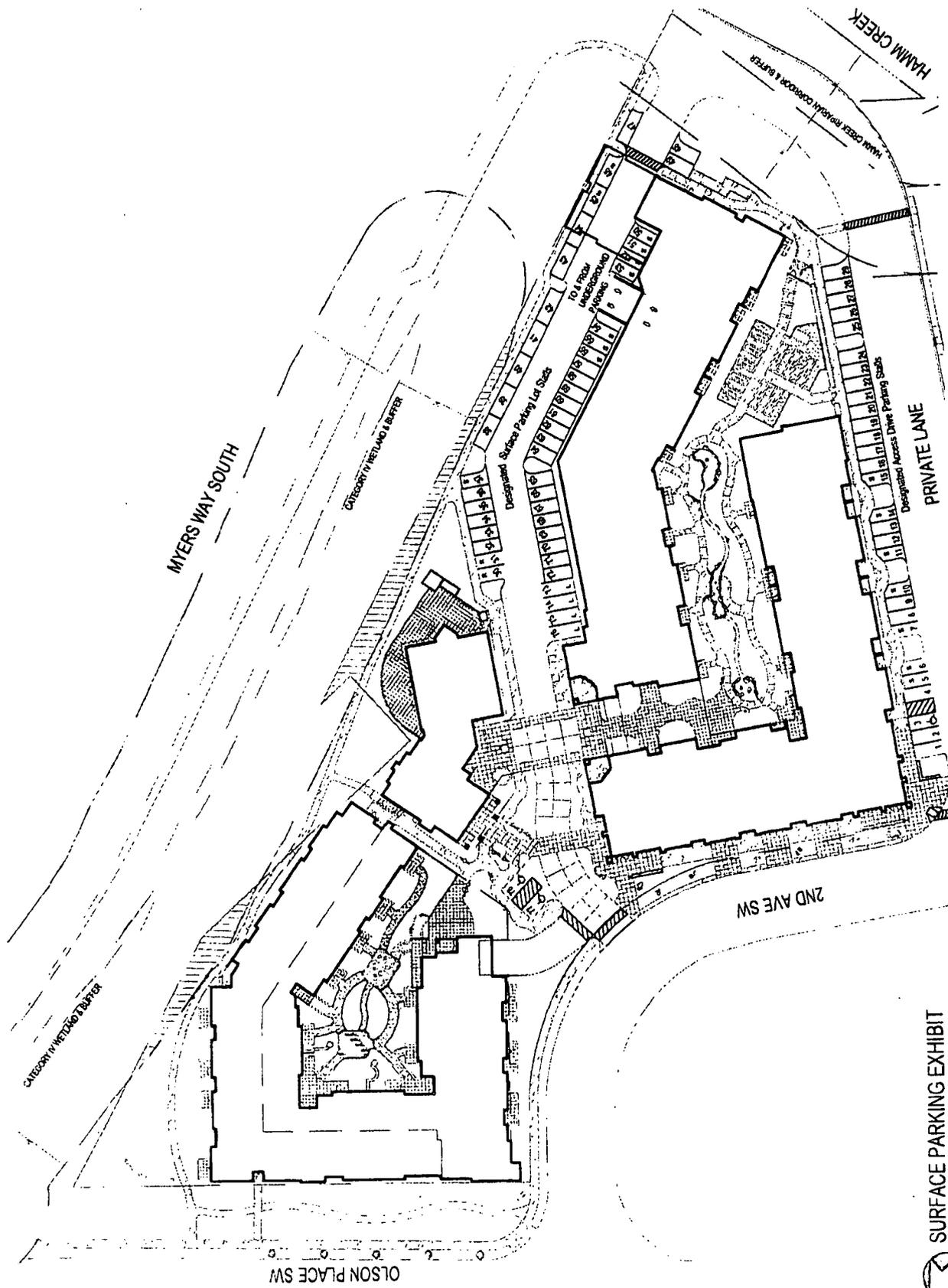
A portion of the Southeast Quarter of the Southeast Quarter of Section 31 and the Southwest Quarter of the Southwest Quarter of Section 32, all lying within Township 24 North, Range 4 East, W M, in King County, Washington, described as follows:

Commencing at the Southeast corner of said Section 31,
Thence N 01°07'31" E, along the East line of said Section 31, for 30.00 feet to the Northerly margin of Southwest Roxbury Street,
Thence N 88°23'36" W, along said Northerly margin, for 624.14 feet to the Easterly margin of Second Avenue Southwest,
Thence N 01°03'31" E, along said Easterly margin, for 177.87 feet to The Point of Beginning for the herein described New Lot 3,
Thence S 88°23'36" E for 1019.46 feet to the Westerly margin of Myers Way South,
Thence N 18°16'47" W, along said Westerly margin, for 731.87 feet,
Thence S 72°10'19" W for 74.06 feet to a point of tangency with a curve to the right having a radius of 130.00 feet,
Thence Westerly and Northerly, along said curve, for an arc length distance of 116.98 feet through a central angle of 51°33'30" to a point of tangency with a line bearing N 56°16'11" W,
Thence N 56°16'11" W, along said line, for 200.12 feet to the most Easterly corner of Parcel A of City of Seattle Boundary Adjustment No. 2106493 as recorded under King County Auditor's file No. 20020426900001,
Thence S 33°43'49" W, along the Southeasterly line of said Parcel A, for 416.21 feet to the Southeast corner of said Parcel A,
Thence N 88°23'36" W, along the South line of said Parcel A, for 167.47 feet to the Southwest corner of said Parcel A, being a point on the Easterly margin of 2nd Avenue Southwest, said point lying on a curve to the left having a radius of 300.00 feet, from which a radial line bears S61°20'37" E,
Thence Southerly and Westerly, along said curve, for an arc length distance of 144.50 feet through a central angle of 27°35'52" to a point of tangency with a line bearing S 01°03'31" W,
Thence S 01°03'31" W, along said line for 290.71 feet to The Point of Beginning.

EXHIBIT F

**ARCHITECTURAL SITE PLAN
AND
PARKING EXHIBITS**

**[See attached Architectural Site Plan, Surface Parking
Exhibit and Below Grade Parking Exhibit]**

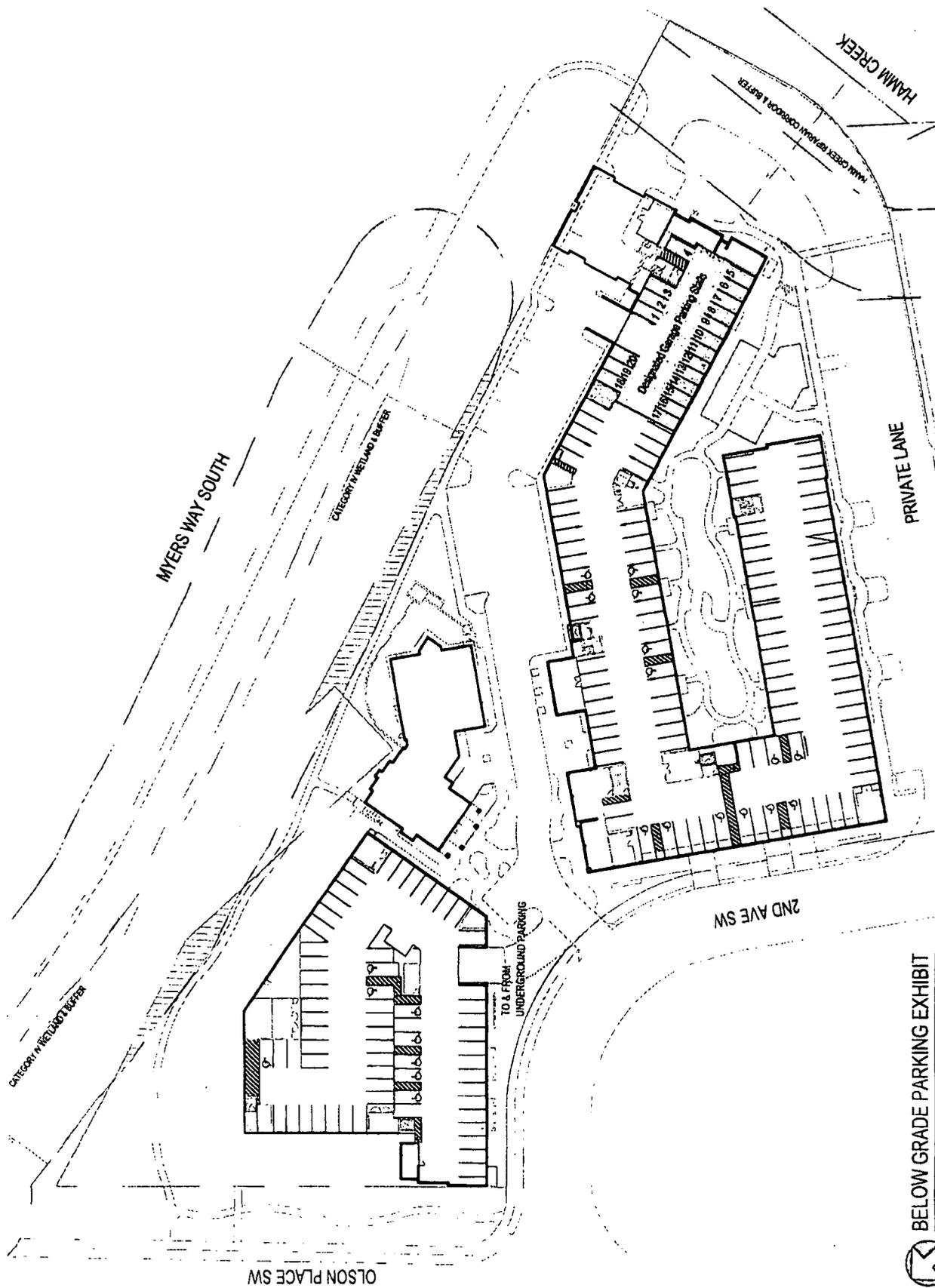


SURFACE PARKING EXHIBIT
NOT TO SCALE



ARROWHEAD GARDENS AFFORDABLE SENIOR HOUSING
SEATTLE, WASHINGTON
Exhibit F - Architectural Site Plan and Parking Exhibits
Surface Parking

ARROWHEAD SENIOR HOUSING ASSOCIATES. L.P.
OCTOBER 26, 2007



BELOW GRADE PARKING EXHIBIT
NOT TO SCALE



Johnson Braun
Associates, Inc.
Architects
Seattle, Washington

ARROWHEAD GARDENS AFFORDABLE SENIOR HOUSING

SEATTLE, WASHINGTON

ARROWHEAD SENIOR HOUSING ASSOCIATES, L.P.

OCTOBER 26, 2007

Exhibit F - Architectural Site Plan and Parking Exhibits
Below Grade Parking

WHEN RECORDED RETURN TO:
 CITY OF SEATTLE
 ATTN: HILLARY HAMILTON
 FLEETS & FACILITIES DEPT.
 REAL ESTATE SERVICES DIVISION
 P.O. BOX 94689
 700 5TH AVE., SUITE 5200
 SEATTLE, WA 98104



Portions of the document may be illegible.
 Recorded at customer's insistence

By [Signature]

CITY CLERK

JAN 11 PM 1:29

FILED
 CITY OF SEATTLE

Chicago Title Insurance Company

701 5th Avenue - Suite 1700 - Seattle, Washington 98104

DOCUMENT TITLE(S)
 1. AMENDED AND RESTATE PARKING COVENANT
 2.
 3.
 4.

CHICAGO TITLE INS. CO
 REF# 1201230-6 (37)

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:
 Additional numbers on page _____ of document
 20030527002254

GRANTOR(S):
 1. DISTRICT COUNCIL #5 APPRENTICESHIP AND TRAINING TRUST FUND
 2. ARROWHEAD SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP
 3.
 4.

Additional names on page _____ of document

GRANTEE(S):
 1. CITY OF SEATTLE, A WASHINGTON MUNICIPAL CORPORATION
 2.
 3.
 4.

Additional names on page _____ of document

ABBREVIATED LEGAL DESCRIPTION
 Lot-Unit: A ND B Block: Volume: Page:
 Section: Township: Range: Portion:

Plat Name: SHORT PLAT 20050912900007

Complete legal description on page _____ of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S): 312404-9216 AND 312404-9205

Additional tax account numbers on page _____ of document

(Check if applicable and sign below) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Melanie Morris - Chicago
 Signature Title

RECEIVED
 Fleets And Facilities Department
 JAN 07 2008

After recording return to:

CITY OF SEATTLE
Hillary Hamilton
Fleets and Facilities Department
Real Estate Services Division
P.O. Box 94689
700 Fifth Avenue, Suite 5200
Seattle, Washington 98104

AMENDED AND RESTATED PARKING COVENANT

Grantor(s):	District Council #5 Apprenticeship and Training Trust Fund, a 501(c)(3) non-profit ERISA and Taft-Hartley Trust Fund; and Arrowhead Senior Housing Associates Limited Partnership, a Washington limited partnership
Grantee(s):	City of Seattle, a Washington municipal corporation
Legal Description (Abbreviated):	Portion of Parcels A and B, City of Seattle Short Plat No. 2400518, recorded under King County Recording No. 20050912900007. Complete Legal Description is set forth on Exhibit C attached hereto (Page 22)
Assessor's Tax Parcel ID No(s).	3124049216; and 3124049205
Reference No(s). of Related Documents:	Parking Covenant, Recorded Under King County Recording No. 20030527002254.

CHICAGO TITLE INS. CO
REF# 1201230-6

36 pgs

AMENDED AND RESTATED PARKING COVENANT

THIS AMENDED AND RESTATED PARKING COVENANT (the "Covenant Agreement") is entered into as of December 3, 2007 by and among the DISTRICT COUNCIL #5 APPRENTICESHIP AND TRAINING TRUST FUND ("**District Council #5**"), formerly know as the Western Washington Painters and Allied Trades Apprenticeship and Training Trust Fund and formerly also known as the "Allied Trades," a 501(c)(3) non-profit ERISA and Taft-Hartley Trust Fund located in the State of Washington, and ARROWHEAD SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP ("**Arrowhead**"), a Washington limited partnership (District Council #5 and Arrowhead are sometimes hereinafter individually and collectively referred to as the "**Grantor**"), and the CITY OF SEATTLE, a Washington municipal corporation (hereinafter referred to as the "**Grantee**"). Except as otherwise expressly provided herein, this Covenant Agreement amends, restates and supersedes in its entirety the Parking Covenant entered into by and between District Council #5 and the Grantee dated as of January 21, 2003 and recorded under King County recording number 20030527002254 (the "**Original Covenant**"), a true and correct copy of which is attached hereto as **Exhibit A**.

RECITALS

1. District Council #5 is the owner in fee simple of two (2) contiguous parcels of real property containing in the aggregate approximately 3.98 acres located at 9200 – 2nd Avenue SW, Seattle, Washington 98106, as illustrated on the Parcel Maps attached hereto as **Exhibit B** and as legally described on **Exhibit C** attached hereto (collectively, the "**Grantor's Property**").
2. On May 27, 2003, the Grantee purchased from District Council #5, and is presently the owner in fee simple of certain real property as illustrated on the Parcel Map attached hereto as **Exhibit D** and legally described on **Exhibit E** attached hereto (the "**Grantee's Property**"). As a separately identified part of the consideration for that transaction, District Council #5 and the Grantee entered into the Original Covenant, pursuant to which the District Council #5 granted to the Grantee, for value received, a parking covenant which runs with the land, burdens the Grantor's Property and benefits the Grantee's Property.
3. At the time of execution of the Original Covenant, the Grantor's Property and a portion of the Grantee's Property were improved as surface parking. The burden on the Grantor's Property created by Original Covenant consists of 82 legally established parking stalls benefiting the Grantee's Property.
4. Pursuant to Paragraph 2 of the Original Covenant, the 82 legally established parking stalls are to be located on an area of the Grantor's Property adjacent to the "Roadway

Easement.” The precise location of each of the 82 legally established parking stalls was intended to be upon the existing parking surface of the Grantor’s Property, and the parties intended that the Original Covenant would be amended to the extent necessary to specifically identify and locate such parking stalls at such time as the final design for redevelopment of the Grantor’s Property was completed.

5. The common boundary line between the burdened and benefitted properties is presently improved with a 40-foot wide private access drive easement which provides vehicular and pedestrian access to the Grantor’s Property and the Grantee’s Property connecting 2nd Avenue SW and Myers Way South and labeled as illustrated on the Architectural Site Plan and Parking Exhibits attached hereto as **Exhibit F**.

6. Pursuant to an Assignment Agreement dated effective as of January 31, 2007, Tye International Corporation, and Pacific Northern Construction Company, Inc., Washington corporations (collectively, the “Assignor”), assigned to Arrowhead all of their right, title and interest in that certain Real Estate Purchase and Sale Agreement dated as of April 18, 2006 entered into by and between the Assignor, as Buyer, and the District Council #5, as Seller, relating to the purchase and sale of the Grantor’s Property, as amended by that certain Amendment No. 1 to Real Estate Purchase and Sale Agreement dated as of October 23, 2006 and that certain Amendment No. 2 to Real Estate Purchase and Sale Agreement dated as of June 29, 2007 (collectively, as amended, the “Purchase Contract”), and Arrowhead assumed all of the obligations of Assignor, as Buyer, under the Purchase Contract, with the acknowledgement and consent of District Council #5, as Seller.

7. Arrowhead intends to acquire the Grantor’s Property from District Council #5 and intends to redevelop the Grantor’s Property as an affordable retirement apartment community for seniors.

8. The parties now wish to amend and restate the Original Covenant, and to relocate and fix the 82 legally established parking stalls in such a manner and at such locations as will permit Arrowhead to proceed with its proposed development of the Grantor’s Property.

COVENANT AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth in this Covenant Agreement and other valuable consideration, the Grantor for itself, its heirs, successors and assigns, hereby grants to the Grantee and the Grantee hereby accepts the parking use and access covenant, which is intended to run with the land, benefiting the Grantee’s Property and burdening the Grantor’s Property, all as described in this Covenant Agreement.

A. Arrowhead Project; Grant and Acceptance of Covenant Agreement

1. Arrowhead intends to construct a mixed-use development consisting of an affordable retirement apartment community for seniors and certain commercial/retail space, including an estimated 191 garage parking stalls, 78 surface parking stalls, and various interior and exterior common areas and facilities (collectively, the “**Project**”), as illustrated on the Architectural Site Plan and Parking Exhibit attached hereto as **Exhibit F**. Arrowhead has applied for the issuance of a Master Use Permit with respect to the Project.

2. The Grantor, by the execution and delivery of this amendment and restatement of the Original Covenant Agreement, grants to the Grantee the right to use and access 82 specifically identified and designated parking stalls (the “**Designated Parking Stalls**”) in and upon the Grantor’s Property as set forth in this Covenant Agreement. In consideration of that undertaking, upon execution and delivery of this Covenant Agreement, the Grantee agrees to accept the rights set forth in this Covenant Agreement with respect to the use and access to the Designated Parking Stalls for the term set forth herein in lieu of the rights set forth in the Original Covenant.

B. Designated Parking Stalls; Access and Parking Use Easements.

1. The Architectural Site Plan and Parking Exhibit attached hereto as **Exhibit F** illustrates (i) the layout and location (by number) of the Designated Parking Stalls to be created by Arrowhead as part of the Project, including 62 surface parking stalls and 20 below grade stalls, including 21 stalls adjacent to the northern boundary of the Private Access Drive (the “**Access Drive Parking Strip**”), 41 parking stalls in the surface parking lot located adjacent to the eastern boundary of the Grantor’s Property and Myers Way South (the “**New Surface Parking Lot**”), and 20 parking stalls in the southern below grade parking garage (the “**South Parking Garage**”), and (iii) the various access points, entrances, driveways, drive aisles, sidewalks and pathways providing vehicular and pedestrian ingress to and egress from the Grantor’s Property and the adjacent public rights-of-way (collectively, the “**Vehicular and Pedestrian Access and Circulation Areas**”).

2. During the term of this Covenant Agreement, the eighty two (82) Designated Parking Stalls located on the Grantor’s Property shall be maintained and reserved by the Grantor for the exclusive use by the Grantee during weekdays only, Monday through Friday (the “**Designated Days**”), during the hours of 7:00 a.m. through 7:00 p.m. (the “**Designated Hours**”), except as otherwise provided in Paragraph 6 of this Section B of the Covenant Agreement.

3. During the term of this Covenant Agreement, the Grantee shall have the sole right to authorize the use of the Designated Parking Stalls. Authorized users shall be required to register their vehicles and to identify the parking stalls occupied with the Grantee as indicated in Section C hereof.

4. On an interim basis, prior to completion of Project construction, the Designated Parking Stalls for the Grantee's use shall consist of any eighty two (82) surface parking stalls located on the Existing Surface Parking Lot adjacent to the Private Access Drive. During that interim period, Grantor shall maintain in good repair, the Private Access Drive, the parking surface pavement and markings for the Designated Parking Stalls.

5. Following the completion of Project construction, the Designated Parking Stalls to be reserved for and utilized by the Grantee on the Designated Days during the Designated Hours, as identified on **Exhibit F**, shall consist of: (i) 21 surface parking stalls numbered 9 through 29 located in the Access Drive Parking Strip (the "**Designated Access Drive Parking Stalls**"); (ii) 41 surface parking stalls numbered 32 through 72 (the "**Designated Surface Parking Lot Stalls**"); and (iii) 20 garage parking stalls located inside the South Parking Garage (the "**Designated Garage Parking Stalls**").

6. During the period of construction of the Project, Arrowhead shall maintain for use by Grantee, 82 Designated Parking Stalls. Arrowhead and its general contractor shall use their best efforts to maintain on-site for use by the Grantee on the Designated Days during the Designated Hours as many of the eighty two (82) Designated Parking Stalls as is reasonably and safely possible, either on the Existing Surface Parking Lot in the area adjacent to the Private Access Drive or the Access Drive Parking Strip, and/or, when complete and safe for use in the sole and absolute discretion of the Grantee, in the New Surface Parking Lot. Arrowhead shall, at least six (6) weeks prior to commencing construction, notify the Grantee of the date on which construction will begin, before removing and relocating any of the existing or interim Designated Parking Stalls, instituting or modifying the interim parking arrangement described in this Paragraph 6 (the "Interim Parking Arrangement"). In lieu of any of the eighty two (82) Designated Parking Stalls which cannot reasonably and safely be maintained within 400 feet of the Private Access Drive, for use by the Grantee on the Designated Days, during the Designated Hours and during the period of construction of the Project, the Grantor or its general contractor shall be required to institute an Interim Parking Arrangement to provide an equivalent number of off-site parking stalls at a location within a distance of not more than approximately one-quarter (1/4) mile from the Grantee's Property (the "**Off-Site Location**"); provided, however, that the Grantor or its general contractor shall provide, at no cost to the Grantee or the Grantee's employees and visitors, either (i) a shuttle to the Grantee's Joint Training Facility (the "JTF") from the Off-Site Location and from the JTF to the Off-Site Location, or (ii) valet parking service from a convenient location adjacent to the Private Access Drive across from the entrance to the JTF. If a shuttle between the off-site location and the JTF is provided, it shall operate as follows:

a. Every 2 weeks, the Grantee shall provide the Grantor with a schedule indicating the start and end times of the classes and meetings to be held at the JTF for the following two week period.

b. The shuttle service shall commence 30 minutes before the beginning of any class or meeting continuously until 45 minutes after a class or 30 minutes after a meeting begins. During these periods the shuttle shall be based at the Off-Site Location before a class or meeting begins, so that it returns there after bringing people to the JTF.

c. The shuttle service shall commence 5 minutes before the scheduled end time of classes and meetings and continue for 30 minutes. For return shuttle service to the off-site parking location, the shuttle shall be based at the main entrance to the JTF, returning there after each delivery to the Off-Site Location.

d. The Grantor shall post a sign at the Off-Site Location that includes the phone number for JTF visitors and employees to call for the shuttle if they arrive at the off-site parking location or need to leave the JTF for the Off-Site Location at times that are not included in Paragraph 6.b. and Paragraph 6.c. above. The location and wording of the sign shall be approved by both the Grantee and Grantor, which approval shall not be unreasonably withheld.

e. Shuttle service shall not require more than a five (5) minute wait for pick-up.

f. The shuttle service shall be for the visitors to and employees of the JTF.

g. The shuttle vehicle(s) shall be clearly identified as a JTF parking shuttle.

h. The Interim Parking Arrangement can only be modified upon mutual consent of both the Grantor and Grantee, which approval shall not be unreasonably withheld.

7. Except as otherwise provided in Paragraph 2 of Section B of the Covenant Agreement, the Grantee and the Grantee's authorized users shall be strictly prohibited from using (i) the 8 surface parking stalls numbered 1 through 8 located in the Access Drive Parking Strip as reflected on Exhibit F attached hereto; (ii) the 6 surface parking stalls numbered 30 and 31 and 73 through 76 as reflected on Exhibit F attached hereto; (iii) the 2 surface parking stalls numbered 77 and 78 as reflected on Exhibit F attached hereto; (iv) any of the below grade parking stalls located in the North Parking Garage or any of the garage parking stalls located in the South Parking Garage other than the 20 garage parking stalls labeled as Designated Garage Parking Stalls as reflected on Exhibit F attached hereto; or (vi) any of the Designated Parking Stalls on any days other than the Designated Days or during any hours other than the Designated Hours.

8. The Grantor and its employees, contractors, and visitors, as well as the employees, contractors, visitors, tenants and residents of the Project, shall be strictly prohibited from using any of the 82 Designated Parking Stalls during the Designated Days during the Designated Hours.

9. The Grantor hereby grants to the Grantee and the Grantee's authorized users vehicular and pedestrian access and parking use easements over and across the Vehicular and Pedestrian Access and Circulation Areas providing vehicular and pedestrian ingress to and egress from the Grantor's Property and the adjacent public rights-of-way, and vehicular and pedestrian ingress to and egress from and circulation around the Access Drive Parking Strip, the New Surface Parking Lot, the Traffic Circle, the North Parking Garage and the South Parking Garage and the Designated Parking Stalls to facilitate vehicular and pedestrian access to and use of the Designated Parking Stalls on the Designated Days during the Designated Hours.

C. Parking Management Plan; Maintenance; and Taxes.

1. Following the completion of construction of the Project, the Designated Parking Stalls shall be marked as reserved exclusively for use by the Grantee on the Designated Days during the Designated Hours. The Grantee shall participate in the design, wording and location of the markings, and shall have final approval of the markings of the designated stalls. For example, the surface of the Designated Access Drive Parking Stalls and the Designated Surface Parking Lot Stalls shall be marked with high contrast paint as follows: "Reserved for JTF Use, M – F, 7:00 am – 7:00 pm. Violators will be towed without warning at their own expense." Alternatively, signs approximately 18" in length and 12" in width on metal posts approximately 5 feet in height with substantially similar markings shall be posted at the head-in ends of the Designated Access Drive Parking Stalls and the Designated Surface Parking Lot Stalls approximately every fifth Parking Stall and signs approximately 18" in length and 12" in width with substantially similar markings shall be posted on the walls of the South Parking Garage approximately 5 feet above the Designated Garage Parking Stalls approximately every fourth Parking Stall; provided, however, that such Designated Parking Stalls shall be numbered and such signs shall designate by number which Designated Parking Stalls are so reserved. Any additional signs or markings to the Designated Parking Stalls by the Grantee or its authorized users shall require the prior written consent of the Grantor, which consent shall not be unreasonably withheld. Any unauthorized signs or markings placed on the surface of the Designated Parking Stalls or the walls of the South Parking Garage by the Grantee or the employees of the Grantee shall be removed at the Grantee's expense and the Grantee shall repair any damage or injury to the Designated Parking Stalls or the walls of the South Parking Garage caused by such removal; if not so removed by the Grantee, then the Grantor may have the same so removed at the Grantee's expense.

2. The Designated Parking Stalls shall be used exclusively for parking of passenger vehicles (including vans and pickup trucks), and all vehicles parking in the Designated Garage Parking Stalls shall be subject to any height restrictions posted at the entrance of the South Parking Garage.

3. The Grantee shall furnish a registration list of the authorized vehicles allowed to use and access the Designated Parking Stalls to the Grantor not more frequently than three times per day, as agreed upon by Grantor and the Grantee. Any vehicle marked "City of Seattle" that is clearly designated as such by the official City logo attached to the vehicle, or with an "Exempt" license plate, shall automatically be considered as "authorized" by the Grantee. The Grantor shall notify the Grantee of vehicles it believes may not be authorized vehicles in the Designated Parking Stalls. Within 30 minutes of such notification, the Grantee shall confirm or deny authorization of the vehicles. If vehicles are determined not to be authorized by the Grantee, the Grantor shall have the vehicle towed within 45 minutes. An undetermined number of Designated Parking Stalls will be assigned to Grantee staff. The Grantee shall furnish its staff with an appropriate parking identification for display on the user's vehicle as agreed upon by Grantor and the Grantee. The Grantor shall supply access cards to the Grantee to provide access to the South Parking Garage for users and vehicles

authorized to park in the Designated Garage Parking Stalls. The Grantee shall be responsible only for the actual cost of any lost or stolen access cards.

4. If any unauthorized vehicle is improperly parked in any of the Designated Parking Stalls during the Designated Hours, any authorized user of the Grantee who is displaced from such Designated Parking Stall shall be allowed to temporarily use another adjacent parking stall (the "Temporary Parking Stall") not included in the Designated Parking Stalls, provided that the Grantee or the authorized user of the Grantee who is so displaced promptly reports the displacement to the Grantor's management agent in management office located in Building B of the Project within 30 minutes. The authorized user of the Grantee who is displaced shall be required to move the vehicle from the Temporary Parking Stall to a Designated Parking Stall within 4 hours after the Grantee or the authorized user of the Grantee who is displaced has been informed by the Grantor that the unauthorized and improperly parked vehicle has been moved or towed. The Grantor's management agent shall monitor the vehicles in the Designated Parking Stalls at least three (3) times on the Designated Days during the Designated Hours as agreed upon by Grantor and the Grantee. In general, the Grantor's management agent shall monitor the vehicles in the Designated Parking Stalls on or about 6:30 a.m., 12:30 p.m. and 5:30 p.m., or within 45 minutes of receipt of a new or revised registration list from the Grantee. However, such monitoring schedule is subject to change (not more frequently than weekly with the approval of the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed) to accommodate changes in the Grantee's employee training schedule.

5. The Grantor shall be responsible for providing adequate lighting for vehicular and pedestrian traffic in the Vehicular and Pedestrian Access and Circulation Areas and in the areas containing the Designated Parking Stalls. In addition, the Grantor shall install and maintain a security camera system with a recording system which will monitor, among other areas, the exterior areas containing the Designated Access Drive Parking Stalls and the Designated Surface Parking Lot Stalls and the interior area of the Southern Parking Garage containing the Designated Garage Parking Stalls, for the purpose of monitoring the Designated Parking Stalls. Signs shall be posted in the area of the Southern Parking Garage containing the Designated Garage Parking Stalls indicating that a security camera or cameras are in use. The security camera system monitor shall be placed in such a location within the Grantor's management agent's management office in Building B to enable the Grantor's management agent's management personnel to readily observe the monitored areas on such monitor. However, the Grantor shall not be responsible for constantly or continuously monitoring the Designated Parking Stalls, but rather for monitoring such Designated Parking Stalls in a manner consistent with reasonable, customary and proper security practices for the management of a facility similar to the Grantor's facility and reasonably approved by the Grantee. The Grantor or the Grantor's management agent shall promptly report to the Grantee or to the Seattle police department any suspicious activity observed with regard to vehicles parked in the Designated Parking Stalls. Such suspicious activity would include any apparent attempt to enter a vehicle parked in the Designated Parking Stalls without a key, any apparent attempt to damage a vehicle parked in the Designated Parking Stalls or any suspicious activity that might harm the Grantee's employees or visitors in the process of accessing their vehicles. At the request of the Grantee, the Grantor or the Grantor's management agent shall provide

the Grantee or the Seattle police department with a recording of any such reported suspicious activity related to vehicles parked in the Designated Parking Stalls that was recorded via the security camera / recording system.

6. Notwithstanding anything to the contrary in Paragraph 3 of the Original Covenant, the Grantor shall be responsible for (i) the cost of the installation and the ongoing cost of lighting in the Vehicular and Pedestrian Access and Circulation Areas and in the areas containing the Designated Access Drive Parking Stalls, the Designated Surface Parking Lot Stalls and the Designated Garage Parking Stalls; (ii) the cost of all maintenance and repairs in and around the Vehicular and Pedestrian Access and Circulation Areas and the areas containing the Designated Access Drive Parking Stalls, the Designated Surface Parking Lot Stalls and the Designated Garage Parking Stalls, including landscaping; provided, however, that the Grantee shall be responsible for repairing or restoring any damage to the Vehicular and Pedestrian Access and Circulation Areas or the areas containing the Designated Access Drive Parking Stalls, the Designated Surface Parking Lot Stalls and the Designated Garage Parking Stalls proven to be caused by the Grantee's officials, employees, contractors, agents, representatives or visitors, or by the vehicles operated by the Grantee's officials, employees, contractors, agents, representatives or visitors; and (iii) all real property taxes (if any) assessed against or allocable to the areas containing the Designated Parking Stalls.

D. Insurance; Indemnities; and Claims.

1. Minimum Insurance Coverages and Limits of Liability.

- a. During the period of construction, and thereafter for the ongoing operation and maintenance, of the Project, Grantor shall, at all times during the term of this Covenant Agreement, at its own expense, continuously maintain in full force and effect Commercial General Liability ("CGL") insurance and, if necessary, specific excess and/or umbrella liability insurance, so as to provide a limit of liability of not less than \$5,000,000 each occurrence bodily injury and property damage combined single limit ("CSL").
- b. Maintenance of an Owner-Controlled Insurance Program ("OCIP") or a Contractor-Controlled Insurance Program ("CCIP") with a limit of liability of not less than \$5,000,000 each occurrence during the period of construction shall be deemed to satisfy the requirement of Paragraph D.1.a., but only during the period of construction.

2. Terms and Conditions of Insurance.

- a. "The City of Seattle" shall be included as an additional insured for primary and non-contributory limits of liability under each CGL policy.
- b. If an OCIP or CCIP insurance policy is maintained during the period of construction, the Grantee shall be included as an additional insured for primary and non-contributory limits of liability. The Grantee shall remain as an additional insured for primary and non-contributory limits of liability

under such insurance until completion of construction of the Project and thereafter for three (3) years as per the Insurance Services Office (ISO) additional insured endorsement form CG 20 26 or equivalent as amended by the ISO endorsement form CG 20 37 or equivalent. The ISO additional insured endorsement form series CG 20 09, CG 20 10 and CG 20 33 or equivalent are not acceptable as those forms specify that additional insured status is limited to performance of operations for the additional insured Grantee by Grantor (or, during the period of construction under an OCIP or CCIP policy, for the Grantee by Grantor's contractor) and no such operations are performed for the Grantee under this Covenant Agreement.

- c. The coverages and limits of liability specified above in Paragraph D.1. are minimum coverages and limits of liability only. Where the Grantee is required to be an additional insured under CGL (or, if applicable during the period of construction, under an OCIP or CCIP) it shall be an additional insured for the full scope of coverage and for the full limits of liability of insurance available to Grantor, whether such limits of liability are primary, excess, contingent or otherwise.
- d. The term "insurance" wherever used herein shall include "self-insurance" and shall also include any form of alternative risk financing mechanisms, including capital market solutions. Where Grantor is required to provide additional insured status to the Grantee and Grantor's risk financing mechanism is funded by other than a registered property/casualty insurer and is under a self-insured retention or similar arrangement, Grantor shall protect the Grantee as if a standard ISO CGL policy were in force with the Grantee as an additional insured for primary and non-contributory limits of liability.
- e. The liability insurance coverage specified in Paragraph D.1. shall include any activity undertaken pursuant to an Interim Parking Arrangement, including any activity undertaken at an Off-Site Location or in transit to or from an Off-Site Location.
- f. Insurers shall maintain A.M. Best's ratings of not less than A- VII unless insurance has been procured as surplus lines under the provisions of Chapter 48.15 Revised Code of Washington ("RCW"). The Grantee shall grant exceptions to this requirement on a case by case basis if in its sole judgment it finds no material diminution of security. Self-insured and alternative risk financing mechanisms, including capital market solutions, that are not registered insurers shall also be subject to approval by the Grantee in its sole judgment on a case-by-case basis, and Grantor shall reasonably cooperate to secure financial and other data to facilitate the Grantee's making of any such evaluation.
- g. Each insurer must deliver or mail written notice of cancellation to the Grantee at least thirty (30) days before the effective date of the cancellation, except ten (10) days with respect to cancellation for

nonpayment of premium, or as may otherwise be required under the provisions of RCW 48.18.290 or any subsequent relevant statute. Grantor and the Grantee mutually agree that the Grantee, as an additional insured, is a person who has an interest in any loss which may occur under the liability insurance policy as described in RCW 48.18.290 (1) (e).

- h. In recognition of the extended term of this Covenant Agreement, Grantor agrees that the Grantee, upon each five (5) year anniversary of the execution of this Covenant Agreement, may re-evaluate the provisions of this Section D. and may make such reasonable amendments as Grantor deems necessary to such provisions to reflect changing insurance industry and risk management standards and practices and inflation, and, provided that such amendments are commercially reasonable and such coverages are reasonably available in the commercial liability insurance market, the Grantor's consent to such amendments shall not be unreasonably withheld.

3. Certification of Insurance.

- a. Grantor shall cause the Grantee to be provided with certification of insurance acceptable to the Grantee evidencing such minimum levels of coverage and limits of liability as specified in Paragraph D.1., and documenting compliance with the terms and conditions as specified in Paragraph D.2. prior to the start of any construction activity. Grantor shall continue to cause certification of valid and current insurance to be continuously maintained on file throughout the term of this Covenant Agreement. Such certification of insurance shall be delivered to Fleets and Facilities Department, Property Management Services, 700 5th Avenue, Suite 5200, P.O. Box 94689, Seattle, WA 98124 and an electronic copy delivered by facsimile to (206) 470-1279 or as an email attachment to riskmanagement@seattle.gov.
- b. The minimum insurance certification shall consist of (i) a certificate of insurance describing coverages, limits of liability and terms and conditions as specified in Section D.1. and D.2., and (ii) an actual copy or copies of the insurance policy provision(s) documenting that "The City of Seattle" is an additional insured under a CGL (and, if applicable, an OCIP or CCIP) for primary and non-contributory limits of liability.
- c. In the event that the Grantee tenders a claim or lawsuit to Grantor's (or Grantor's general contractor's) insurer for defense and indemnity, and the Grantee's tender invoking its additional insured status for primary and non-contributory limits of liability for such claim or lawsuit is denied or made subject to a reservations of rights by the insurer, Grantor shall cause a true and complete certified copy of the relevant insurance policy(ies) (with premiums and rates redacted, if so desired by Grantor) to be timely delivered to the Grantee.

4. Indemnification.

- a. Arrowhead agrees to indemnify, defend and hold harmless the Grantee, its officials, employees, contractors, agents, representatives and visitors, from any and all Claims (as defined below in Paragraph D.4.d. of this Covenant Agreement) arising out of or relating to the construction or the operation of the Project or the related activities of Arrowhead, their general contractor, subcontractors, suppliers, management agents, or the employees, agents or representatives thereof, except to the extent such Claim may result from the gross negligence or willful misconduct of the Grantee, its officials, employees, agents, representatives and visitors.
- b. The Grantee agrees to indemnify, defend and hold harmless the Grantor, its partners, employees, contractors, agents, representatives and visitors, from any and all Claims (as defined below in Paragraph D.4.d. of this Covenant Agreement) arising out of or relating to the use of the Designated Parking Stalls, the Vehicular and Pedestrian Access and Circulation Areas or the areas containing the Designated Parking Stalls, by the officials, employees, contractors, agents, representatives and visitors of the Grantee or the related activities of the officials, employees, contractors, agents, representatives and visitors of the Grantee, except to the extent such Claim may result from the gross negligence or willful misconduct of the Grantor, or the partners, employees, contractors, agents, representatives or visitors of the Grantor.
- c. Each party hereto waives each and every Claim (as defined below in Paragraph D.4.d. of this Covenant Agreement) which arises or may arise in its favor and against the other party hereto during the Term of this Covenant Agreement for any and all loss of, or damage to, any property, which loss or damage is covered by valid and collectible property or casualty insurance to the extent that such loss or damage is recoverable under said insurance policies. The foregoing mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Covenant Agreement with respect to any loss of or damage to, property of the parties hereto. Inasmuch as the foregoing mutual waivers will preclude the assignment of any Claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto hereby agrees to give to each insurance company which has issued to it policies of property or casualty insurance, written notice of the terms of such mutual waivers, and to have such policies of insurance properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of such waivers.
- d. For purpose of Section D of this Covenant Agreement, "Claims" means any and all liabilities, damages, obligations, losses, costs, expenses, suits or claims, whether for bodily injury or death, property damage, or otherwise, including, without limitation, reasonable attorneys fees and costs.

E. **Term; Termination.**

1. The term of this Covenant Agreement shall commence on the date that it is executed and delivered by each of the parties hereto and shall terminate at midnight on February 20, 2033, unless earlier terminated by the Grantee in its sole and absolute discretion.

2. The parties hereto acknowledge and agree that one of the principal purposes of this Covenant Agreement is to provide accessory parking for the benefit of the Grantee in accordance with Section 23.54.025 of the Seattle Municipal Code (SMC) or any successor ordinance. Accordingly, upon termination of this Covenant Agreement for any reason, both the Grantor and the Grantee hereby agree to immediately notify the Director of Department of Planning and Development of the City of Seattle that the Grantor's Property shall no longer be used to provide accessory parking for the benefit of the Grantee in accordance with SMC 23.54.025, and the Grantee hereby agrees to either replace or relocate to another property the lost accessory parking represented by the Designated Parking Stalls by reason of the termination of this Covenant Agreement within thirty (30) days of such termination or to apply to the Department of Planning and Development of the City of Seattle for a variance from such accessory parking requirements within fourteen (14) days of the termination of this Covenant Agreement in accordance with SMC 23.54.025.

F. Binding Effect; No Other Modifications.

1. The easements, benefits, burdens and obligations hereunder shall create mutual covenants, benefits and servitudes upon the Grantor's Property (as provided herein) running with the land for the benefit of the Grantee's Property described on Exhibit E attached hereto. This Covenant Agreement shall create privity of contract and estate between the Grantor and the Grantee and their respective heirs, representatives, successors, assigns and transferees. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Grantor's Property (including both Parcel A and Parcel B thereof) to or for the benefit of the general public or for any public purposes whatsoever, except as expressly provide herein. The parties hereto understand and agree that this Covenant Agreement is and shall be binding upon and shall inure to the benefit of the parties and their successors, assigns, officers, employees and agents.

2. The Grantee shall not assign this Covenant Agreement, in whole or in part, without the prior written consent of the Grantor, which consent may not be unreasonably withheld.

3. The terms and conditions set forth in this Covenant Agreement are intended by the parties as a full and final expression of their understanding and agreement with respect to the subject matter of this Covenant Agreement and may not be contradicted or modified by evidence of any oral agreement. The parties also intend this Covenant Agreement to be the complete and exclusive statement of its terms and conditions, and that no extrinsic evidence whatsoever may be introduced to vary or contradict the plain language of it in any judicial proceeding involving this Covenant Agreement. Except as otherwise expressly provided herein, this Covenant Agreement amends, restates and supersedes in its entirety the Original Covenant. This Covenant Agreement may not be altered or modified except by a written instrument executed by all parties.

4. For purposes of this Covenant Agreement, prior to the date that Arrowhead acquires the Grantor's Property, the "Grantor" shall mean District Council #5, and on or after the date that Arrowhead acquires the Grantor's Property, the "Grantor" shall mean Arrowhead. After the date that Arrowhead acquires the Grantor's Property, District Council #5 shall have no further obligations hereunder and Arrowhead and the Grantee shall indemnify District Council #5 against any liability or Claims (as defined above in Paragraph D.4.d. of this Covenant Agreement) arising hereunder.

5. This Covenant Agreement shall be executed by the parties prior to the date that Arrowhead acquires the Grantor's Property and shall be recorded with King County against the Grantor's Property at the time of closing of the purchase of the Grantor's Property by Arrowhead and shall be superior in right to Grantor's and Arrowhead's title position as respects the rights conferred upon Grantee herein. If Arrowhead fails to acquire the Grantor's Property prior to the expiration of the Purchase Contract (including any extensions thereof), then this Covenant Agreement shall terminate and neither the Grantor nor the Grantee shall have any further obligations hereunder, and the agreement between District Council #5 and the Grantee shall revert to the Original Covenant.

6. This Covenant Agreement shall be subject to approval by ordinance adopted by the Seattle City Council. However, if the Seattle City Council fails to approve this Amended and Restated Covenant Agreement within ninety (90) following the execution hereof, then this Covenant Agreement shall terminate and neither Grantor nor the Grantee shall have any further obligations hereunder except as expressly provided herein, and the agreement between the Grantor and the Grantee shall revert to the Original Covenant; provided, however, that, notwithstanding the foregoing, nothing in this Covenant Agreement or in the Original Covenant shall be interpreted as requiring the consent of the City of Seattle in its capacity as the Grantee under this Covenant Agreement or the Original Covenant for Arrowhead to proceed with the construction of the Project pursuant to valid permits issued by the City of Seattle in its permitting and regulatory capacity provided that Arrowhead continues to maintain the Grantee's right to use and access 82 legally established parking stalls in accordance with the Original Covenant, in which case the Grantee shall exercise its reasonable discretion under the Original Covenant in terms of the location of such 82 legally established parking stalls to accommodate the construction of the Project by Arrowhead.

7. This Covenant Agreement shall be governed by the laws of the State of Washington. Any dispute relating to this Covenant Agreement shall be in the King County Superior Court, Seattle, Washington. In the event of any dispute arising between Grantor and Grantee with respect to this Covenant Agreement which cannot be resolved by the parties, including but not limited to the Parking Management Plan, the dispute shall be submitted to a mutually acceptable mediator and each party shall in good faith participate in mediation in an effort to resolve the dispute. If the parties are unable to agree on a mutually acceptable mediator, they shall each name a person who shall then collectively select a mediator. If the parties are unable to resolve the dispute in mediation, either party may bring an action in the Washington State Superior Court for King County at Seattle. In the event suit is brought to enforce any provision of this Covenant Agreement (including but not limited to the Parking Management Plan), in addition to such other relief as may be determined by the court, the substantially prevailing party shall recover its attorney fees and costs.

[The remainder of this page is intentionally left blank. The executing signatures of the parties are on the following signature page.]

Signature Page

IN WITNESS WHEREOF, the undersigned parties have executed this Covenant Agreement effective as of the day and year first above written.

District Council #5: DISTRICT COUNCIL #5 APPRENTICESHIP AND TRAINING TRUST FUND, a 501(c)(3) non-profit ERISA and Taft-Hartley Trust Fund located in the State of Washington

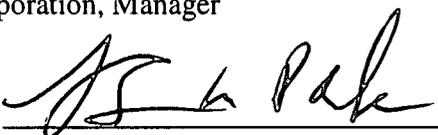
By: _____
Mike Cassidy, Chairman

By: _____
Mike Ball, Secretary

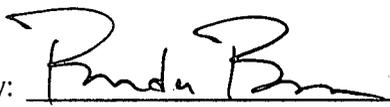
Arrowhead: ARROWHEAD SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP, a Washington limited partnership

By: Arrowhead Park Development Associates, a Washington limited liability company, General Partner

By: Pacific Northern Construction Company, Inc., a Washington corporation, Manager

By: 
Bryan M. Park, President

Grantee: CITY OF SEATTLE, a Washington municipal corporation

By: 

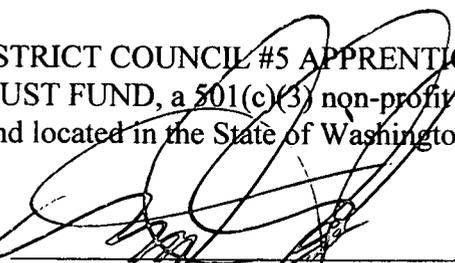
Name: Brenda Bauer

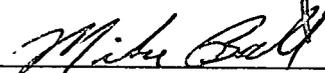
Title: Director, Fleets & Facilities Dept.

Signature Page

IN WITNESS WHEREOF, the undersigned parties have executed this Covenant Agreement effective as of the day and year first above written.

District Council #5: DISTRICT COUNCIL #5 APPRENTICESHIP AND TRAINING TRUST FUND, a 501(c)(3) non-profit ERISA and Taft-Hartley Trust Fund located in the State of Washington

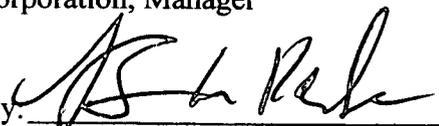
By:  12/03/07
Mike Cassidy, Chairman

By: 
Mike Ball, Secretary

Arrowhead: ARROWHEAD SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP, a Washington limited partnership

By: Arrowhead Park Development Associates, a Washington limited liability company, General Partner

By: Pacific Northern Construction Company, Inc., a Washington corporation, Manager

By: 
Bryan M. Park, President

Grantee: CITY OF SEATTLE, a Washington municipal corporation

By: _____

Name: _____

Title: _____





ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I HEREBY CERTIFY that on this 3rd day of December, 2007, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Brenda Bauer, to me known to be the Director of the FFD of the CITY OF SEATTLE, a Washington municipal corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument on behalf of said municipal corporation.

WITNESS my hand and official seal the day and year certificate first above written.



Martha M. Bannister-Mingo
Martha M. Bannister-Mingo Print Mingo
Residing at King County
My appointment expires 11-19-08

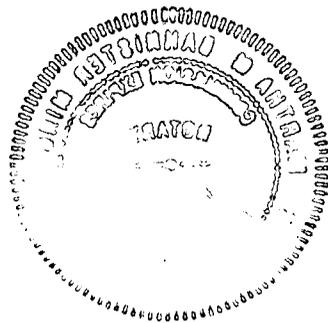


EXHIBIT A

ORIGINAL COVENANT

[See the attached true and correct copy of the Original Covenant]

WHEN RECORDED RETURN TO
JOAN ROSENSTOCK
THE CITY OF SEATTLE, FLEETS & FACILITIES DEPT
14TH FLOOR, ALASKA BUILDING, 618 SECOND AVE
SEATTLE, WA 98104

20030527002254
CHICAGO TITLE COV 24.63
PAGE 691 OF 698
08/27/2008 13:28
KING COUNTY, WA



CHICAGO TITLE INSURANCE COMPANY

DOCUMENT TITLE (s)
1 PARKING COVENANT
2 FILED BY CHICAGO TITLE INSURANCE CO. Order Number: 001072328
3
4 REF.# 1072328-6 (6r)

REFERENCE NUMBER(S) OF DOCUMENT ASSIGNED OR RELEASED
 Additional reference numbers on page _____ of document

GRANTOR (s) :
1 THE WESTERN WASHINGTON PAINTERS & ALLIED
2 TRADES APPRENTICESHIP AND TRAINING TRUST
3
 Additional names on page _____ of document

GRANTEE (s) :
1 THE CITY OF SEATTLE
2
3
 Additional names on page _____ of document

ABBREVIATED LEGAL DESCRIPTION:
PORTION OF PARCEL B OF CITY OF SEATTLE LOT BOUNDARY
ADJUSTMENT RECORDED UNDER RECORDING NUMBER 2002042690001.
 Complete legal description is on page 2 of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER (s) :
PORTION OF: 312404-9205-05
Additional Tax Accounts are on page _____ of document

Note This cover sheet is prepared to conform to the requirements of Chapter 143, Laws of 1996
Nothing on this sheet alters the names, legal description or other information in the attached document
The only purpose of this cover sheet is to assist the auditor in indexing the document in
conformance with statute

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

COVER/RDA/0999

Exhibit A - Original Covenant



PARKING COVENANT

For and in consideration of the mutual promises, provisions and agreements contained in that certain Purchase and Sale Agreement executed between The Western Washington Painters & Allied Trades Apprenticeship and Training Trust ("Allied Trades") as Grantor and the City of Seattle as Grantee and dated 1-21-2003, 2003, the parties hereby enter into this covenant relating to off-site accessory parking which shall be recorded with King County in Compliance with SMC 23 54.025

WHEREAS, the Grantor owns the property depicted on Attachment 1 herein called the "Accessory parking Site" and legally described as

New Parcel B:

A portion of the Southeast Quarter of Section 31 and of the Southwest Quarter of Section 32, all lying within Township 24 North, Range 4 East, W M , in King County, Washington,

Described as follows

Commencing at the Southeast corner of said Section 31,
Thence N 01°07'31" E, along the East line of said Section 31, for 30 00 feet to the Northerly margin of Southwest Roxbury Street,
Thence N 88°23'36" W, along said Northerly margin, for 624 14 feet to the Easterly margin of Second Avenue Southwest,
Thence N 01°03'31" E, along said Easterly margin, for 177 87 feet,
Thence S 88°23'36" E for 1019 46 feet to the Westerly margin of Myers Way South,
Thence N 18°16'47" W, along said Westerly margin, for 731 87 to The Point of Beginning for the herein described New Parcel B,
Thence S 72°10'19" W for 74 06 feet to a point of tangency with a curve to the right having a radius of 130 00 feet:
Thence Westerly and Northerly, along said curve, for an arc length distance of 116 98 feet through a central angle of 51°33'30" to a point of tangency with a line bearing N 56°16'11" W,
Thence N 56°16'11" W, along said line, for 200 12 feet to the most Easterly corner of Parcel A of City of Seattle Boundary Adjustment No 2106493 as recorded under King County Auditor's file No 20020426900001,
Thence continuing at N 56°16'11" W, along the Northwesterly line of said Parcel A, for 111 93 feet to a point of tangency with a curve to the left having a radius of 40.00 feet,
Thence Westerly, along said curve and Northwesterly line, for an arc length distance of 35 59 feet through a central angle of 50°58'22" to a point on the Easterly margin of 2nd Avenue Southwest,
Thence N 33°43'49" E, along said Easterly margin, for 185 61 feet to a point of tangency with a curve to the left having a radius of 145 00 feet,
Thence Northerly and Westerly, along said curve and Easterly margin, for an arc length distance of 202.48 feet through a central angle of 80°00'33" to a point of tangency with a line bearing N 46°16'44" W
Thence N 46°16'44" W, along said line and Easterly margin, for 42 93 feet to the Easterly margin of Olson Place Southwest,
Thence N 43°43'16" E, along said Easterly margin of Olson Place Southwest, for 264 40 feet to the Westerly margin of Myers Way South,
Thence S 18°16'47" E, along said Westerly margin of Myers Way South, for 162 70 feet to the Westerly margin of 1st Avenue South,
Thence S 01°07'31" W, along said Westerly margin of 1st Avenue South, for 165 66 feet to the South margin of vacated Olsner Place Southwest,
Thence S 88°52'29" E, along said South margin, for 50 00 feet to the East line of said Section 31,

Thence N 01°07'31" E, along said East line, for 23 72 feet to the Westerly margin of Myers Way South,
Thence S 18°16'47" E, along said Westerly margin, for 457 30 feet to The Point of Beginning

and

WHEREAS, the Grantee is the owner of the adjacent property depicted on Attachment 2 and legally described as:

A portion of the Southeast Quarter of the Southeast Quarter of Section 31 and the Southwest Quarter of the Southwest Quarter of Section 32, all lying within Township 24 North, Range 4 East, W.M., in King County, Washington,

Described as follows

Commencing at the Southeast corner of said Section 31,
Thence N 01°07'31" E, along the East line of said Section 31, for 30 00 feet to the Northerly margin of Southwest Roxbury Street,
Thence N 88°23'36" W, along said Northerly margin, for 624 14 feet to the Easterly margin of Second Avenue Southwest,
Thence N 01°03'31" E, along said Easterly margin, for 177 87 feet to The Point of Beginning for the herein described New Lot 3,
Thence S 88°23'36" E for 1019 46 feet to the Westerly margin of Myers Way South,
Thence N 18°16'47" W, along said Westerly margin, for 731 87,
Thence S 72°10'19" W for 74 06 feet to a point of tangency with a curve to the right having a radius of 130 00 feet
Thence Westerly and Northerly, along said curve, for an arc length distance of 116.98 feet through a central angle of 51°33'30" to a point of tangency with a line bearing N 56°16'11" W,
Thence N 56°16'11" W, along said line, for 200 12 feet to the most Easterly corner of Parcel A of City of Seattle Boundary Adjustment No. 2106493 as recorded under King County Auditor's file No 20020426900001,
Thence S 33°43'49" W, along the Southeasterly line of said Parcel A, for 416 21 feet to the Southeast corner of said Parcel A,
Thence N 88°23'36" W, along the South line of said Parcel A, for 167 47 feet to the Southwest corner of said Parcel A, being a point on the Easterly margin of 2nd Avenue Southwest, said point lying on a curve to the left having a radius of 300 00 feet, from which a radial line bears S61°20'37" E,
Thence Southerly and Westerly, along said curve, for an arc length distance of 144 50 feet through a central angle of 27°35'52" to a point of tangency with a line bearing S 01°03'31" W,
Thence S 01°03'31" W, along said line, for 290 71 to The Point of Beginning

and

WHEREAS, Section 23.54.025 of the Land Use Code (SMC Title 23) of the City of Seattle requires the owner of parking spaces on a lot other than the lot of the use to which those spaces are accessory shall be responsible for notifying the Director should the use of the lot for covenant parking cease. In this event, the principal use must be discontinued, other parking meeting the requirements of the Code must be provided within thirty (30) days, or a variance must be applied for within fourteen (14) days and subsequently granted.

And

NOW THEREFORE, the Grantor hereby grants the following covenant which is intended to run with the land, benefiting the parcel owned by Grantee and burdening the parcel owned by Grantor upon the following conditions:

1. The Grantor hereby grants to the Grantee a covenant to use 82 legally established parking spaces on the property owned by Grantor as depicted on Attachment 1. The Grantee shall be entitled to use the same for required off-street parking spaces for the immediately adjacent property owned by the

Grantee Monday thru Friday, 7:00 AM to 7.00 PM. The covenant parking area shall be diverted or converted to no use that will limit or restrict the off-street parking accessory to the Grantee's use during the term of the covenant, beginning at Closing as defined in the Purchase and Sale Agreement identified above. This covenant shall terminate on February_20_, 2033.

2. The Covenanted parking shall be located on an area of the Grantor's site adjacent to the Roadway Easement. The design and location of the parking area shall be agreed to by the Grantee and Grantor before Closing.

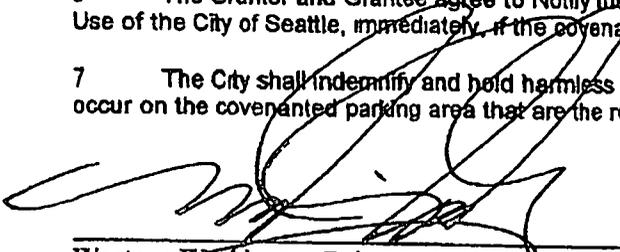
3. The cost for maintenance, repairs and lighting shall be split equally between the City and Allied Trades. In addition, and the City shall pay 50% of the annual assessed real property tax allocable to the covenanted parking area. The Allied Trades shall provide the City with an itemized explanation of all expenses in bi-annual invoices.

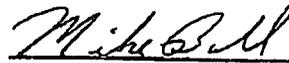
4. This Covenant shall be recorded with King County.

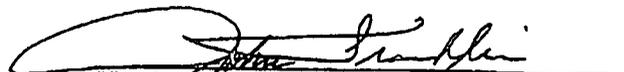
5. The Grantee hereby agrees that upon termination of this covenant for Accessory Parking, other parking spaces will be provided to replace the off-site required spaces covenanted herein, or the Grantee will request a variance within 14 days, or shall relocate the required parking to property owned by Grantee and acceptable to the City for use as off-site Accessory Parking.

6. The Grantor and Grantee agree to Notify the Director of the Department of Construction and Land Use of the City of Seattle, immediately, if the covenant is to be terminated for any reason.

7. The City shall indemnify and hold harmless Allied Trades for any claims or incidences which may occur on the covenanted parking area that are the result of the City's usage.


Western Washington Painters & Allied Trades
Apprenticeship & Training Trust Fund, Grantor

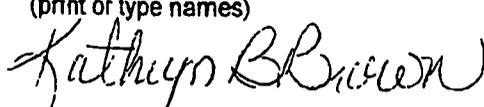

Owner of Accessory Parking Site, Secretary
Western Washington Painters & Allied
Trades Apprenticeship & Training Trust Fund


The City of Seattle, Grantee

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me, Mike Cassidy and Mike Bau, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand this 20th day of Jan, 2003

KATHRYN B BROWN
(print or type names)


NOTARY PUBLIC in and for the State of Washington,
Residing at Everett

My commission expires 2-19-05

KATHRYN B. BROWN
STATE OF WASHINGTON
NOTARY — • — PUBLIC
MY COMMISSION EXPIRES 02-19-05

DESIGN AND LOCATION OF PARKING AREA

THIS PAGE IS INTENTIONALLY LEFT BLANK. THE PARKING COVENANT AND FINAL DESIGN AND LOCATION OF THE COVENANTED PARKING AREA WILL BE RE-RECORDED WHEN THE FINAL DESIGN IS COMPLETED.

EXHIBIT B

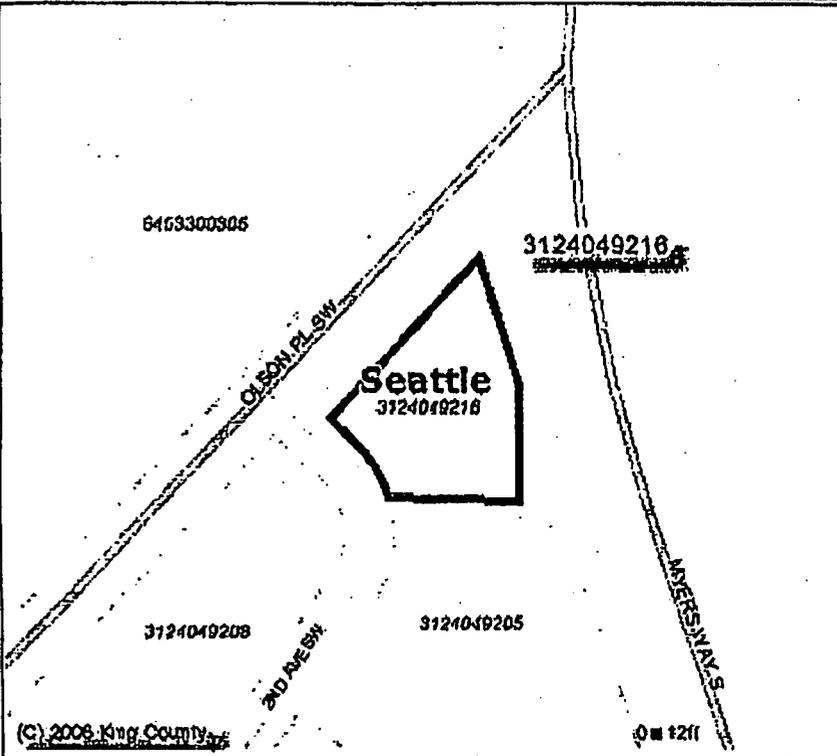
PARCEL MAPS

FOR

THE GRANTOR'S PROPERTY

(Tax Parcels No. 3124049216 and No. 3124049205)

[See attached Parcel Maps]

Parcel Map and Data	
	
Parcel Number	3124049216
Address	
Zipcode	
Taxpayer	WESTERN WA PAINTERS&ALLIED
<p>The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County."</p>	

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Exhibit B - Parcel Maps for the Grantor's Property (Tax Parcels No. 3124049216 and No. 3124049205)

Parcel Map and Data



Parcel Number	3124049205
Address	
Zipcode	
Taxpayer	WESTERN WA PAINTERS & ALLIED

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 you expressly agree to be bound by terms and conditions of the site.
[The details.](#)

EXHIBIT C

**LEGAL DESCRIPTION
FOR
THE GRANTOR'S PROPERTY**

Parcel A (Tax Parcel No. 312404-9216)

Parcel A, City of Seattle Short Plat No. 2400518, recorded under recording number 20050912900007, in King County, Washington.

Parcel B (Tax Parcel No. 312404-9205)

Parcel B, City of Seattle Short Plat No. 2400518, recorded under recording number 20050912900007, in King County, Washington.

EXHIBIT D

PARCEL MAP

FOR

THE GRANTEE'S PROPERTY

(Tax Parcel No. 3124049024)

[See attached Parcel Map]



King County

[Home](#)

[News](#)

[Services](#)

[Comments](#)

[Search](#)

Parcel Map and Data

Parcel Number	3124049024
Address	9401 MYERS WAY S
Zipcode	98106
Taxpayer	SEATTLE CITY OF -FFD

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Exhibit D - Parcel Map for the Grantee's Property (Tax Parcel No. 3124049024)

http://www5.metrokc.gov/parcelviewer/Print_Process.asp

7/2/2007

EXHIBIT E

LEGAL DESCRIPTION FOR THE GRANTEE'S PROPERTY

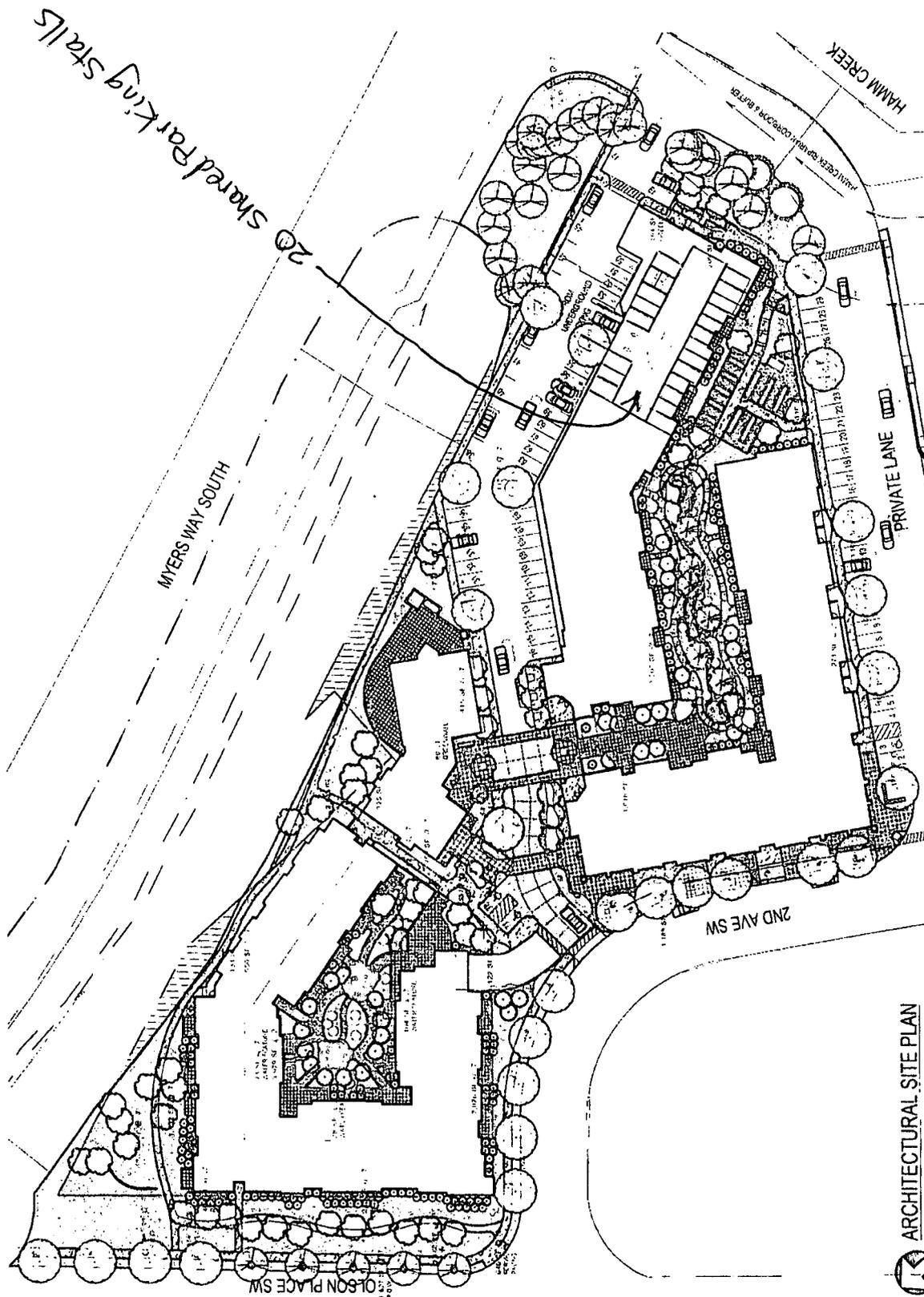
A portion of the Southeast Quarter of the Southeast Quarter of Section 31 and the Southwest Quarter of the Southwest Quarter of Section 32, all lying within Township 24 North, Range 4 East, W M, in King County, Washington, described as follows:

Commencing at the Southeast corner of said Section 31,
Thence N 01°07'31" E, along the East line of said Section 31, for 30.00 feet to the Northerly margin of Southwest Roxbury Street,
Thence N 88°23'36" W, along said Northerly margin, for 624.14 feet to the Easterly margin of Second Avenue Southwest,
Thence N 01°03'31" E, along said Easterly margin, for 177.87 feet to The Point of Beginning for the herein described New Lot 3,
Thence S 88°23'36" E for 1019.46 feet to the Westerly margin of Myers Way South,
Thence N 18°16'47" W, along said Westerly margin, for 731.87 feet,
Thence S 72°10'19" W for 74.06 feet to a point of tangency with a curve to the right having a radius of 130.00 feet,
Thence Westerly and Northerly, along said curve, for an arc length distance of 116.98 feet through a central angle of 51°33'30" to a point of tangency with a line bearing N 56°16'11" W,
Thence N 56°16'11" W, along said line, for 200.12 feet to the most Easterly corner of Parcel A of City of Seattle Boundary Adjustment No. 2106493 as recorded under King County Auditor's file No. 20020426900001,
Thence S 33°43'49" W, along the Southeasterly line of said Parcel A, for 416.21 feet to the Southeast corner of said Parcel A,
Thence N 88°23'36" W, along the South line of said Parcel A, for 167.47 feet to the Southwest corner of said Parcel A, being a point on the Easterly margin of 2nd Avenue Southwest, said point lying on a curve to the left having a radius of 300.00 feet, from which a radial line bears S61°20'37" E,
Thence Southerly and Westerly, along said curve, for an arc length distance of 144.50 feet through a central angle of 27°35'52" to a point of tangency with a line bearing S 01°03'31" W,
Thence S 01°03'31" W, along said line for 290.71 feet to The Point of Beginning.

EXHIBIT F

**ARCHITECTURAL SITE PLAN
AND
PARKING EXHIBITS**

**[See attached Architectural Site Plan, Surface Parking
Exhibit and Below Grade Parking Exhibit]**



20 Shared Parking Stalls

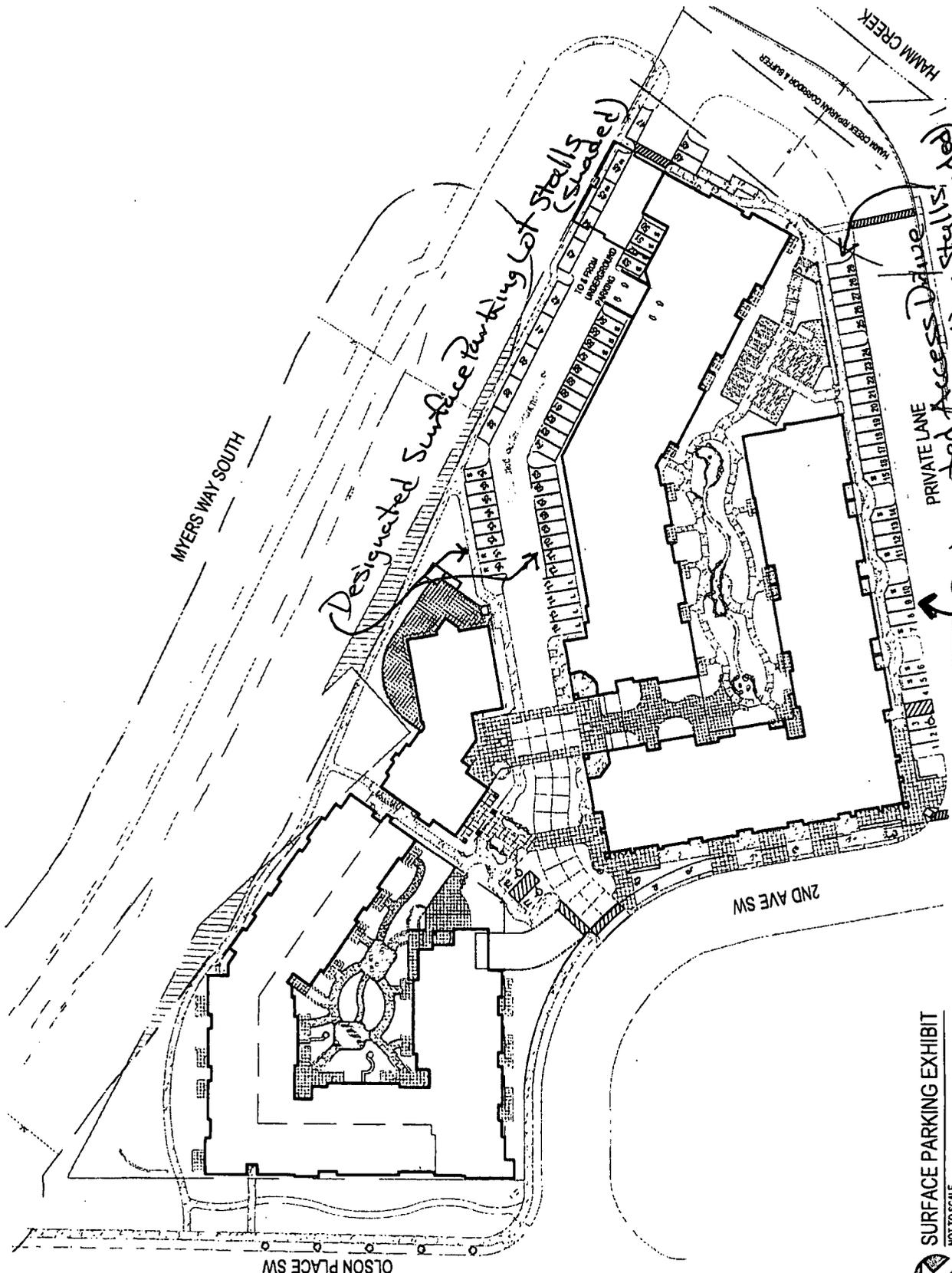
ARCHITECTURAL SITE PLAN
NOT TO SCALE



Johnson Brand
ARCHITECTS
1000 1st Avenue, Suite 1000
Seattle, WA 98101
Phone: 206.467.0000
www.johnsonbrand.com

ARROWHEAD SENIOR HOUSING ASSOCIATES, L.P.
OCTOBER 26, 2007

ARROWHEAD GARDENS AFFORDABLE SENIOR HOUSING
SEATTLE, WASHINGTON
Exhibit F - Architectural Site Plan and Parking Exhibits
Architectural Site Plan



SURFACE PARKING EXHIBIT
NOT TO SCALE

ARROWHEAD GARDENS AFFORDABLE SENIOR HOUSING
SEATTLE, WASHINGTON

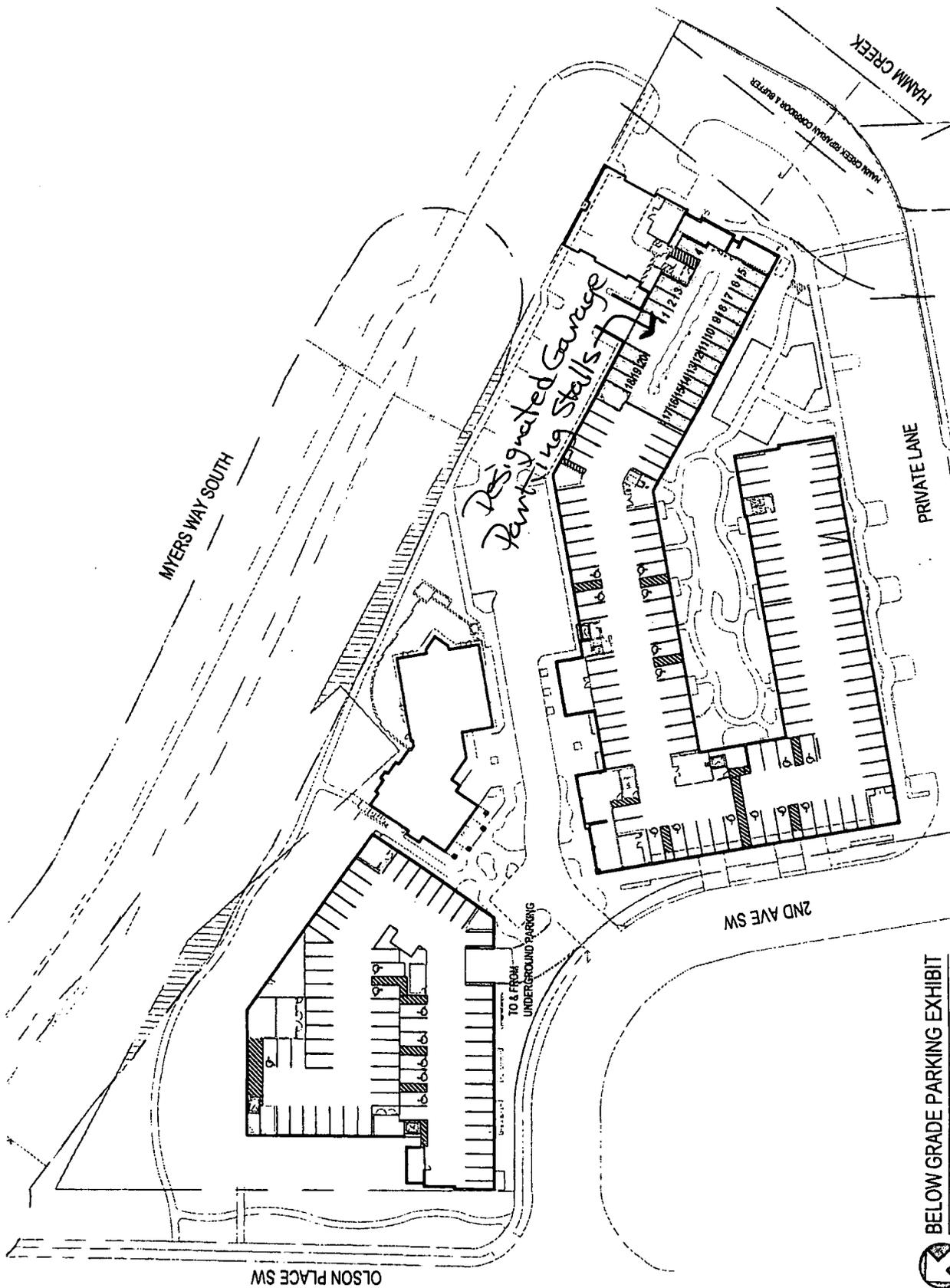
Exhibit F - Architectural Site Plan and Parking Exhibits
Surface Parking



Johnson Brundage
Architects, Inc.
1000 5th Avenue
Seattle, WA 98101
Phone: 206.465.3000
www.jbrundage.com

ARROWHEAD SENIOR HOUSING ASSOCIATES, L.P.

OCTOBER 26, 2007



BELOW GRADE PARKING EXHIBIT
 NOT TO SCALE



ARROWHEAD SENIOR HOUSING ASSOCIATES, L.P.
 OCTOBER 26, 2007

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 SEATTLE, WASHINGTON

Exhibit F - Architectural Site Plan and Parking Exhibits
 Below Grade Parking



City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

January 22, 2008

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that amends a Parking Covenant providing 82 parking stalls on the site immediately to the north of the City's Joint Training Facility (JTF). This Covenant enables continued use of these parking spaces by City employees and visitors to the JTF, while the adjacent property owner will have responsibility for all ongoing operation and maintenance costs.

The original Parking Covenant approved by Ordinance 121122 was included in the purchase of land for the Joint Training Facility from the Allied Trades. The City and Allied Trades agreed to defer the precise location of the 82 parking stalls until a development plan was completed for the site. Now that Allied Trades has entered into a contract with Arrowhead Senior Housing Associates Limited Partnership for development of an affordable retirement apartment community for seniors, an agreement has been reached for both the location of the parking and a parking management plan for before, during, and after Arrowhead's construction project.

The parking retained by the amendment to the existing parking management plan and Covenant ensures continued use of the Joint Training Facility, which supports improved public safety services for the community. Thank you for your consideration of this legislation. Should you have questions, please contact Joan Rosenstock at 684-8541 or Hillary Hamilton at 684-0421.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Nickels', written over a large, stylized flourish.

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 615-0476 Fax: (206) 684-5360, Email: mayors.office@seattle.gov

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STATE OF WASHINGTON - KING COUNTY

--SS.

222610
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

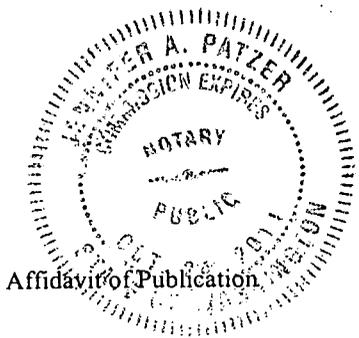
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:122647-48,50-51

was published on

04/04/08

The amount of the fee charged for the foregoing publication is the sum of \$ 63.23, which amount has been paid in full.



Affidavit of Publication

[Signature]

Subscribed and sworn to before me on

04/04/08

[Signature]

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on March 24, 2008, and published here by title only, will be mailed, at no cost, on request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 122651

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 122650

AN ORDINANCE relating to customer service improvements; abrogating an unexpended allowance in the 2008 Budget of Finance General; and reappropriating the unexpended allowance to the 2008 Budget of the Department of Executive Administration.

ORDINANCE NO. 122648

AN ORDINANCE relating to assistance for the homeless; authorizing an agreement with the United States Department of Housing and Urban Development for additional funds available under the McKinney-Vento Homeless Assistance Act and increasing appropriations in the 2008 budget of the Human Services Department; all by a three-fourths vote of the City Council.

ORDINANCE NO. 122647

AN ORDINANCE relating to the Joint Training Facility project, located at 9401 Myers Way S. in Seattle; authorizing the amendment and restatement of the parking covenant approved by Ordinance 121122.

Publication ordered by JUDITH PIPPIN,
City Clerk

Date of publication in the Seattle Daily
Journal of Commerce, April 4, 2008.

4/4(222610)