SEATTLE CITY COUNCIL

Legislative Summary

CB 118339

Record No.: CB 118339

Type: Ordinance (Ord)
124737

Status: Attested by City Clerk

Version: 1

In Control: City Clerk

File Created: 02/13/2015

Final Action: 03/27/2015

Title: AN ORDINANCE relating to the Pike Place Market Preservation and Development Authority; authorizing the Director of the Office of the Waterfront to enter into a development agreement to distribute $34 million in bond proceeds and to convey certain real property located at 1901 Western Avenue, Seattle, Washington to the Authority for the development of a mixed-used project with public parking, low-income housing, public open space, retail and commercial space; authorizing the acceptance of an easement from the Authority on that property; and authorizing the Director of the Office of the Waterfront and the Housing Director to execute documents and take other actions in connection with this project.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Godden

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments:

Drafter: cheryl.swab@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published: ☐ Yes ☐ No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	02/24/2015	Mayor's leg transmitted to Council	City Clerk			
	Action Text:	The Council Bill (CB) was Mayor's leg transmitted to Council to the City Clerk					
	Notes:						
1	City Clerk	02/24/2015	sent for review	Council President's Office			
	Action Text:	The Council Bill (CB) was sent for review to the Council President's Office					
	Notes:						

1	Council President's Office	02/25/2015	sent for review	Committee on Central Waterfront, Seawall, and Alaskan Way Viaduct Replacement Program	

Action Text: The Council Bill (CB) was sent for review to the Committee on Central Waterfront, Seawall, and Alaskan Way Viaduct Replacement Program

Notes:

1	Full Council	03/02/2015	referred	Committee on Central Waterfront, Seawall, and Alaskan Way Viaduct Replacement Program	

Action Text: The Council Bill (CB) was referred to the Committee on Central Waterfront, Seawall, and Alaskan Way Viaduct Replacement Program

Notes:

1	Committee on Central Waterfront, Seawall, and Alaskan Way Viaduct Replacement Program	03/16/2015	pass as amended		Pass

Action Text: The Committee recommends that Full Council pass as amended the Council Bill (CB).

Notes:

In Favor: 8 Chair Godden, Member Bagshaw, Member Burgess, Member Clark, Member Harrell, Member Licata, Member Rasmussen, Member Sawant

Opposed: 0

1	Full Council	03/23/2015	passed		Pass

Action Text: The Council Bill (CB) was passed by the following vote and the President signed the Bill:

In Favor: 8 Council President Burgess, Councilmember Clark, Councilmember Godden, Councilmember Harrell, Councilmember Licata, Councilmember O'Brien, Councilmember Rasmussen, Councilmember Sawant

Opposed: 0

1	City Clerk	03/25/2015	submitted for Mayor's signature	Mayor	

Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor

Notes:

1	Mayor	03/27/2015	Signed		

Action Text: The Council Bill (CB) was Signed.

Notes:

1	Mayor	03/27/2015	returned to Clerk	City Clerk	

Action Text: The Council Bill (CB) was returned to Clerk. to the City Clerk

Notes:

1	City Clerk	03/27/2015	attested by City Clerk		

Action Text: The Ordinance (Ord) was attested by City Clerk.

Notes:

CITY OF SEATTLE

ORDINANCE 124737

COUNCIL BILL 118339

AN ORDINANCE relating to the Pike Place Market Preservation and Development Authority; authorizing the Director of the Office of the Waterfront to enter into a development agreement to distribute $34 million in bond proceeds and to convey certain real property located at 1901 Western Avenue, Seattle, Washington to the Authority for the development of a mixed-used project with public parking, low-income housing, public open space, retail and commercial space; authorizing the acceptance of an easement from the Authority on that property; and authorizing the Director of the Office of the Waterfront and the Housing Director to execute documents and take other actions in connection with this project.

WHEREAS, the Pike Place Market Preservation and Development Authority (Authority) was chartered pursuant to Seattle Municipal Code 3.110 (Ordinance 103387 as amended), and RCW 35.21.730 *et seq.*, to undertake "renewal, rehabilitation, preservation, restoration and development of structures and open spaces" in the Pike Place Market "in a manner which affords a continuing opportunity for Market farmers, merchants, residents, shoppers and visitors to carry on their traditional market activities" and, among other activities, "preserve and expand the residential community, especially for low-income people;" and

WHEREAS, the City owns certain land in the Pike Place Urban Renewal Project area designated as PC-1 North in the Pike Place Urban Renewal Plan as amended in January of 1974, pursuant to Ordinance 102916, and as extended by Ordinance 124361. The property consists of approximately 0.75 acres and is bounded by Western Avenue to the east, the Alaskan Way Viaduct (Viaduct) to the west, the existing Pike Place Market parking

garage to the south, and Victor Steinbrueck Park and the Market Place North parking garage to the north; and

WHEREAS, the PC-1 North site was occupied by the old Municipal Market building, which contained public parking and Market-related commercial uses until that building burned down in 1974; since 1979, the Authority has operated surface level public parking on the site under a series of agreements with the City; and

WHEREAS, the PC-1 North site is the last undeveloped parcel remaining in the Pike Place Urban Renewal Project area and redevelopment of the PC-1 North site for Market-related purposes has been a City priority in order to restore the property to its historic uses, reintegrate it into the Pike Place Market and provide additional low-income housing; and

WHEREAS, the City executed a Memorandum of Understanding (MOU) pursuant to Ordinance 124122, concerning the development of this property with specific guidelines and requirements related to the conveyance of the property to the Authority and the construction of a new mixed-use structure known as the "PC-1 North/ MarketFront" (Project) to be joined to the existing Public Market Parking Garage on the adjacent PC-1 South property owned by the Authority; and

WHEREAS, the Project will provide approximately 300 parking spaces, 40 units of low-income housing, approximately 12,000 square feet of new retail and vendor space, and over 30,000 square feet of public open space, all of which will further the charter of the Authority and is consistent with the intent of the Pike Place Market Historical District Ordinance 100475, as amended; and

WHEREAS, state law authorizes the transfer of property to a public development authority with or without consideration, subject to appropriate deed restrictions necessary to ensure the

continued use of such property for public purposes, including redevelopment that would provide public benefits; and

WHEREAS, the state's SR 99 bored tunnel project, removal of the Viaduct, and the City's redevelopment of the central waterfront will eliminate on-street short-term public parking spaces; and

WHEREAS, replacement public parking is needed to serve visitors to the Market and the central waterfront, and to preserve the viability of the Market as a retail center; and

WHEREAS, the Project has been designed in close coordination with the City's Office of the Waterfront to ensure that it will connect with the future "Overlook Walk" and includes pathways that will provide public access between the Aquarium Plaza on the central waterfront and the City's central retail district on Pike and Pine Streets through the Market; and

WHEREAS, the Project will achieve certain of the City's objectives for development of the central waterfront as expressed in the City's Central Waterfront Concept Design and Framework Plan and Resolution 31399; and

WHEREAS, the Seattle Design Commission reviewed and recommended approval of the PC1-North development, specifically related to the creation of public spaces and new connections from Pike Place Market via the future Overlook Walk to the central waterfront; and

WHEREAS, in 2014 the Seattle Design Commission also reviewed and recommended approval of a partial street vacation of an unimproved section of Armory Way, approved by City Council under Clerk's File 313716, to accommodate portions of the structure in that unimproved right of way; and

WHEREAS, in 2015, the Pike Place Market Historical Commission approved the use, design and donor recognition elements of the Project; and

WHEREAS, the Authority has completed environmental review for the Project and the City's Department of Planning and Development has issued a determination of nonsignificance for the Project; and

WHEREAS, the MOU articulated a series of guiding principles and specific requirements for the Project to be addressed in the Development Agreement, including but not limited to the principle that the Authority "must demonstrate that the Project as designed and funded is feasible and can be undertaken in a manner consistent with the prudent financial management" of the Authority and its properties; and

WHEREAS, to satisfy the goals articulated in the MOU for replacement parking, the Project construction will begin prior to the demolition of the Viaduct and is expected to take 18 months to complete from the Project commencement date; and

WHEREAS, the Development Agreement is intended to satisfy the requirements of the MOU and memorialize the relationship between the City and the Authority to address issues, including but not limited to conveyance of the property, funding, design, and construction of the Project, and serve as the basis for the City's financial contribution to the Project and continued involvement and oversight until Project completion; NOW, THEREFORE;

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of the City of Seattle's Office of the Waterfront (Director) is authorized to execute and perform, for and on behalf of the City, an agreement (Development Agreement) with the Pike Place Market Preservation and Development Authority (Authority) for

the transfer and development, on the terms and subject to the conditions authorized in this ordinance, of the following described property (Property):

Those portions of Lots 5 through 12, Block 36, and that certain unnumbered tract or lot lying generally southeast of Block 36, delineated on an Addition to the Town of Seattle as Laid Out by A.A. Denny (commonly known as A.A. Denny's 6th Addition to the City of Seattle), as recorded in Volume 1 of plats, page 99, in King County, Washington, and those portions of the vacated alley in said Block 36 and vacated Pine and Stewart Streets more particularly described as follows:

Beginning at the most northerly corner of Lot 5, Block 36, of said plat of A.A. Denny's Sixth Addition to the City of Seattle;

Thence southwesterly along the northwesterly margin of said Lot 5 to its intersection with the northeasterly line of Armory Way, as established by condemnation Ordinance No. 66339, as amended by Ordinance No. 67125;

Thence southeasterly along said northeasterly line of Armory Way to a point on a line parallel with and 30 feet northwest of the northwesterly line of Block H, Addition to the Town of Seattle as Laid out by A.A. Denny (commonly known as A.A. Denny's 4th Addition to the city of Seattle), as recorded in Volume 1 of plats, page 69, in King County, Washington;

Thence northeasterly along said parallel line to the southwesterly line of Western Avenue as widened under the provisions of Ordinance Nos. 11704 and 18109 of the City of Seattle;

Thence northwesterly along said southwesterly line of Western Avenue to its intersection with the northwesterly line of Lot 6, Block 36, said plat of A.A. Denny's 6th Addition to the City of Seattle;

Thence southwesterly along the northwesterly line of said Lot 6 to the most westerly corner thereof;

Thence southwesterly along the southwesterly projection of the northwesterly line of said Lot 6 to the point of beginning;

(Also known as Parcel B of City of Seattle Lot Boundary Adjustment Number 8800103, recorded under recording number 8807250812 and amended by recording number 8811290942).

The Development Agreement shall be substantially in the form attached to this ordinance as Attachment A except that the Director may make such minor modifications, revisions, and additions to the covenant and easement attached to the Development Agreement as are consistent with the purpose and intent of this ordinance and in the City's best interests. In order to carry out the Development Agreement for and on behalf of the City, the Director is authorized to execute a deed for the Property substantially in the form attached as Exhibit E to the Development Agreement and upon satisfaction of the conditions precedent under the Development Agreement, the Director is authorized to cause the deed to be recorded and delivered to the Authority. Subject to Section 3 of this Ordinance, the Director is further authorized to execute, deliver, accept, record, modify, administer, and perform such other documents as he/she shall deem necessary or advisable to implement the purpose of this ordinance, which may include subordination agreements and priority agreements, and to grant,

deny, or condition any consents or approvals required or allowed under the terms of the Development Agreement or related documents.

Section 2. The Development Agreement shall require the Authority to use diligent efforts to pursue financing applications, permit applications, and all other steps necessary to construct and permanently finance improvements on the Property consistent with the Development Agreement. All such efforts of the Authority shall be at its own expense and risk, provided that nothing in this ordinance or the Development Agreement shall relieve any contractor, insurer, or other third party from any liability or obligation.

Section 3. The Director of the Office of Housing (Housing Director) is authorized to execute, deliver, accept, record, modify, administer, and perform such other documents, including without limitation the master lease, as the Housing Director may deem necessary or appropriate to facilitate construction of the affordable housing component of the Project, and may grant such consents and approvals as may be required under the Development Agreement or Covenant for the leasing and financing of that component.

Section 4. As a condition to the transfer of the Property, the Authority shall deliver to the City a covenant (Covenant) pursuant to which the Authority agrees to use the Property for low-income housing and public parking for a term of 50 years from the Project completion date, substantially in the form of Exhibit F to the Development Agreement. The Director is authorized to accept and record the Covenant, and to enforce and administer the rights of the City thereunder.

Section 5. As a condition to the transfer of the Property, the Authority shall deliver to the City an easement (Easement) granting to the City rights of public access in, on, across, and through the public access areas to be constructed on the Property, all as described in the form of

the required Easement, substantially in the form of Exhibit G to the Development Agreement. The Director is authorized to accept and record the Easement, and to enforce and administer the rights of the City thereunder.

Section 6. At the time the Covenant and Easement required herein are delivered to the City, the Property shall not be encumbered in any way except by instruments of record or reservations in favor of the City.

Section 7. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 23rd day of March, 2015, and signed by me in open session in authentication of its passage this 23rd day of March, 2015.

President _____ of the City Council

Approved by me this 27 day of March, 2015.

Edward B. Murray, Mayor

Filed by me this 27th day of MARCH, 2015.

Monica Martinez Simmons, City Clerk

(Seal)

Attachment A: MARKETFRONT/PC-1 NORTH DEVELOPMENT AGREEMENT including Exhibits

MARKETFRONT/PC-1 NORTH DEVELOPMENT AGREEMENT

BY AND BETWEEN

**THE CITY OF SEATTLE,
A WASHINGTON MUNICIPAL CORPORATION**

AND

**PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY,
A WASHINGTON PUBLIC DEVELOPMENT AUTHORITY,**

Section 12.10 Entire Agreement 31

The Property was occupied by the Municipal Market building, which contained public parking and Market-related commercial uses until that building burned down in 1974. The PPMPDA has operated surface-level public parking on the site under a series of agreements with the City since 1979.

The Plan calls for the Property to be the location of public parking for the Market and of commercial, residential, and public spaces to complement existing Market activity. The City and PPMPDA have been working toward the development of public parking on the site for several years.

The Washington State Department of Transportation's ("WSDOT") SR 99 bored tunnel project construction and the City's central waterfront program construction will eliminate several hundred on-street short-term public parking spaces on the waterfront and in the vicinity of the Market. The development of replacement parking is essential to preserve the viability of the Market as a retail center and to support development of the central waterfront for public recreational and park uses.

On May 15, 2013, pursuant to Ordinance 124122, the City and the PPMPDA executed a Memorandum of Understanding concerning development of the Property (the "MOU") that described a process potentially leading to the conveyance of the Property to the PPMPDA and the construction of a new mixed-use structure, known as the Pike Place Market MarketFront (the "Project"), to be joined to the existing Public Market Parking Garage on adjacent property ("PC-1 South") owned by the PPMPDA. The new structure will provide an additional 300 parking spaces, more or less, approximately 40 units of low-income senior housing, 12,000 square feet of retail commercial space, and 30,000 square feet of public open space, all of which would further the charter of the PPMPDA, would follow the intent of the Pike Place Market

As part of this Development Agreement, the City intends to convey the Property to the PPMPDA for public benefit consistent with the Community Renewal Act, RCW 35.81.090, and the statute authorizing the formation of public authorities, including the PPMPDA ((RCW 35.21.730(1) and 35.21.747(1)), which authorize the transfer of property to a public development authority with or without consideration subject to appropriate deed restrictions necessary to ensure the continued use of such property for the public purposes or purposes for which it is transferred and with respect to which the City Grant described in this Development Agreement is made.

ARTICLE 2
Effective Date; Incorporation of Documents and Materials

Section 2.1 Effective Date. This Development Agreement will become effective when it is executed by authorized representatives of both the City and the PPMPDA following authorization by each Party's governing body. The date this Development Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) will be deemed the date of this agreement.

Section 2.2 Exhibits.

Ex. A - Legal Description

Ex. B - Waterfront-Related Elements

Ex. C - Capital Budget (including Funding Plan/Sources & Uses)

Ex. D - PPMPDA Fundraising Plan

Ex. E - Form of Quit Claim Deed

Ex. F – Form of Covenant

Ex. G - Form of Public Access Easement

Elements or garage shall be reviewed by the Director, including a specific timeline for such review designed to minimize potential delays in completing the Project consistent with the "Project Schedule," Exhibit I. Nothing in this paragraph shall be construed as limiting the authority of the City to approve or disapprove proposed changes to the Project when acting in its regulatory capacity.

Section 3.2 Permitting. The PPMPDA shall manage all regulatory review for the Project including, but not limited to, Pike Place Market Historical Commission (the "Commission") review, environmental review, and any other City review and permitting processes, including reviews by the Seattle Design Commission with respect to the Waterfront-Related Elements. The PPMPDA also shall be responsible for undertaking and managing informal, community-based design review, including review by the Market community.

ARTICLE 4
Funding

Section 4.1 Capital Budget. As reflected in Exhibit C, the "Capital Budget" is approximately $73,000,000, to be provided from all available sources, including the City Grant described in Section 4.2.2. The Capital Budget will continue to be refined as competitive bidding proceeds and overall Project scope is confirmed. The PPMPDA's Final Capital Budget ("Final Capital Budget") will be submitted to the Director in conjunction with PPMPDA notification of the Project Commencement Date under Section 5.1.1.

Section 4.2 City Grant and Other Support. The following are the City's contributions to and support for the Project:

(c) The City Grant shall become available for use and expenditure by the PPMPDA as described in Article 8. The PPMPDA shall use the City Grant, and all other funds available for the Project (including funds from all sources identified on the Final Capital Budget), only for development of the Project strictly in accordance with the Final Capital Budget.

Section 4.3 PPMPDA Funds and Fundraising. The PPMPDA shall obtain the balance of funding needed to fully fund the Final Capital Budget, increased or decreased as appropriate resulting from scope, design and schedule changes and any cost overruns, as provided herein. Such funding will come from a variety of sources, including but not limited to the following:

4.3.1 PPMPDA Direct Funding. The PPMPDA currently has funds in the form of capital reserves, approximately $570,000 of which it already has committed to design of the Project. The PPMPDA shall expend at least an additional $2,430,000 in equity funds for design and construction of the Project.

4.3.2 Funding from Other Public Programs or Projects. The PPMPDA has represented that elements of the Project may be eligible for public funding or financing through various City, State or other public low- and moderate-income housing assistance programs, as well as capital grants from jurisdictions other than the City, as follows:

(a) WSDOT will contribute $6,000,000 toward construction of the PC-1 North parking garage. Of that amount, $3,500,000 has been received by the PPMPDA in exchange for the PPMPDA's commitment to certain parking rate restrictions on parking stalls in the existing PC-1 South garage as evidenced by a restrictive covenant between WSDOT and the PPMPDA recorded under King County Recording No. 20141204002071. WSDOT and the PPMPDA are currently negotiating one or more agreements under which an additional

Finance Director but omitted from the copy submitted. The Finance Director will deem a pledge reliable if it is from a person or entity of substantial net worth in relation to the amount pledged and the Finance Director knows of no reason why the pledge may not be honored.

4.3.4 Other Funding. The PPMPDA shall use its best efforts to secure additional funding for construction of elements of the Project through Federal New Market income tax credits. The PPMPDA currently estimates that such tax credits may generate net proceeds for application to Project costs of as much as $4,000,000. To the extent otherwise permitted by applicable law, the PPMPDA may use any source of Project funding, specifically including the City Grant, in a manner that enables it to obtain private investment in PPMPDA-owned buildings under Federal income tax credit programs so long as an amount equal to the portion of such City Grant funds so applied is utilized to pay Eligible Project Costs, all subject to restrictions on the sale or encumbrance of PPMPDA-owned property under applicable law and its charter and under the terms of the City conveyance.

4.3.5 Debt. The PPMPDA will use a combination of short and long term debt to apply toward its share of total Project costs. The PPMPDA currently estimates it will borrow $14,000,000. Short term debt may be required as advances against funds that may be available later than when such funding will be required for construction of the Project, including multi-year pledges of gifts to the Project and tax credit proceeds.

ARTICLE 5
Project Commencement Actions Timeline; Property Conveyance

Section 5.1 Project Commencement Actions Timeline. The City will convey the Property to the PPMPDA (subject to a perpetual public access, use right or easement and to a utility easement) and the PPMPDA shall give its construction contractor Notice to Proceed with

been satisfied. If either condition is not satisfied, the Director, together with the Finance Director, will work with the PPMPDA to address any actions that the PPMPDA could pursue in order to satisfy the condition(s). The Director shall notify the PPMPDA in writing, if and when, the City has determined that the conditions under subsections 5.1.2(a) and (b) are satisfied.

Section 5.2 Property Conveyance. When the conditions described in Section 5.1.2 have been satisfied, the Parties shall promptly schedule a date for the City to convey the Property to the PPMPDA on the terms set forth below.

5.2.1 Conditions of Conveyance. The City will convey the Property, together with all improvements on the site, to the PPMPDA pursuant to a quit claim deed substantially in the form attached as Exhibit E in "AS-IS" condition, without warranties or representations of any kind. In accordance with RCW 35.21.747, the conveyance will be subject to covenants for low-income housing and public parking as set forth in Exhibit F ("Covenant"), and easements for perpetual public access, Exhibit G ("Public Access Easement"), and electrical utilities, Exhibit H, to ensure the continued use of the Property for public purposes, including housing, public open space and short-term public parking.

5.2.2 Consideration. The City will receive no monetary consideration for conveyance of the Property to the PPMPDA or for the availability of the City Grant funding described herein. Consideration for transfer of the Property and the other obligations of the City under this Development Agreement includes: (a) the construction by the PPMPDA of the Project consistent with the requirements of this Development Agreement, including constructing the Waterfront-Related Elements and parking garage; and (b) continuous operation of the completed Project by the PPMPDA as an essential element of the Market in a manner consistent with the PPMPDA's charter and the Covenant. If the Parties later agree, the PPMPDA will

provide replacement parking for the Market and waterfront businesses and attractions, including the Seattle Aquarium; and (2) the Project schedule maximize opportunities for meaningful coordination with construction of certain other elements of the City's Central Waterfront concept design such as the proposed Overlook Walk and the elevated Elliott Way connection, among others, the PPMPDA shall use its good faith best efforts to start construction of at least the below-grade portions of the Project on the Project Commencement Date shown on the Project Schedule. Once construction commences, the PPMPDA shall proceed diligently to complete the work so as to achieve substantial completion of the entire Project no later than the "Project Completion Date" shown on the Project Schedule. The current Project Schedule is attached as Exhibit I. The Director shall extend the Project Completion Date reflected in the Project Schedule for the duration of time reasonably necessary for the Parties to resolve issues such as potential cost overruns under Section 7.1.2 and proposed material changes under Section 3.1.1.

ARTICLE 7
Project Construction

Section 7.1 Project Construction.

7.1.1 Design and Construction. Subject to the requirements of this Development Agreement, PPMPDA shall undertake and be responsible for the management of all aspects of the design and construction of the Project. In conducting, causing or permitting any construction work on the Property, PPMPDA shall cause all construction work to be done in a good and workmanlike manner and shall comply with or cause compliance with all laws and permits. The PPMPDA shall obtain or cause to be obtained and maintain in effect, as necessary, all building permits, licenses and other governmental approvals that may be required in connection with construction of the Final Project Design. The PPMPDA shall complete

designee to attend, become informed about the status of the Project, participate in discussions and present the City's position with respect to matters being discussed.

(e) The PPMPDA shall deliver a copy of any Project construction meeting minutes to the Director within seven days after the PPMPDA receives them from its Project architect or contractor.

(f) The PPMPDA is responsible for all cost overruns that may be experienced by the Project, including those due to unforeseen conditions. The PPMPDA will notify the Director within ten days of discovering any event or condition likely to lead to cost overruns and that must be addressed in order for the Project to proceed. The PPMPDA will evaluate ways to resolve any such event or condition and estimate the cost of doing so. In addressing potential cost overruns, the PPMPDA may, among other measures, apply funds within the Project contingency component of the Final Capital Budget, make modifications to the Final Project Design subject to Section 3.1.1 and apply such additional funds that the PPMPDA, in its sole discretion, determines are necessary to complete the Project. The PPMPDA will inform the Director of the circumstances leading up to and resulting from the potential cost overruns and keep the Director apprised of its work and of its plans for addressing such conditions, specifically including any proposed changes in the Final Project Design requiring his approval under Section 3.1. If the PPMPDA determines that it may lack sufficient resources to address any cost overruns and, as a result, may not be able to complete the Project, it will so notify the Director within ten days of such determination. The Parties will cooperate in developing and implementing a plan to complete, suspend or terminate the Project; provided, that such cooperation shall in no way modify or limit the City's available remedies in the event

7.1.5 Waterfront-Related Elements. Notwithstanding Exhibit B (Waterfront-Related Elements), the following components of the Waterfront-Related Elements shall be addressed as follows:

(a) PC-1 North Garage Façade. The façade of the garage adjacent to the Overlook Walk may remain open with steel cable barriers until the beginning of construction of the Overlook Walk when the PPMPDA shall be obligated to promptly complete infilling such façade.

(b) Heritage House Walkway. The southern pedestrian connection between the Overlook Walk and Western Avenue shall be completed by the PPMPDA when the Heritage House is redeveloped or substantially renovated.

(c) Public Plaza. The PPMPDA shall provide for a Project alternate for upgraded surface paving treatment of the PC-1 North public plaza adjacent to the Overlook Walk consistent with that of the Overlook Walk. Such upgrade shall be a high priority funding opportunity within the Market Foundation's campaign to raise philanthropic contributions to support development of the PC-1 North Project. The Friends of Waterfront Seattle (the "Friends") also may participate in raising funds for this upgrade. If the Foundation or the Friends succeed in raising such philanthropic funds for such surface treatment, the PPMPDA shall complete such upgrade when the Overlook Walk is constructed.

ARTICLE 8
Process for Disbursement of City Grant Proceeds

Section 8.1 Process for Disbursement of City Grant Proceeds.

(a) To aid the City in determining the timing of the issuance of bonds to fund the City Grant, on or prior to each June 30 and December 31 during the construction period (or until the City Grant proceeds have been fully disbursed), the PPMPDA shall provide to the City updated projections for monthly spending of the proceeds of the City Grant through the end of the construction period. To aid the City in correctly sizing the anticipated issuance of taxable bonds to fund the City Grant, the PPMPDA further agrees to cooperate with the City Finance Director to provide updated spending projections confirming, as of the date on which the City expects to issue any bonds for the purpose of funding City Grant disbursements, the amount of the City Grant disbursements expected to be requested within the next succeeding 12-month period.

(b) The PPMPDA may request disbursements of the City Grant proceeds no more frequently than monthly to reimburse Eligible Project Costs, as defined in Section 4.2.2. The PPMPDA shall request disbursement of funds only for payment of Eligible Project Costs already incurred and the amount of each request must be limited to the amount needed to reimburse the PPMPDA for expenditures, supported by the documentation as described in Section 8.2.

(c) City Grant proceeds shall be disbursed, pursuant to a disbursement request in a standard format agreed to by the Parties, within 30 business days after the request is received, if: (i) the disbursement request is submitted in compliance with the requirements of this Development Agreement; (ii) the PPMPDA is in compliance with the terms of this Development Agreement and no default exists under any other agreement for the financing or

ARTICLE 9
Phased Development; Alternative Projects

Section 9.1 Phased Development and Alternative Projects. If the Parties agree in writing that the Project reflected in the Final Project Design should be undertaken in phases, the PPMPDA may proceed on that basis, provided that the PPMPDA demonstrates to the Director's reasonable satisfaction that it remains committed to completion of the entire Project and has a viable plan for doing so that includes all necessary financial resources to complete the Project. Each successive phase shall itself be subject to requirements of this Development Agreement. If the Parties agree that the Project, substantially as reflected in the Final Project Design, is no longer viable, the Parties may proceed to develop and construct a mutually acceptable alternative project. Any such alternative project must include 300 public parking stalls, more or less, for both Market and waterfront use and provide public open space, access and use features appropriate for the Project. If the Parties agree such an alternative project can be completed within resources reasonably available to the Parties, a new or revised development agreement will be negotiated for review and approval by the PPMPDA Council and the City Council.

If the PPMPDA has not given notice of the Project Commencement Date within five years after the effective date of this Development Agreement, the Agreement shall terminate. The City will thereafter convey the Property to the PPMPDA for continued use for Market and related public purposes contingent on the City's approval of the PPMPDA's plans for use of the site. Any conveyance must include reservation of reasonable and appropriate rights of public access and use, and will be contingent on PPMPDA Council and City Council review and approval of a new or revised development agreement for such project. Any such project must include at least 300 public parking stalls serving the Market and the waterfront; public open

The products and completed operations coverage for the general contractor shall extend for three years past the date of substantial completion of the Project.

(c) Automobile Liability. Automobile liability insurance for the architect and general contractor with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to vehicles assigned to or used in the construction of the Project.

(d) Contractor's Equipment. Contractor's equipment insurance for the architect and general contractor covering owned, non-owned, and leased equipment used in connection with construction of the Project. With the approval of the PPMPDA, the architect and the general contractor may self-insure owned, non-owned or leased equipment.

(e) Builder's Risk. Builder's risk insurance with a limit of liability consistent with the requirements of the PPMPDA's general contractor contract. The coverage shall be written on all risk of direct damage basis and shall include coverage for fire and physical loss or damage from flood and earthquake. Builder's risk insurance shall cover construction at the site, at any off-site storage location, if appropriate, and while in transit, any and all materials, equipment, machinery, tools and supplies, including buildings and all temporary structures to be used in or incidental to the fabrication, erection, testing or completion of the Project.

10.1.3 Liens. The PPMPDA will pay or cause to be paid all sums payable by it on account of any labor performed or materials furnished in connection with any work performed on the Project. The PPMPDA shall not permit any mechanic's or materialman's lien to be filed against the premises for work claimed to have been done for, or materials claimed to have been furnished to, the PPMPDA.

under Washington's Industrial Insurance Act, RCW Title 51, but only as to the City Indemnified Parties and to the extent necessary to provide the City Indemnified Parties with a full and complete defense and indemnity.

11.1.2 City Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend (using counsel acceptable to PPMPDA) and hold PPMPDA, its Council members, employees, agents, officers, contractors, guests or invitees throughout the course of the Project (collectively, "PPMPDA Indemnified Parties") harmless from and against all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including PPMPDA's actual and reasonable personnel and overhead costs and attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) of any kind whatsoever resulting from, arising out of, or connected with the City's breach of this Development Agreement. The City's defense and indemnity obligations extend to claims brought by its own employees and the City's foregoing obligations are specifically and expressly intended to act as a waiver of the City's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to PPMPDA Indemnified Parties and to the extent necessary to provide PPMPDA Indemnified Parties with a full and complete defense and indemnity.

Section 11.2 Limitation of Indemnification Obligation.

11.2.1 Limitation of PPMPDA's Obligation. If RCW 4.24.115 as in effect on the date of this Development Agreement applies to any claim, then the PPMPDA's indemnity: (i) shall not apply to damages caused by or resulting from the sole negligence of the City Indemnified Parties; and (ii) in the case of the concurrent negligence of (A) the City Indemnified Parties, and (B) PPMPDA, its Council members, agents, contractors, officers, affiliates,

ARTICLE 12
Miscellaneous Provisions

Section 12.1 Nondiscrimination; Compliance with Laws. The PPMPDA shall comply with all applicable laws including, without limitation, all equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code as they may be amended, and rules, regulations, orders, and directives of the associated administrative departments and their officers. Without limiting the generality of the foregoing, the PPMPDA shall cause the Project construction to comply with the requirements of the Americans with Disabilities Act ("ADA"). The PPMPDA expressly acknowledges that the provisions of the ADA may exceed requirements contained in building codes and other regulations and that in such instances, the ADA requirements shall control.

Section 12.2 Notices. All notices and requests required or permitted to be given in connection with this Development Agreement shall be in writing and shall be deemed given as of the day they are received either by messenger, express delivery service, or in the United States of America mail, postage prepaid, certified or registered, return receipt requested, and addressed as follows, or to such other address as the party to receive the notice or request so designates by written notice to the other consistent with this Section 12.2:

If to City: City of Seattle
Attn: Marshall Foster, Director
Office of the Waterfront
800 5th Avenue, Suite 3100
PO Box 34996
Seattle, WA 98124-4996

working to address shall not constitute defaults hereunder. If the City exercises the foregoing option, the PPMPDA shall promptly provide the City with a full set of Project documents and secure for the City the immediate right to use such documents and the City may employ such architects, contractors and workers, and may procure or furnish such materials, as it believes are necessary or appropriate to complete the improvements or portion thereof. The PPMPDA shall pay all costs incurred by the City pursuant to this Section, including a reasonable sum for supervision, attorneys' fees, and all related costs and expenses.

Section 12.5 Force Majeure. Except as otherwise expressly provided in this Development Agreement, time periods for any Party's performance under any provisions of this Development Agreement shall be extended for periods of time during which such performance is prevented due to circumstances beyond such Party's reasonable control, including without limitations, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, unforeseen site conditions, casualty, war or other strife.

Section 12.6 Legal Relationship. This Development Agreement does not constitute the PPMPDA as the agent or legal representative of the City for any purpose whatsoever. The PPMPDA has no express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever. Nothing in this Development Agreement shall be construed to create any partnership or joint venture between the Parties.

Exhibits

Ex. A - Legal Description

Ex. B - Waterfront-Related Elements

Ex. C - Capital Budget (including Funding Plan/Sources & Uses)

Ex. D - PPMPDA Fundraising Plan

Ex. E - Form of Quit Claim Deed

Ex. F – Form of Covenant

Ex. G - Form of Public Access Easement

Ex. H – Form of Seattle City Light Temporary Easement for T4 Transmission Line

Ex. I - Project Schedule

IN WITNESS WHEREOF, the Parties have executed this Development Agreement as of the dates shown below.

CITY OF SEATTLE

By _____
Marshall Foster
Director, Office of the Waterfront

Dated: _____

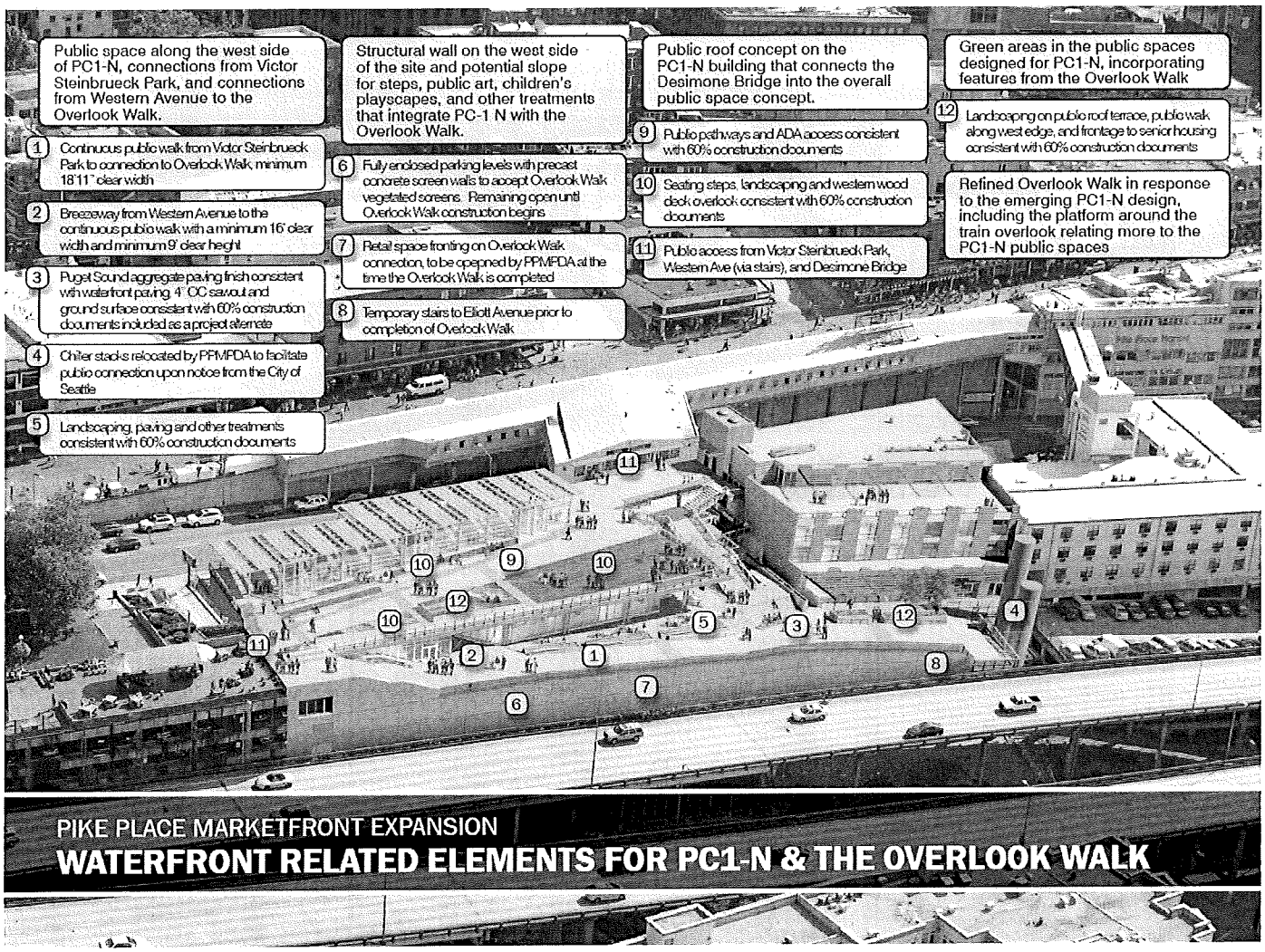
PIKE PLACE MARKET PRESERVATION & DEVELOPMENT AUTHORITY

By _____
Ben Franz-Knight
Executive Director

Dated: _____

EXHIBIT B

WATERFRONT-RELATED ELEMENTS



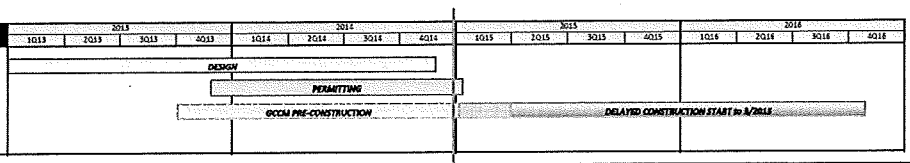
PUBLIC MARKET CENTER
PIKE PLACE MARKET

MarketFront

PROJECT FLOW OF FUNDS

January 15 ,2015 (GL thru December '14)

PROJECT SUMMARY SCHEDULE



PROJECTED CASH FLOW (adjusted for 3/2015 Construction Start)

	2013				2014				2015				2016				TOTALS
	1Q13	2Q13	3Q13	4Q13	1Q14	2Q14	3Q14	4Q14	1Q15	2Q15	3Q15	4Q15	1Q16	2Q16	3Q16	4Q16	
A/E Design	$ 377,022	$ 63,580	$ 200,736	$ 119,634	$ 874,595	$ 195,846	$ 426,245	$ 555,146	$ 543,746	$ 400,060	$ 200,579	$ 159,579	$ 200,137	$ 200,605	$ 125,000	$ 160,599	$ 4,963,559
GCCM Precon	$ -	$ -	$ -	$ 55,729	$ 77,643	$ 73,579	$ 25,595	$ 67,453	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 470,000
Miscellaneous Soft Costs	$ 164,766	$ 56,905	$ 157,819	$ 99,595	$ 154,495	$ 251,610	$ 133,131	$ 142,454	$ 778,772	$ 1,043,373	$ 1,233,349	$ 1,303,059	$ 1,519,501	$ 1,203,623	$ 1,409,565	$ 2,551,616	$ 12,465,514
Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 5,000,473	$ 6,196,966	$ 7,545,333	$ 11,150,537	$ 12,022,550	$ 8,155,715	$ 2,401,316	$ 53,303,310
Quarterly Total	$ 541,607	$ 125,773	$ 366,114	$ 345,158	$ 1,006,735	$ 524,136	$ 584,971	$ 815,053	$ 1,470,520	$ 7,243,906	$ 9,630,893	$ 9,010,990	$ 13,010,175	$ 13,426,816	$ 9,720,030	$ 5,113,531	
Cumulative TOTAL	$ 541,607	$ 667,380	$ 1,033,495	$ 1,378,653	$ 2,385,388	$ 2,909,524	$ 3,494,495	$ 4,309,548	$ 5,779,068	$ 13,022,974	$ 22,653,867	$ 31,664,857	$ 44,675,032	$ 58,101,848	$ 67,821,878	$ 72,935,409	$ 72,935,409

ACTUAL CASH FLOW

	2013				2014				2015				2016				TOTALS
	1Q13	2Q13	3Q13	4Q13	1Q14	2Q14	3Q14	4Q14	1Q15	2Q15	3Q15	4Q15	1Q16	2Q16	3Q16	4Q16	
A/E Design	$ 377,022	$ 63,580	$ 200,736	$ 119,634	$ 874,595	$ 195,846	$ 426,245	$ 555,146									$ 2,933,358
GCCM Precon	$ -	$ -	$ -	$ 55,729	$ 77,643	$ 73,579	$ 25,595	$ 67,453									$ 320,000
Miscellaneous Soft Costs	$ 164,766	$ 56,905	$ 157,819	$ 99,595	$ 154,495	$ 251,610	$ 133,131	$ 142,454									$ 1,160,794
Construction	$ -	$ -	$ -	$ -	$ -	$ -											$ -
Quarterly Total	$ 541,607	$ 125,773	$ 366,114	$ 345,158	$ 1,006,735	$ 524,136	$ 584,971	$ 815,053	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Cumulative TOTAL	$ 541,607	$ 667,380	$ 1,033,495	$ 1,378,653	$ 2,385,388	$ 2,909,524	$ 3,494,495	$ 4,309,548	$ 4,396,752	$ 4,396,752	$ 4,396,752	$ 4,396,752	$ 4,396,752	$ 4,396,752	$ 4,396,752	$ 4,396,752	$ 4,396,752

FLOW OF FUNDS (adjusted for 3/2015 Start)
(Qtr funds available/Qtr funds billed)

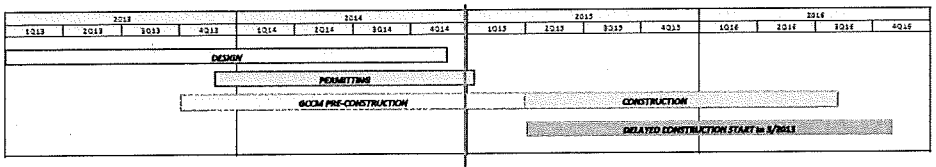
	2013				2014				2015				2016				TOTALS
	1Q13	2Q13	3Q13	4Q13	1Q14	2Q14	3Q14	4Q14	1Q15	2Q15	3Q15	4Q15	1Q16	2Q16	3Q16	4Q16	
City of Seattle (funds available)	$ 155,639	$ 104,759	$ 200,736	$ 219,452	$ 318,195	$ 2,200,000				$ 6,000,000	$ 6,000,000	$ 5,000,000	$ 10,000,000	$ 3,000,000			$ 34,000,000
Billed/Paid	$ 155,639	$ 104,759	$ 200,736	$ 219,452	$ 365,651	$ 654,377	$ 875,959										$ 3,606,792
Remaining (current)	$ -	$ -	$ -	$ -	$ 48,456	$ 1,545,167	$ 599,208										
WSDOT (funds available)	$ 1,000,000							$ 2,500,000			$ 2,500,000						$ 6,000,000
Billed/Paid	$ -	$ -	$ -	$ 119,109	$ 228,013	$ -	$ -										$ 347,120
Remaining (current)	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 880,891	$ 652,880	$ 652,880	$ 652,880										
PDA (funds available)	$ 321,101	$ 46,970												$ 2,429,929			$ 3,000,000
Billed/Paid	$ 321,101	$ 46,970	$ -	$ -	$ -	$ -	$ -										$ 570,071
Remaining (current)	$ -	$ -	$ -	$ -	$ -	$ -	$ -										
Housing Grant (funds available)												$ 1,840,000	$ 1,840,000	$ 1,840,000	$ 1,840,000	$ 1,840,000	$ 9,200,000
Billed/Paid	$ -	$ -	$ -	$ -	$ -	$ -	$ -										$ -
Remaining (current)	$ -	$ -	$ -	$ -	$ -	$ -	$ -										
Philanthropy (funds available)												$ 3,000,000				$ 3,000,000	$ 6,000,000
New Market Tax Credit (funds available)																	$ -
Other Grant Opportunities (funds available)											$ 2,500,000						$ 2,500,000
PDA Debt														$ 5,000,000	$ 7,505,933		$ 12,505,933
Funds Available - Quarterly Total	$ 1,676,959	$ 153,729	$ 200,736	$ 219,452	$ 318,195	$ 2,200,000	$ -	$ 2,500,000	$ -	$ 6,000,000	$ 11,000,000	$ 9,840,000	$ 11,840,000	$ 11,269,929	$ 9,345,933	$ 4,840,000	
Funds Available - Cumulative TOTAL	$ 1,676,959	$ 1,830,688	$ 2,031,424	$ 2,250,876	$ 2,570,071	$ 4,770,071	$ 4,770,071	$ 7,270,071	$ 7,270,071	$ 13,270,071	$ 24,270,071	$ 34,110,071	$ 45,950,071	$ 57,220,000	$ 66,565,933	$ 71,405,933	$ 71,405,933
Billed/Paid to Date (Quarterly)	$ 676,959	$ 153,729	$ 200,736	$ 338,561	$ 593,663	$ 654,377	$ 875,959	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Billed/Paid to Date (Cumulative)	$ 676,959	$ 830,688	$ 1,031,424	$ 1,369,985	$ 1,963,648	$ 2,618,025	$ 3,493,984										$ 3,513,984
MARGIN - Funds Available to Funds Billed	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 880,891	$ 606,423	$ 2,322,045	$ 1,276,087	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

PUBLIC MARKET CENTER
PIKE PLACE MARKET

MarketFront

PROJECT FLOW OF FUNDS (Construction Start Delayed to March 2015)

January 15 ,2015 (GL thru December '14)



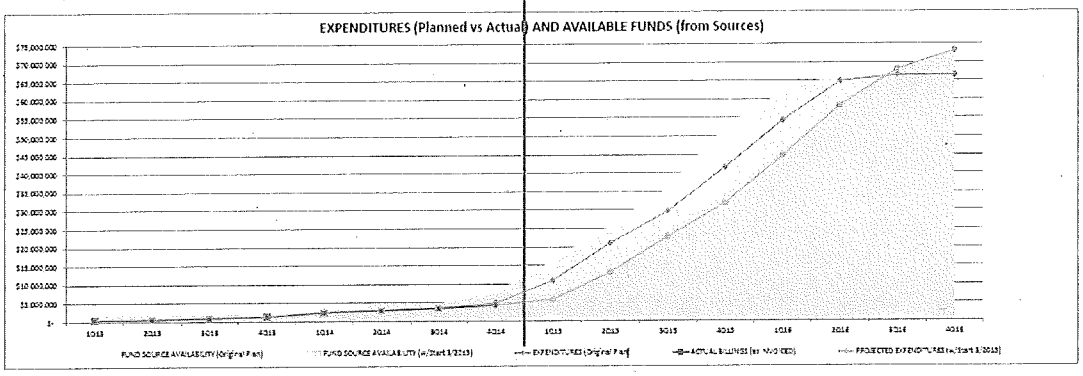


EXHIBIT E

Form of Quitclaim Deed

After recording, return to:
Pike Place Market Preservation &
Development Authority
85 Pike St., Room 500
Seattle, WA 98101
Attn: Ben Franz-Knight, Executive Director

QUIT CLAIM DEED WITH GRANTEE COVENANTS, RELEASES AND INDEMNITY

REFERENCE NUMBER OF RELATED DOCUMENTS: N/A

GRANTOR: THE CITY OF SEATTLE

GRANTEE: PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY

SUMMARY LEGAL DESCRIPTION: Parcel B of City of Seattle Lot Boundary Adjustment Number 880103 under recording number 8807750812 and amended by recording number 8811290942.

ADDITIONAL DESCRIPTION ON P. 7

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S): 197720-0330

I. Grant

The City of Seattle, a Washington municipal corporation ("Grantor"), for and in consideration of TEN DOLLARS in hand paid, the covenants, releases and indemnity set forth herein, the Covenant for Low-Income Housing and Public Parking described below, and the other consideration described in that certain Development Agreement between the Grantor and Grantee dated _____ ("Development Agreement") hereby conveys and quit claims to PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY, a Washington public corporation ("Grantee"), that certain real property located in the City of Seattle, King County, Washington, and legally described on "Exhibit 1" attached hereto ("Property").

Pursuant to RCW 35.21.747 and Seattle Ordinance _____, this deed is made subject to, and the Grantor reserves the rights and interests of The City of Seattle set forth in, that certain Covenant for Low-Income Housing and Public Parking granted by Grantee dated as of the date hereof and recorded on the date of recording hereof, which is incorporated herein by this reference.

compounds containing them; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; lead, asbestos or asbestos-containing materials in any friable form; underground or above-ground storage tanks; methane gas, any solid waste or solid waste decomposition products; any substance the presence of which is prohibited by any federal, state, or local government statute, regulation, ordinance or resolution; any substance deemed hazardous, toxic, a pollutant, or contaminant, which by any federal, state, or local statute, regulation, ordinance or resolution requires special handling or notification in its collection, storage, treatment or disposal, and any substance or material that is now or hereafter becomes otherwise regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to environmental protection, contamination or cleanup.

Grantee's release and covenant not to sue shall include both claims by Grantee as original plaintiff against Grantor and any cross-claims, third-party claims or counterclaims against Grantor by Grantee related to claims made against Grantee by any parties, including Grantor. This release and covenant not to sue mean that Grantee has no recourse against Grantor or any of its officers, employees or agents for any claim or liability with respect to the Property. The obligation to indemnify and defend shall include, but not be limited to, any liability of Grantor to any and all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims.

Grantor shall have the right to defend itself and seek from Grantee recovery of any damages, liabilities, settlement awards and defense costs and expenses incurred by Grantor if Grantee does not accept unconditionally Grantor's tender to Grantee of the duty to defend with counsel acceptable to Grantor and indemnify Grantor against any such claim, suit, demand, penalty, fee, damages, losses, cost or expense.

This Covenant shall apply regardless of whether or not Grantee is culpable, negligent or in violation of any law, ordinance, rule or regulation, and whether or not Grantor or its officials, employees or agents had as of the date hereof any information or documents related to the condition of the Property not known to Grantee, any statement or omission in any other document or disclosure form notwithstanding.

This Covenant is the entire agreement of the parties with respect to the subject matters of this Covenant, and supersedes any prior agreements, understandings, representations or warranties as to such matters; however, the release and indemnity herein are in addition to, and shall neither impair nor be affected by, any other release or indemnity by Grantee or its successors now in effect or hereafter made for the benefit of Grantor.

This Covenant is not intended to, nor shall it release, discharge or affect any rights or causes of action that Grantor or Grantee may have against any other person or entity, except as otherwise expressly stated herein, and each of the parties reserves all such rights including, but not limited to, claims for contribution or cost recovery relating to any Hazardous Substance in, on, under or emanating from the Property.

II. Nondiscrimination.

Executed this ____day of _____, 2015, pursuant to Ordinance _____of The City of Seattle.

Grantor:
THE CITY OF SEATTLE

By: _____
Marshall Foster, Director Office of the Waterfront

Grantee:
PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY

By: _____
Ben Franz-Knight, Executive Director

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the Executive Director of PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY, the Washington public corporation on behalf of which the within and foregoing instrument was executed, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this instrument above written.

(Seal or Stamp)

_____
(Signature)

_____
(Print or Type Name)

NOTARY PUBLIC in and for the State of Washington, residing at _____.

My commission expires _____.

EXHIBIT F

Form of Covenant

After recording, return to:
Seattle Department of Finance and Administrative Services
P.O. Box 94689
Seattle WA 98124-4689
Attn: Real Estate Services

COVENANTS FOR LOW-INCOME HOUSING AND PUBLIC PARKING

GRANTOR: PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY, a Washington public corporation

GRANTEE: The City of Seattle, a Washington municipal corporation

SUMMARY LEGAL DESCRIPTION: Parcel B of City of Seattle Lot Boundary Adjustment Number 880103 under recording number 8807750812 and amended by recording number 8811290942.

TAX PARCEL NUMBER: 197720-0330

RELATED DOCUMENTS: N/A

The covenants herein (collectively, this "Agreement") are made on or as of the ____day of _____, 2015, for the benefit of The City of Seattle, a municipal corporation of the State of Washington ("City"), by PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY, a Washington public corporation ("Authority"), whose address is 85 Pike St., Room 500, Seattle, WA 98101. This Agreement is made as a condition of, and as part of the consideration for, the transfer the land described below to Authority by the City, and is made pursuant to RCW 35.21.747, RCW Ch. 35.81 and Seattle Ordinance _____.

WHEREAS, the Authority owns certain real property located at 1901Western Ave., Seattle, WA ("Property"), which Property is legally described as:

> Those portions of Lots 5 through 12, Block 36, and that certain unnumbered tract or lot lying generally southeast of Block 36, delineated on an Addition to the Town of Seattle as Laid Out by A.A. Denny (commonly known as A.A. Denny's 6th Addition to the City of Seattle), as recorded in Volume 1 of plats, page 99, in King County, Washington, and those portions of the vacated alley in said Block 36 and vacated Pine and Stewart Streets more particularly described as follows:

years thereafter (the "Term"), and except as provided in the Easement, the Authority shall use the Property only to construct, renovate, maintain, lease, and operate buildings consistent with the terms of this Agreement.

2. Low-Income Housing.

(a) Beginning on the Commencement Date and continuing for the Term, the Authority shall operate or cause to be operated at least forty (40) Units of rental housing of which at least twenty (20) shall be occupied only by Extremely Low-Income Families and at least twenty (20) others shall be occupied only by Very Low-Income Families. Units for Extremely Low-Income Families shall be Affordable to Extremely Low-Income Families and Units for Very Low-Income Families shall be Affordable to Very Low-Income Families. The Authority shall maintain or cause to be maintained such Units and related common areas, and all portions of any structure that includes or supports such Units, at all times in good condition and repair, and shall maintain and operate such Units in compliance with all ordinances applicable to Units offered for rent or occupied as rental housing.

(b) For purposes of this Section the following definitions apply:

"Annual Income" means the annual income of a Family as determined, unless otherwise approved in writing by the City, in accordance with 24 CFR Section 5.609 or successor provision, and unless otherwise approved in writing by the City's Office of Housing ("OH") shall be calculated in accordance with 24 CFR Section 92.203(d) or successor provision, subject to any interpretations, modifications or assumptions that may be promulgated by HUD.

"City Loan" means any loan from The City of Seattle Office of Housing to the Master Lessee to provide a portion of the financing for the development of the Housing Project.

"City Loan Agreement" means that certain loan agreement to be entered into between the City and the Master Lessee setting forth the terms and conditions of the City Loan.

"City Loan Documents" means those documents to be executed by the Authority or the Master Lessee, or both, in connection with the City Loan, including but not limited to the City Loan Agreement and City Regulatory Agreement.

"City Regulatory Agreement" means the Regulatory Agreement (Covenants and Easements for Low-Income Housing) to be recorded against the Property in connection with the City Loan.

"Eligible Household" means, for an Extremely Low-Income Unit, an Extremely Low-Income Family, and for a Very Low-Income Unit, a Very Low-Income Family.

"Extremely Low-Income Family" means Family whose Annual Income, at the time of initial occupancy, does not exceed 30% of Median Income.

"Extremely Low-Income Unit" means a dwelling unit designated for occupancy by Extremely Low-Income Families under this Agreement.

"Family" has the meaning set forth in 24 CFR Section 5.403, or successor provision, and includes an individual person.

"Housing Project" means the improvements to be constructed on a portion of the Property which shall include at least 40 units of low-income residential rental housing and ancillary improvements.

"Very Low-Income Unit" means a Unit designated for occupancy by Very Low-Income Families in accordance with this Agreement that is not an Extremely Low-Income Unit.

(c) A Unit is considered "Affordable to an Extremely Low-Income Family if the monthly rent paid by the Family occupying the Unit together with the Utility Allowance is no greater than one-twelfth of 30% of 30% of Median Income, and is considered "affordable" to a Very Low-Income Family if the monthly rent paid by the Family occupying the Unit together with the Utility Allowance is not greater than one-twelfth of 30% of 50% of Median Income, in each case using Median Income for the presumed household size corresponding to the size of Unit as set forth below, regardless of the number of persons actually occupying the Unit:

Unit size	Presumed household size
Studio or SRO	1 person
1 bedroom	1.5 persons
2 bedrooms	3 persons
3 bedrooms	4.5 persons
4 bedrooms	6 persons

The foregoing notwithstanding, for so long as a tenant Family's Annual Income after initial occupancy shall be in excess of the applicable income limit for the Family's Unit, the Authority may charge a rent higher than the Affordable rent specified in subsection (c) above, provided that the total rent paid by the tenant Family, together with the Utility Allowance, is no greater than one-twelfth of 30% of the tenant Family's Annual Income as reasonably determined by the Authority.

(d) For so long as a City Regulatory Agreement is in effect, any increases in rent must comply with the terms of the City Regulatory Agreement.

(e) The Authority shall make diligent efforts to ensure that any Unit that becomes vacant shall be rented to an Eligible Household. The Authority shall affirmatively market Units in compliance with all applicable Fair Housing laws and regulations and in such a manner as to make opportunities available to persons from all segments of the community, including without limitation minorities.

(f) Without limiting the foregoing, during the period specified in Section 1, unless there shall be at least twenty (20) habitable Extremely Low-Income Units maintained and operated as housing for Extremely Low-Income Families in compliance with this Section, the Authority shall not cause or permit any Unit in the Property to be occupied by anyone other than an Extremely Low-Income Family, nor make any use of the Property for purposes other than as rental housing for Extremely Low-Income Families as required under this Section 2 and for the purposes specified in Section 3 below.

performance of the covenants and obligations with respect to the public parking garage or for obligations hereunder or otherwise with respect to any portion of the Property other than the Housing Project; (ii) any tenant occupying a Unit shall not be obligated except with respect to the restrictions on eligible occupants and affordability of that Unit; (iii) any lessee of all or part of the public parking garage space authorized under Section 3 shall not, solely as such lessee, be obligated for performance of covenants with respect to the operation and maintenance of Units or for any reporting obligations with respect to the housing or for obligations relating solely to other parts of the garage; and (iv) any lessee of the nonresidential space authorized under Section 4 or of any space that is allowed to be devoted to other uses as set forth in Section 4 shall not, solely as lessee of such space, be obligated for performance of any covenants herein, except those in Section 6 to the extent applicable to the activities of such lessee or to activities in such lessee's space.

(b) Except for the Master Lease or rental agreements with residential tenants, the Authority shall not sell, lease or otherwise transfer the Property or any portion thereof or interest therein to anyone unless the transferee agrees in writing to be bound by the provisions of this Agreement to the same extent as the transferor, except as limited in subsection 5(a) above, and the City receives a copy of the transferee's agreement prior to the transfer, but the covenants and restrictions herein shall be binding on any such transferee regardless of whether such written agreement is obtained. In any event the Authority shall not sell, lease, or otherwise transfer ownership, possession or control of (i) the entire Property; (ii) more than one Unit to the same transferee; or (iii) any part of the public parking garage, in each case without the express written consent of the City.

(c) Consent to Certain Transfers. If the Authority (or a limited liability company in which the Authority is the sole member), is the managing member of the Master Lessee, then (i) a transfer of the Investor Member's interests in the Master Lessee or any partnership or member interest of the Investor Member shall not be considered a property transfer or transfer of an interest in the Housing Project and shall not require the City's consent, and (ii) the City consents to the grant of an option or right of first refusal to the Authority, and will not unreasonably withhold consent to any transfer of the Housing Project to the Authority pursuant to the exercise of an option or right of first refusal reserved to the Master Lessee in its Operating Agreement provided that the transferee assumes all obligations under this Agreement.

Any other provision of this Agreement notwithstanding, the withdrawal (not including a voluntary withdrawal allowed by the Master Lessee's Operating Agreement or with the consent of the Investor Member) of the Authority as the managing member pursuant to the terms of the Operating Agreement, shall not constitute a default under this Agreement provided that: (A) within 60 days thereafter a successor managing member is substituted that is, or the sole member of which is, either, at the option of the Investor Member, (i) a Seattle-based nonprofit or public entity approved in writing by the City or (ii) any other non-profit or public entity approved in writing by the City, or (B) if the successor managing member or its sole member is not a Seattle-based nonprofit or public entity approved in writing by the City, then, within six (6) months of such entity becoming the successor managing member, the Investor Member shall have replaced such successor managing member with a managing member or a limited liability company, the sole member of which is, a Seattle-based nonprofit or public entity approved in writing by the

for the purposes of this Agreement, and no consent given for purposes of this Agreement shall be construed as a consent, permit, or approval for purposes of another contract or instrument, nor for purposes of any law, ordinance, regulation or permit.

8. Relation to City Loan Documents.
This Agreement shall be effective regardless of whether any City Loan Documents are executed or whether any City Loan Documents remain in effect. To the extent that this Agreement would require what the City Loan Documents prohibit, or would prohibit what the City Loan Documents require, with respect to the operation of the Housing Project, the terms of the City Loan Documents shall prevail.

9. Governing Law; Venue

This Agreement shall be governed by the laws of the State of Washington. Authority, for itself and its successors and assigns, consents to the jurisdiction of the courts of the State of Washington and to venue of any proceedings brought hereunder in King County, Washington.

10. Severability

If any provision of this Agreement, or the application thereof to any conditions or circumstances, shall be found to be invalid or unenforceable, the parties intend that the validity or enforceability of the other provisions, or of such provision as applied to other conditions or circumstances, as the case may be, shall not be impaired.

11. Reporting

Authority shall make annual certifications to the City that it is in compliance with the housing provisions of this Agreement and shall provide annual audited financial statements for the operation of the Housing Project, including a statement of revenues and expenses for the operation of the Unit and a statement of assets and liabilities of the owner of the Unit as of the end of the calendar year, in each case certified by an officer of such owner and including the auditor's report. Such certifications and the financial statements for the most recently ended year shall be submitted by June 30 of each year and shall include the most current rent schedule (showing which Units are those maintained for Extremely Low-Income Families and which other Units are those maintained for Very Low-Income Families); the income and household size of each tenant Family; a calculation justifying any increases in rents from the previous rent schedule, consistent with this Agreement, and the actual rents being charged teach tenant household. Authority shall also include with such certification any changes in the management policies for the Housing Project and such other information covering the prior calendar year as the City may request by notice at least 90 days in advance of the due date, and with such accompanying documentation as the City may request. If so requested by the City, Authority shall report to the City, at such other times as the City shall request upon reasonable advance notice, on the rent levels, current income levels of tenants, and management policies for the Property.

Reports under this subsection 11 shall be submitted to the Office of Housing of the City. If pursuant to any other agreement the Authority shall be required to submit to the Office of

EXHIBIT G

FORM OF EASEMENT

After recording, return to:
Seattle Department of Finance and Administrative Services
P.O. Box 94689
Seattle WA 98124-4689
Attn: Real Estate Services

REFERENCE NUMBER OF RELATED DOCUMENTS: N/A

GRANTOR: PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY

GRANTEE: THE CITY OF SEATTLE

SUMMARY LEGAL DESCRIPTION: Parcel B of City of Seattle Lot Boundary Adjustment Number 880103 under recording number 8807750812 and amended by recording number 8811290942. ADDITIONAL DESCRIPTION ON P. 11

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S): 197720-0330

PERPETUAL EASEMENT FOR PUBLIC ACCESS

THIS PERPETUAL EASEMENT ("Easement") is made effective as of the _____ day of _____, 2015, by the PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY, a public corporation chartered by the City of Seattle ("Authority" or "Grantor") to the CITY OF SEATTLE, a Washington municipal corporation ("City").

RECITALS

A. Grantor is the owner of real property legally described on Exhibit 1, attached hereto and incorporated herein ("Grantor Property").

B. Grantor is developing the Grantor Property with a mixed-use project consisting of a public parking garage, low-income housing, retail spaces and public pathways and plazas pursuant to that certain Development Agreement dated _____ ("Development Agreement") on condition that this Easement be granted.

C. Grantor acquired the Grantor Property from the City subject to use and development restrictions, including the requirement that Grantor's development coordinate with the City's central waterfront improvement program and that a portion of the Grantor Property be used and developed only for public open space, with public access free of charge in perpetuity.

including without limitation the Americans with Disabilities Act. Grantor may close the Public Access Area for up to seven (7) calendar days per calendar year for routine maintenance. With the City's prior consent (except in cases of emergency in which case no consent is necessary), Grantor may close the Public Access Area for periods of longer duration to complete necessary major maintenance. Within ninety (90) days of executing this Easement, Grantor shall develop for the City's review and approval an Operation and Maintenance Plan for the Public Access Area that addresses, among other things, the process for temporary closures for maintenance and repairs. If Grantor fails to perform work necessary to maintain and keep the Public Access Area in good condition and repair under this Section 2, (a "Maintenance Default"), the City shall have the right, but not the obligation, after at least thirty (30) days' written notice to Grantor and Grantor's failure to cure such Maintenance Default or to commence cure (except that notice and opportunity to cure shall not be required if maintenance work is necessary to remedy a condition that poses a risk of imminent damage, injury or harm to persons or property), or after Grantor's failure diligently to prosecute cure of such Maintenance Default after commencing cure, to take such actions as the City deems reasonably necessary to maintain or repair the Public Access Area to the condition required hereunder. In taking such actions, the City shall use good faith best efforts to avoid loss of or damage to Grantor's fixtures or installations. Grantor shall reimburse the City for the costs of such actions within thirty (30) days of receipt of written notice of such costs (together with reasonable supporting evidence of the same). Grantor may contest the City's notice of a Maintenance Default under this Section 2 or contest the City's decision that Grantor has not diligently prosecuted cure of such Maintenance Default by appealing in writing ("Notice of Contest"), within ten (10) days after notice of such default or within five (5) business days after being informed of the City's decision that Grantor has failed diligently to prosecute cure. The City will provide Grantor the opportunity to present its position by phone or in person to attempt to resolve any disagreement under this Section 2 within five (5) business days of receipt of Grantor's Notice of Contest. In the event the parties cannot resolve such disagreement within ten (10) days after Grantor has delivered its Notice of Contest, the parties shall submit the matter to binding mediation pursuant to Section 10 below. The City shall cause any portion of the Grantor Property that is disturbed by such self-help activities of the City, its contractors, agents, officers and employees to be restored as nearly as practicable to its condition prior to such activities. The City shall not be liable for loss or damage to fixtures or installations that, while exercising its good faith best efforts to avoid such damage, could not have been reasonably avoided consistent with accomplishment of the purposes for which the City exercised its rights thereunder without undue delay or cost. Grantor shall use commercially reasonable efforts to ensure that neither it nor its contractors impair the rights granted in this Section 2 in any way.

3. Structure and Pathway Maintenance Rights. If the City exercises its self-help rights pursuant to Section 2 above, then this Section 3 shall apply to Grantor's Property for the period, and to the extent, that the City requires access thereto in order to exercise such rights.

Grantor hereby grants and conveys to the City the non-exclusive rights to access on, across, over, under and through such portions of the Grantor Property as are reasonably necessary, for all purposes necessary, incidental, or related to the City's exercise of its self-help rights with respect to the Public Access Areas ("Public Access Area Maintenance Rights"), which right shall include the right to operate any necessary motorized and non-motorized equipment and vehicles for such purposes. The City shall not modify the design or location of

5. Rules of Conduct.

A. Grantor shall adopt and enforce reasonable rules of conduct in the Public Access Area for the safety and convenience of pedestrian and wheelchair travel through the Public Access Area provided such rules do not unreasonably interfere with the rights granted under this Easement and are consistent with applicable law. Grantor shall provide a copy of the proposed rules to the City before they take effect. Grantor shall have the right to require any person who does not comply with rules that are in effect in accordance with this Section 5 to leave the Public Access Area.

B. The parties acknowledge that the Public Access Area is not being dedicated as a public street or sidewalk, and that the nature and limited purpose of the Public Access Rights are such that various activities traditionally permitted in public streets and sidewalks would not be appropriate for the Public Access Area. Compliance with rules that are in effect in accordance with this Section 5 is a condition of the right of any person to use the Public Access Area, except City employees and agents in the performance of their activities related to public safety.

6. Rights and Remedies. The City shall have the right without prior institution of any suit or proceeding of law, at such times as may be necessary, to exercise the rights at such times and to the extent provided in this Easement. In addition, the City shall have all remedies that may be available at law or in equity. This instrument is not intended to confer any right of action or remedies on any member of the general public or any other person that is not a party hereto. The rights granted to the City are not obligations of the City and may be exercised at the City's discretion. The City shall not be liable or responsible for any injury, loss or damage caused by members of the public in the exercise of the rights of access granted hereunder, except to the extent, if any, that such injury, loss or damage is caused by the negligence of the City for which it has liability under applicable law. The City shall not be subject to any obligation pursuant to any security instrument or other agreement executed by Grantor with respect to any part of the Grantor Property. The rights of the City and obligations of the Grantor herein are in addition to, and not in substitution for, the rights and obligations under any other agreement.

7. Duration; Termination in Whole or in Part on Certain Events.

A. The Public Access Rights, the Structure and Pathway Maintenance Rights, and the Overlook Walk Construction and Maintenance Rights, and the covenants and servitudes contained in this Easement, shall inure to the benefit of the City, shall be binding upon Grantor and each of its successors, transferees and assigns, including, without limitation, tenants, and shall run with the land described in Exhibit 1.

B. For so long as the City owns the Overlook Walk, the rights of the City to maintain and repair the Overlook Walk and to exercise its self-help rights set forth in Section 2 with respect to the Public Access Area shall remain in full force and effect to the extent provided under the terms of this Easement.

8. Modification or Release. The terms herein may be modified by a written instrument signed by an authorized officer of the City and by Grantor, or their respective successors and assigns, and not otherwise. The City shall have the right to release in whole or in

12. Governing Law; Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The parties hereby agree that jurisdiction and venue for any action commenced to enforce this Easement shall be the County of King, State of Washington.

13. Severability. If any provision of this Easement, or the application thereof to any conditions or circumstances, shall be found to be invalid or unenforceable, the parties intend that the validity or enforceability of the other provisions or of such provision as applied to other conditions or circumstances, as the case may be, shall not be impaired.

14. Covenant Running With the Land. This Easement and the easements granted herein shall be deemed covenants running with the Grantor Property and shall be binding on and inure to the benefit of Grantor's and Grantee's respective successors and assigns.

15. Waiver. Failure of either party at any time to require performance of any provision of this Easement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Easement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

16. Counterparts. This Easement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[Signatures appear on following page]

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

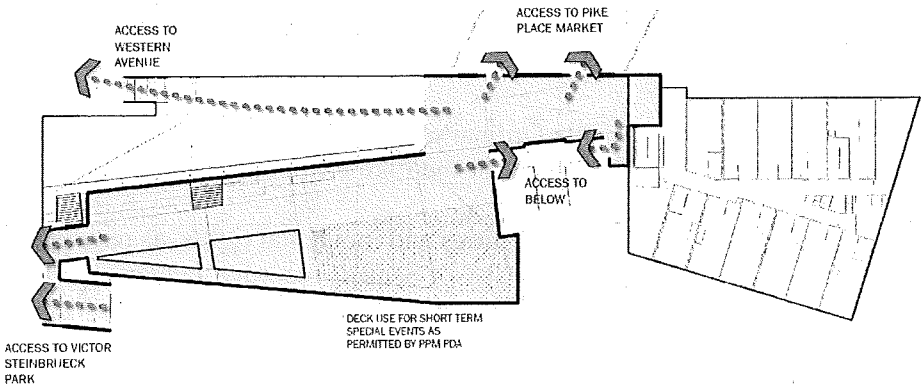
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of THE PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY, a public corporation chartered by the City of Seattle Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____
(Seal or stamp)

_____
(Signature)

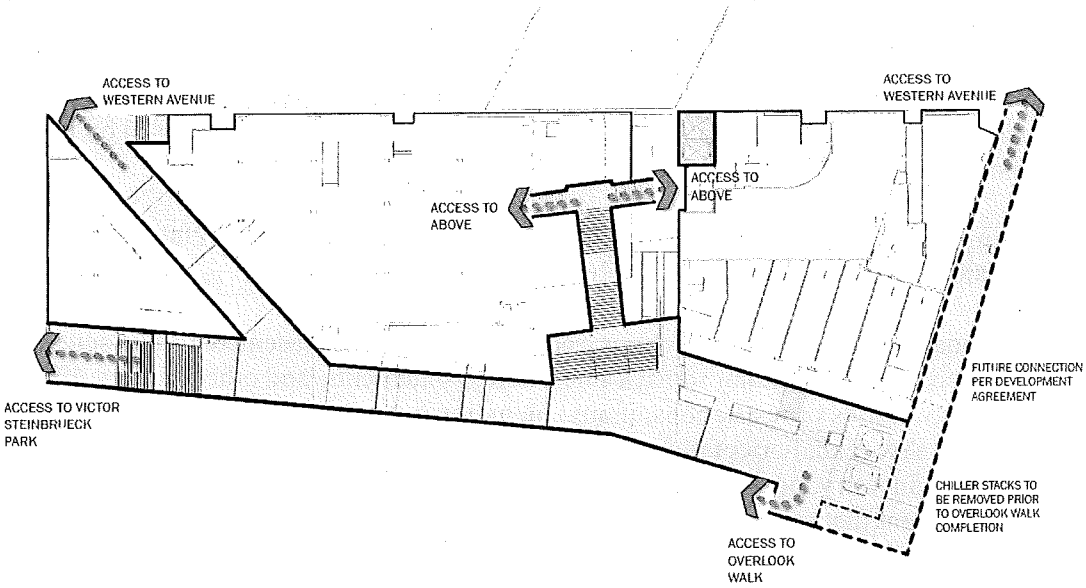
_____
(Printed Name)
Notary Public
My appointment expires_____

EXHIBIT 2
Construction Document Design Details Showing Public Access Areas



PUBLIC ACCESS AREAS | MARKET LEVEL

NOT TO SCALE



PUBLIC ACCESS AREAS | WESTERN AVENUE LEVEL

NOT TO SCALE

EXHIBIT H

When recorded, return to:
SEATTLE CITY LIGHT
Real Estate Services
700 Fifth Avenue SMT 3338
P.O. Box 34023
Seattle, WA 98124-4023

EASEMENT- (Underground and Above-ground Electric)
Reference #: 250431-4-_____
Grantor: Pike Place Market Preservation and Development Authority
Short Legal: Ptn. NW-SE-31-25N-04E, King Co.
Tax Parcel #: 1977200330

THIS EASEMENT is made this _____ day of_____, 20___, between the PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY, a Washington public corporation, hereinafter called the Grantor; and the CITY OF SEATTLE (the "City"), a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the Grantee; AS FOLLOWS:

That the Grantor, for and in consideration of the sum of One Dollar (1.00) and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to the Grantee, its successors and assigns, the right, privilege and authority (an "Easement") to install, construct, improve, remove, erect, alter, repair, energize, operate and maintain underground electric transmission facilities which may consist of, but are not limited to: handholes, ducts, ductbanks, conduits, cables, underground wires and other convenient appurtenances necessary to make said underground facilities an integrated electric system ("Electric System") upon, under, across and through the following described lands and premises (the "Easement Area") situated in the County of King, State of Washington:

1. Grantee, by accepting this Easement, hereby consents to the construction of the proposed mixed-use residential/commercial building (the "Building") to be built partially within and over the Easement Area. The Building will be constructed substantially consistent with the 90% architectural, structural, and civil plans (the "Plans") submitted by Grantor to Grantee, created by The Miller Hull Partnership, LLP and Magnusson Klemencic Associates, project number 1209, dated November 26, 2014, copies of which shall be retained in the offices of Grantor and Grantee; said plans, by this reference, are incorporated herein and are made a part hereof.

2. Grantor, its successors and assigns, shall make no changes to the design of that portion of the proposed Building within the Easement Area without the prior written consent of Grantee and such consent shall not be unreasonably withheld; except where such consent must be withheld for reasons pertaining to Grantee's duties and obligations under federal, state, or local law or regulation Upon receiving written approval of any changes from Grantee, Grantor shall provide updated architectural, structural and civil plans to Grantee, with such plans becoming incorporated herein as provided in Section 1 above.

3. Grantor's Plans show that certain floors of the parking garage of the Building shall be set back and above a certain distance from the existing grade of Grantor's real property to allow for acceptable mutually agreed safety clearances from the Electric System (the "Safety Clearance Area"). The exact dimensions and location of the Safety Clearance Area are more specifically depicted and described in the Plans. Unless specifically authorized by Grantee, Grantor, its successors and assigns, agrees not to allow any appurtenances or amenities to the building to be constructed or remain within the Safety Clearance Area that may compromise the mutually agreed and accepted safety setback clearance distances from the Electric System. Grantee, in its sole judgement, shall determine any violations of this condition.

4. Grantor, its successors and assigns, assumes all risks, if any, associated with the construction and occupancy of that portion of the Building within the Easement Area due to its proximity to the Electric System. Furthermore, Grantor, for itself and its successors and assigns, agrees the defense, indemnity, and hold harmless obligations specified in Section 6 apply to any such construction and occupancy of that portion of the Building within the Easement Area

5. Grantor, its successors, agents, employees, subcontractors and assigns, shall, upon completion of any construction on or around the Easement Area, remove all debris and restore the surface of the Easement Area as nearly as possible to the condition in which it existed prior to such construction.

6. To the extent permitted by law, Grantor, its successors, agents, employees, subcontractors and assigns, shall defend (with counsel selected by Grantor in its sole discretion), indemnify and hold harmless the City from all claims, actions or damages of every kind and description, which may accrue from or be suffered by reason of the Grantor's, its successors', agents', employees', subcontractors' and assigns': (a) material breach of any

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me personally appeared _____, to me known to be the _____(title) of **PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY**, the public corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of **PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY** for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument on behalf of **PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY.**

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

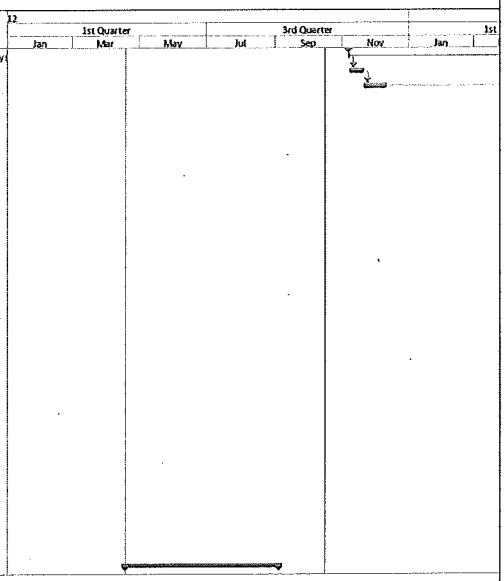
(notary seal)

Signature: _____

Print name: _____
Notary Public in and for the State of Washington
Residing at:_____
My commission expires:_____

Market Front
Master Project Schedule

ID	Task Mode	Task Name	Duration WorkDays	Start	Finish	% Complete	Predecessors	Successors
36		Submit Revision to MUP / SEPA checklist	1 day	Thu 11/7/13	Thu 11/7/13	100%	34,35	37,39FS+120 day
37		Public Comment Period	9 days	Fri 11/8/13	Wed 11/20/13	100%	36	38
38		Appeal Period	15 days	Thu 11/21/13	Wed 12/11/13	100%	37	39
39		Receive Corrections	0 days	Thu 4/24/14	Thu 4/24/14	100%	36FS+120 days	40
40		Respond to Corrections	60 days	Fri 4/25/14	Thu 7/17/14	100%	39	41
41		Second Round of Corrections	70 days	Fri 7/18/14	Thu 10/23/14	100%	40	42
42		DPD DRAFT MUP decision	20 days	Fri 10/24/14	Thu 11/20/14	100%	41	43
43		Receive SEPA DNS / MUP Permit ready to issue	1 day	Fri 11/21/14	Fri 11/21/14	100%	42	57
44		Issuance of MUP	5 days	Thu 12/11/14	Wed 12/17/14	100%	52,56	62,67
45		**Street Vacation Process**	100 days	Mon 4/21/14	Fri 9/5/14	100%		
46		Introduce Petition to City Council	1 day	Mon 4/21/14	Mon 4/21/14	100%		47
47		Comment Period	22 days	Tue 4/22/14	Wed 5/21/14	100%	46	48
48		Respond to Comments	12 days	Thu 5/22/14	Fri 6/6/14	100%	47	50,49
49		Design Commission Pesentation/Approval	1 day	Thu 6/5/14	Thu 6/5/14	100%	48	50
50		Send out Public Notice	35 days	Fri 6/6/14	Tue 7/22/14	100%	49,48	52,51
51		City Council/Transportation Committee Presentation	1 day	Tue 8/12/14	Tue 8/12/14	100%	50	52
52		City Council Approval	4 days	Tue 9/2/14	Fri 9/5/14	100%	50,51	44
53		**Market Historic Commission (MHC) Approval**	197 days	Mon 4/14/14	Wed 1/14/15	100%		
54		Submit Application	10 days	Mon 4/14/14	Fri 4/25/14	100%	11	55
55		MHC concept approval	163 days	Mon 4/28/14	Wed 12/10/14	100%	54	56SS
56		Design presentations	163 days	Mon 4/28/14	Wed 12/10/14	100%	55SS	57,44
57		MHC final approval	0 days	Wed 1/14/15	Wed 1/14/15	100%	56,43	
58		**DPD: Excavation/Shoring/Foundation Permit**	156 days	Thu 7/17/14	Thu 2/19/15	90%		
59		Permit Intake	1 day	Thu 7/17/14	Thu 7/17/14	100%	16FS-17 days	60
60		DPD review	55 days	Fri 7/18/14	Thu 10/2/14	100%	59	62,61
61		DPD Round of Corrections	80 days	Fri 10/3/14	Thu 1/22/15	100%	60	62
62		Permit Issuance	20 days	Fri 1/23/15	Thu 2/19/15	25%	60,44,61	108
63		**DPD: Building Permit**	147 days	Fri 8/8/14	Tue 3/3/15	81%		
64		Permit Intake	0 days	Fri 8/8/14	Fri 8/8/14	100%	16,29	65
65		DPD Review	97 days	Mon 8/11/14	Tue 12/23/14	100%	64	67,66
66		DPD Round of Corrections	30 days	Wed 12/24/14	Tue 2/3/15	75%	65	67
67		Permit Issuance	20 days	Wed 2/4/15	Tue 3/3/15	0%	65,44,66	92FS-10 days
68		**GC/CM SELECTION PROCESS**	99 days	Fri 4/19/13	Thu 9/5/13	100%		



Project: PC1-N Master Schedule 6
Date: Wed 2/4/15

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

Page 2

Market Front
Master Project Schedule

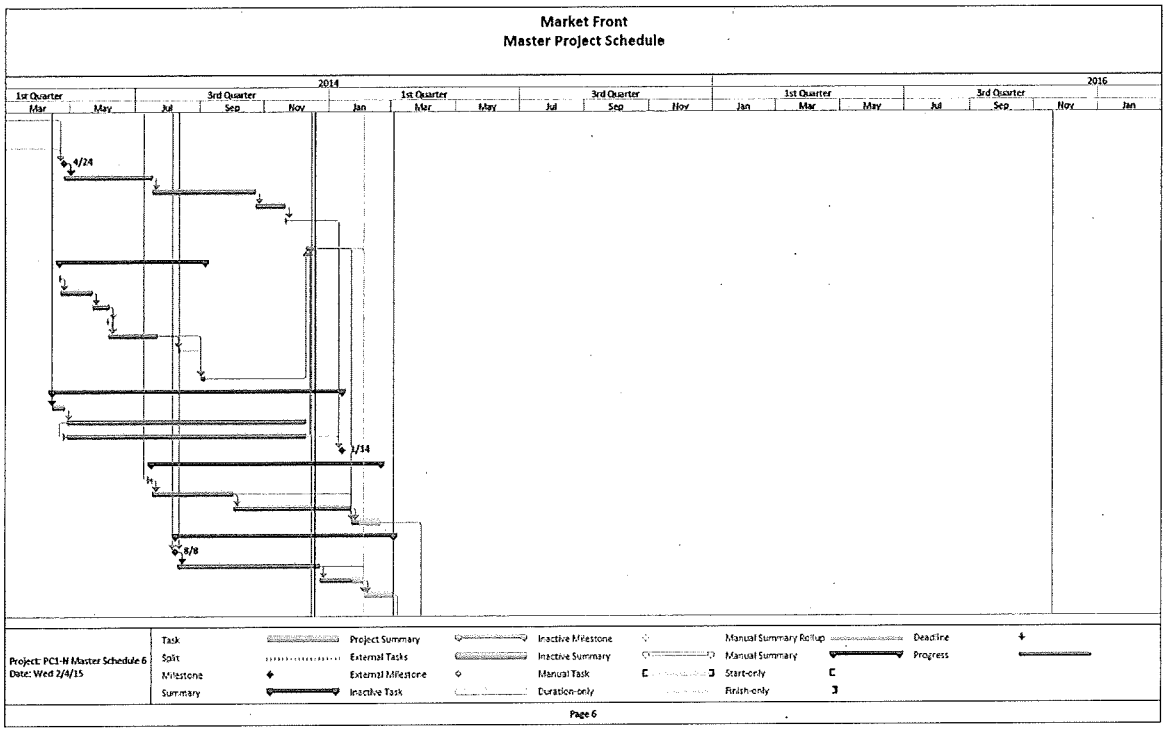
ID	Task Mode	Task Name	Duration WorkDays	Start	Finish	% Complete	Predecessors	Successors
99		Finalize / Sign Development Agreement	78 days	Thu 1/1/15	Mon 4/20/15	25%		100FF
100		Legislation Finalized	0 days	Mon 4/20/15	Mon 4/20/15	0%	99FF	104
101		Negotiate MACC amount	15 days	Mon 3/9/15	Fri 3/27/15	0%	90	103SS,102
102		Issue Limited Notice to Proceed for $380K	0 days	Fri 3/27/15	Fri 3/27/15	0%	101	108
103		Execute Construction Contract	5 days	Wed 4/8/15	Tue 4/14/15	0%	94FF-20 days	104
104		Issue Notice to Proceed for Site,Garage,Retail and Plaza	1 day	Tue 4/21/15	Tue 4/21/15	0%	100,103	109
105		Finalize Housing Tax Credit Funding	1 day	Mon 4/13/15	Mon 4/13/15	0%	97SS-20 days	
106		Construction Contract Amendment (amend MACC)for Housing	10 days	Wed 6/10/15	Tue 6/23/15	0%	97	112
107		Construction	430 days	Mon 3/30/15	Fri 11/18/16	0%		
108		Early Work - Excavation, Shoring, Foundations Shop Drawings (LNTP)	21 wks	Mon 3/30/15	Fri 8/21/15	0%	62,101SS,102	96SS,112SS+11 mons
109		Site, Garage, Retail and Plaza Construction	18 mons	Wed 5/13/15	Tue 9/27/16	0%	94,104	110FS-1 day,111
110		Substantial Completion on Garage,Retail, Plaza	1 day	Tue 9/27/16	Tue 9/27/16	0%	109FS-1 day	111
111		Final Completion on G/R/P	30 days	Mon 10/10/16	Fri 11/18/16	0%	110,109,114FF	
112		Housing	36 wks	Mon 2/1/16	Fri 10/7/16	0%	106,105SS+11	113FS-1 day
113		Substantial Completion on Housing	1 day	Fri 10/7/16	Fri 10/7/16	0%	112FS-1 day	114
114		Final Completion on Housing	30 days	Mon 10/10/16	Fri 11/18/16	0%	113	111FF

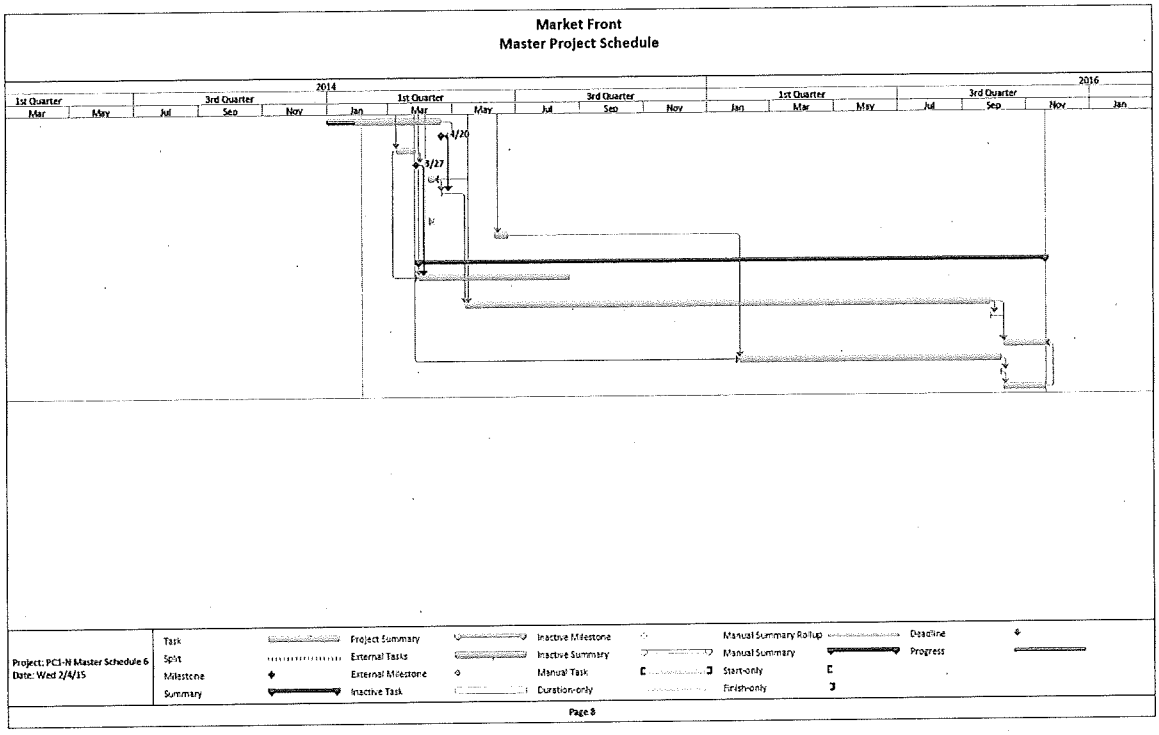
12 — 1st Quarter: Jan, Mar, May — 3rd Quarter: Jul, Sep, Nov — 1st: Jan

Project: PC1-N Master Schedule 6
Date: Wed 2/4/15

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Deadline | Progress

Page 4


Market Front
Master Project Schedule
2014
2016
1st Quarter
3rd Quarter
1st Quarter
3rd Quarter
1st Quarter
3rd Quarter
Mar
May
Jul
Sep
Nov
Jan
Mar
May
Jul
Sep
Nov
Jan
Mar
May
Jul
Sep
Nov
Jan
4/24
1/14
8/8
Project: PC1-N Master Schedule 6
Date: Wed 2/4/15
Task
Split
Milestone
Summary
Project Summary
External Tasks
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Deadline
Progress
Page 6


Market Front
Master Project Schedule
2014
2016
1st Quarter
3rd Quarter
1st Quarter
3rd Quarter
1st Quarter
3rd Quarter
Mar
May
Jul
Sep
Nov
Jan
Mar
May
Jul
Sep
Nov
Jan
Mar
May
Jul
Sep
Nov
Jan
4/20
3/27
Project: PC1-N Master Schedule 6
Date: Wed 2/4/15
Task
Split
Milestone
Summary
Project Summary
External Tasks
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Deadline
Progress
Page 8

STATE OF WASHINGTON -- KING COUNTY

--ss.

323111 No.

CITY OF SEATTLE,CLERKS OFFICE

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:124735-738 TITLE ONLY

was published on

04/22/15

The amount of the fee charged for the foregoing publication is the sum of $124.00 which amount has been paid in full.

JENNIFER A. BORRERO
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES 10-24-15

Subscribed and sworn to before me on

04/22/2015

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on March 23, 2015, and published below by title only, will be mailed upon request, or can be accessed at http://clerk.seattle.gov. For information on upcoming meetings of the Seattle City Council, please visit http://www.seattle.gov/council/calendar. Contact: Office of the City Clerk at (206) 684-8344.

ORDINANCE NO. 124735

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

ORDINANCE NO. 124736

AN ORDINANCE relating to the City"s Cable Communications Ordinance; amending Chapter 21.60 of the Seattle Municipal Code to reflect advances in technology and changes in federal law, to create a logical organization of the Chapter for ease of reference, to promote competition in cable services, to enhance consumer protection, and to reserve the City"s authority in a fluid regulatory environment; updating the membership requirements and duties of the Citizens" Telecommunications and Technology Advisory Board, renaming it the Community Technology Advisory Board, and moving the requirements and duties of the Board from Chapter 21.60 to Chapter 3.22; renaming Subtitle V of Title 21 and Chapter 21.60; amending Sections 3.02.125, 21.60.010, 21.60.020, 21.60.030, 21.60.040, 21.60.050, 21.60.060, 21.60.080, 21.60.090, 21.60.100, 21.60.110, 21.60.120, 21.60.130, 21.60.140, 21.60.150, 21.60.160, 21.60.170, 21.60.180, 21.60.190, 21.60.200, 21.60.210, 21.60.220, 21.60.240, 21.60.250, 21.60.260, 21.60.270, 21.60.280, 21.60.800, 21.60.820, and 21.60.830; repealing Sections 21.60.230, 21.60.290, 21.60.295, 21.60.300, 21.60.310, 21.60.320, 21.60.330, 21.60.340, 21.60.350, 21.60.360, 21.60.370, 21.60.380, 21.60.390, 21.60.400, 21.60.440, 21.60.450, 21.60.460, 21.60.470, 21.60.480, 21.60.490, 21.60.500, 21.60.510, 21.60.520, 21.60.530, 21.60.540, 21.60.550, 21.60.560, 21.60.570, 21.60.580, 21.60.590, 21.60.600, 21.60.620, 21.60.630, 21.60.640, 21.60.650, 21.60.660, 21.60.670, 21.60.680, 21.60.690, 21.60.700, 21.60.710, and 21.60.810; and adding Sections 3.22.050, 21.60.070, 21.60.125, 21.60.825, 21.60.840, and 21.60.850 of the Seattle Municipal Code; and repealing Ordinance 123461.

ORDINANCE NO. 124737

AN ORDINANCE relating to the Pike Place Market Preservation and Development Authority; authorizing the Director of the Office of the Waterfront to enter into a development agreement to distribute $34 million in bond proceeds and to convey certain real property located at 1901 Western Avenue, Seattle, Washington to the Authority for the development of a mixed-used project with public parking, low-income housing, public open space, retail and commercial space; authorizing the acceptance of an easement from the Authority on that property; and authorizing the Director of the Office of the Waterfront and the Housing Director to execute documents and take other actions in connection with this project.

ORDINANCE NO. 124738

AN ORDINANCE amending Seattle Municipal Code sections 22.206.160 and 22.214.075 to prohibit evictions of residential tenants from rental housing units if the units are not registered with the Department of Planning and Development as required by SMC 22.214.040.

Date of publication in the Seattle Daily Journal of Commerce, April 22, 2015.

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