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

COVENANT FOR INFRASTRUCTURE CONSTRUCTION

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

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

RECITALS

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

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

B. An integral part of the *Plat* is the vacation of existing streets and dedication of new streets within the *Plat*. In connection with concept approval of the proposed street vacations and dedications under C.F. 31.1389 (“*Preliminary Street Vacation Approval*”), the Seattle City Council required that certain public benefit elements be constructed. The public benefit elements include three *Pocket Parks*, a *Green Street Loop*, the *10th Avenue Hillclimb*, and a tree protection tract and *Multi-Use Public Trail*. The *Preliminary Street Vacation Approval* recognizes that construction of the public benefit elements will be phased.

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. *Required Infrastructure*.

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

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

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

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

B. Construction of *Required Infrastructure*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Block 1.

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

- a. Conditions described in the Yesler Terrace Land Transfer Agreement dated _____ between SHA and the City,
- b. SHA's demolition of existing buildings in Block 1,
- c. SHA's environmental remediation of Block 1, if applicable,
- d. SHA's completion of utility relocations and removal of all unused utilities in Block 1,
- e. SHA's rough grading of Block 1 as required pursuant to 90% plans for Early Site Demolition and Grading infrastructure, pages CG11.01 and CG11.02 (and grading addenda, if applicable) Project # 216740 (Department of Planning and Development),
- f. SHA's installation of a permanent sidewalk along the north side of S. Washington Street from Yesler Way to 10th Avenue S. and hydroseeding between curb and sidewalk,
- g. SHA's relocation of the existing Seattle City Light overhead distribution line through Block 1 to the public right-of-way as specified by the City, and
- h. SHA's conveyance of Block 1 to the City, free of charge, and free and clear of all liens and encumbrances, except for such encumbrances that are acceptable to the City, and a restrictive covenant required by the United States Department of Housing and Urban Development concerning use of the property for park

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\$1,000,000 per Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal/Advertising Injury Liability

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

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

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

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

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

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

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

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

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

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

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

By: [Signature]
Name: ANDREW J. LOFTON
Its: EXECUTIVE DIRECTOR

THE CITY OF SEATTLE, a Washington municipal corporation

By: _____
Name: _____
Its: _____

STATE OF WASHINGTON }
COUNTY OF KING } ss.

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 7th day of August, 2014.

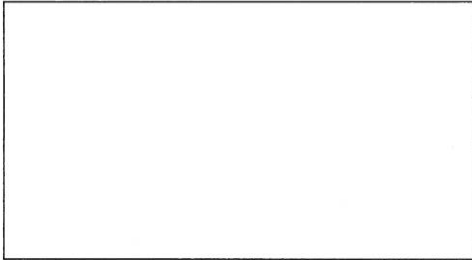


Rebecca Anne Taylor
Printed Name: REBECCA ANNE TAYLOR
NOTARY PUBLIC in and for the State of Washington,
residing at IRENTON, WA
My Commission Expires: 4-19-16

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me _____, to me known to be the _____ of **THE CITY OF SEATTLE**, Washington municipal corporation, that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2014.



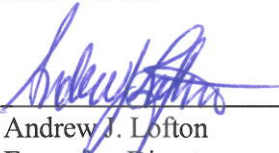
Printed Name: _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

**CONSENTS TO COVENANT FOR INFRASTRUCTURE
CONSTRUCTION**

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

820 YESLER WAY LLLP

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

By: 
Andrew J. Lofton
Executive Director

ACKNOWLEDGEMENT

STATE OF WASHINGTON

COUNTY OF King } ss.

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

DATED this 7th day of August, 2014.



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

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

JPMORGAN CHASE BANK, N.A.

By Chuck Weinstock
Name: CHUCK WEINSTOCK
Its: Authorized officer

ACKNOWLEDGEMENT

STATE OF WASHINGTON

COUNTY OF King } ss.

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

DATED this 11th day of August, 2014.




Dana L. Horton
Printed Name Dana Horton

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

My Commission Expires 7/19/2015

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

CITY OF SEATTLE, OFFICE OF HOUSING

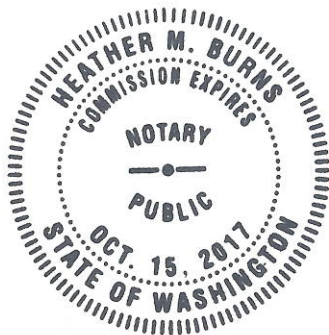
By: 
Name: Steve Walker
Title: Director

ACKNOWLEDGEMENT

STATE OF WASHINGTON
COUNTY OF King } ss.

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

DATED this 13th day of August, 2014.





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

CHART A

| BLOCK 2 |
|--|
| Street Right-of-Way Segment |
| 8th Avenue, Fir Street to Yesler Way Applies to Block 2, Lot 6 <ul style="list-style-type: none">• <i>Right-of-Way Frontage Improvements</i>• <i>Interim Sidewalks</i>• <i>Street Infrastructure: including but not limited to:</i><ol style="list-style-type: none">1) <i>Roadway</i>, excluding the intersection of 8th Avenue and Fir Street2) <i>SCL Facilities:</i>• Relocate overhead distribution power lines See Section 2.B.11 for exceptions to Lot 6 requirements. |
| Fir Street, 9th Avenue to Broadway, including intersection with 8th Avenue Applies to Block 2, Lot 2 <ul style="list-style-type: none">• <i>Right-of-Way Frontage Improvements</i>• <i>Street Infrastructure: including but not limited to:</i><ol style="list-style-type: none">3) <i>Roadway</i>4) <i>SPU Facilities:</i>• Public Sewer (PS) in Fir Street• Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue.• Water in Fir Street5) <i>SCL Facilities:</i><ul style="list-style-type: none">• Relocate overhead distribution power lines See Section 2.B.11b for exceptions to Lot 1 requirements. |

Broadway, Fir Street to Yesler Way

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

- *Right-of-Way Frontage Improvements*
- *Interim Sidewalks*
- *Street Infrastructure:* including but not limited to:
 - 6) *Roadway*, excluding *Roadway* east of the streetcar tracks
 - 7) *SCL Facilities:*
 - Install underground conduits and vaults for street lights

Yesler Way, Broadway to 8th Avenue

Applies to Block 2, Lot 5 and 6

- *Right-of-Way Frontage Improvements*, including the *Right of Way Frontage Improvements* on the south side of Yesler Way between S. Washington Street and Broadway.
- *Interim Sidewalks*
- *Street Infrastructure:* including but not limited to:
 - 8) *Roadway*
 - 9) *SPU Facilities:*
- Public Sewer (PS crossing Way
- Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue
- 10) *SCL Facilities:*
 - Relocate overhead distribution power lines
 - Install underground conduits and vaults for streetlights

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

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

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

- *Public Access Pathway*
- *Interim Pathway*

- *Utility Infrastructure:* including but not limited to:
 - 11) *SPU Facilities:*
- Public Sewer in *Public Utility Easement 2.2*
- Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue
- 12) *SCL Facilities:*
- Relocate overhead distribution power lines

| BLOCK 3 |
|---|
| Street Right-of-Way Segment |
| Broadway, East Fir Street to East Yesler Way Applies to Block 3, Lots 1, 5, 6, 7, and 8 <ul style="list-style-type: none">• <i>Right-of-Way Frontage Improvements</i>• <i>Interim Sidewalks</i>• <i>Street Infrastructure:</i> including but not limited to:<ul style="list-style-type: none">13) <i>Roadway</i>, excluding <i>Roadway</i> west of the streetcar tracks.14) <i>SCL Facilities:</i>• Relocate or remove overhead distribution power lines• Install underground conduits and vaults for streetlights |
| East Fir Street, Broadway to 10th Avenue Applies to Block 3, Lot 1, Tract A <ul style="list-style-type: none">• <i>Right-of-Way Frontage Improvements</i>• <i>Interim Sidewalks</i>• <i>Street Infrastructure:</i> including but not limited to:<ul style="list-style-type: none">15) <i>Roadway</i>16) <i>SPU Facilities:</i>• Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue |

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

- Water in East Fir Street

17) *SCL Facilities:*

- Relocate overhead distribution power lines

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

10th Avenue, East Fir Street to East Yesler Way

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

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

18) *Roadway*

19) *SPU Facilities:*

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

20) *SCL Facilities:*

- Relocate overhead distribution power lines

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

East Yesler Way, Broadway to 10th Avenue

Applies to Block 3, Lots 4 and 5

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

- *Street Infrastructure:* including but not limited to:
 - 21) *Roadway*, excluding *Roadway* south of the streetcar tracks
 - 22) *SCL Facilities:*
- Install underground conduits and vaults for streetlights

Pocket Park (Tract A)

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

- Complete *Pocket Park*

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

BLOCK 4

Street Right-of-Way Segment

10th Avenue, Fir Street to East Yesler Way

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

- *Right-of-Way Frontage Improvements*
- *Interim Sidewalks*
- *Street Infrastructure:* including but not limited to:
 - 23) *Roadway*
 - 24) *SPU Facilities:*
 - Public Sewer (PS) in 10th Avenue
 - Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue
 - Public Storm Drain (PSD) in 10th Avenue to and including detention in South Main Street
 - Water in 10th Avenue
 - Water in East Fir Street
 - 25) *SCL Facilities:*
 - Relocate overhead distribution power lines

East Fir Street, 10th Avenue to Boren Avenue

Applies to Block 4, Lot 1

- *Right-of-Way Frontage Improvements*
- *Interim Sidewalks*
- *Street Infrastructure: including but not limited to:*
 - 26) *Roadway*
 - 27) *SCL Facilities:*
 - Relocate overhead distribution power lines*

Boren Avenue, East Fir Street to East Yesler Way

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

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

East Yesler Way, 10th Avenue to Boren Avenue

Applies to Block 4, Lot 5

- *Right-of-Way Frontage Improvements*
- *Street Infrastructure: including but not limited to:*
 - 29) *Roadway, excluding Roadway south of the streetcar tracks*
 - 30) *SCL Facilities:*
 - Relocate overhead distribution power lines
 - Install underground conduits and vaults for streetlights

BLOCK 5

Street Right-of-Way Segment

East Yesler Way, 10th Avenue to Boren Avenue

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

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

| |
|---|
| <p>31) <i>SCL Facilities:</i></p> <ul style="list-style-type: none">• Install underground conduits and vaults for streetlights |
| <p>Boren Avenue, East Yesler Way to 12th Avenue South</p> <p>Applies to Block 5, Lots 7 and 8.</p> <ul style="list-style-type: none">• <i>Right-of-Way Frontage Improvements</i>• <i>Interim Sidewalks</i>• <i>Street Infrastructure:</i> including but not limited to: 32) <i>Roadway:</i> including removal of slip lane and installation of new METRO trolley lines as specified on Final Plat SIP or MOA between Metro and SHA. |
| <p>12th Avenue South, Boren Avenue to South Main Street</p> <p>Applies to Block 5, Lot 8</p> <ul style="list-style-type: none">• <i>Right-of-Way Frontage Improvements</i>• <i>Interim Sidewalks</i>• <i>Street Infrastructure:</i> including but not limited to: 33) <i>Roadway:</i> including removal of slip lane and installation of new METRO trolley lines as specified on Final Plat SIP or MOA between Metro and SHA <i>SCL Facilities:</i> Reconfiguration of guy wires as required by SCL |
| <p>South Main Street, 12th Avenue South to 10th Avenue South</p> <p>Applies to Block 5, Lots 14, 15, 16, 17 and 18</p> <ul style="list-style-type: none">• <i>Right-of-Way Frontage Improvements</i>• <i>Interim Sidewalks</i>• <i>Street Infrastructure:</i> including but not limited to: 34) <i>Roadway</i> 35) <i>SPU Facilities:</i>• Public Sewer (PS) in South Main Street to East Basin point of connection at South Main Street east of Boren Avenue• Public Storm Drain (PSD) in South Main Street to and including detention in South Main Street |

- Water in South Main Street
 - Water in 10th Avenue South between South Main Street and South Washington Street
- 36) *SCL Facilities:*
- Install underground conduits and vaults for streetlights

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

Applies to Block 5, Lot 14 and Tract A

- *Right-of-Way Frontage Improvements*
- *Interim Sidewalks*
- *Street Infrastructure:* including but not limited to:
 - 37) *Roadway*
 - 38) *SPU Facilities:*
 - Public Sewer (PS) in 10th Avenue South
 - Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue
 - Public Storm Drain (PSD) in 10th Avenue South to and including detention in South Main Street
 - Water in 10th Avenue South
 - 39) *SCL Facilities:*
 - Relocate overhead distribution power lines

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

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

Applies to Block 5, Lot 1

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

- Public Sewer (PS) in 10th Avenue South
 - Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue
 - Public Storm Drain (PSD) in 10th Avenue South to and including detention in South Main Street
 - Water in 10th Avenue South
- 42) *SCL Facilities:*
- Relocate overhead distribution power lines

Multi-Use Public Trail (Tract B)

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

- Complete *Multi-Use Public Trail* along the full length of the Lot that abuts Tract B, including interim connection to public sidewalk in E. Yesler Way for the remaining length of Tract B
- 43) *SCL Facilities:*
- Install underground conduits and vaults for streetlights

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

Pocket Park (Tract A)

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

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

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

Private Access Drive (Easement 5.2)

Public Utility Easement (5.3)

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

- *Driveway*
- *Public Access Pathway*
- *Interim Pathway*
- *Private Access Drive Frontage Improvements*
- *Utility Infrastructure: including but not limited to:*
 - 44) *SPU Facilities:*
- Public Sewer (PS) in *Public Utility Easement 5.3* to point of connection in either or both 10th Avenue South and 12th Avenue South
- Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue for either sewer direction of 10th Avenue South or 12th Avenue South
- Water in *Public Utility Easement 5.3*

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

BLOCK 6

Street Right-of-Way Segment

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

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

- *Right-of-Way Frontage Improvements*
- *Interim Sidewalks*
- *Street Infrastructure: including but not limited to:*
 - 45) *Roadway*
 - 46) *SPU Facilities:*
- Public Sewer (PS) in 10th Avenue South
- Public Sewer (PS) to East Basin point of connection at South Main

Street east of Boren Avenue

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

47) *SCL Facilities:*

- Relocate overhead distribution power lines

South Washington Street, 10th Avenue South to Yesler Way

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

- *Right-of-Way Frontage Improvements* including the *Right of Way Frontage Improvements* on the north side of South Washington Street between Yesler Way and 10th Avenue South.

- *Interim Sidewalks.*

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

48) *Roadway*

49) *SPU Facilities:*

- Water in South Washington Street
- Public Sewer (PS) in South Washington Street to Northwest Basin point of connection in *Public Utility Easement 6.1*
- Public Sewer (PS) in *Public Utility Easement 1.3* to East Basin point of connection at South Main Street east of Boren Avenue
- Public Storm Drain (PSD) in South Washington Street

50) *SCL Facilities:*

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

See Section 2.B.11 for exceptions to Lot 13, 14, & 15 requirements.

Yesler Way, I-5 to South Washington Street

Applies to Block 6, Lots 1

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

51) *Roadway*

52) SPU Facilities:

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

53) SCL Facilities:

- Install underground conduit and vaults for streetlights

Public Access Pathway (Easement 6.4)

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

- *Public Access Pathway*
- *Interim Pathway*

See Section 2B for Easement 6.4 requirements.

Private Access Drive (Easement 6.2)

Public Utility Easements (6.3 and 6.7)

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

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

54) SPU Facilities:

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

55) SCL Facilities:

- Relocate overhead distribution power lines

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

See Section 2.B for Easement 6.2 requirements.

Private Access Drive (Easement 6.5)

Public Utility Easements (6.6 and 6.7)

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

- *Driveway*
- *Private Pathway*
- *Interim Pathway*
- *Private Access Drive Frontage Improvements*
- *Utility Infrastructure: including but not limited to:*
 - 56) *SPU Facilities:*
 - Public Sewer (PS) to Southwest Basin point of connection through Public Utility Easement 6.7 to South Jackson Street (Does not apply to Lot 27)
 - Water in *Public Utility Easements* 6.3 and 6.6
 - Water in South Washington Street
 - Water in 10th Avenue South between South Washington Street and South Main Street
 - 57) *SCL Facilities:*
 - Relocate overhead distribution power lines
 - Install underground conduits and vaults and connect to existing vault at 9th Ave South and South Jackson Street or to existing vault in Easement 6.5
 - Install underground conduits and vaults for street lighting

See Section 2.B for Easement 6.5 requirements.

| BLOCK 7 |
|---|
| Street Right-of-Way Segment |
| Alder Street, I-5 to 9th Avenue Applies to Block 7, Lots 1, 2, 3, and 4 <ul style="list-style-type: none">• <i>Right-of-Way Frontage Improvements</i>• <i>Interim Sidewalks</i>• <i>Street Infrastructure:</i> including but not limited to:<ul style="list-style-type: none">58) <i>Roadway:</i> excluding the intersection of 9th Avenue and Alder Street59) <i>SPU Facilities:</i><ul style="list-style-type: none">• Public Sewer (PS) in Alder Street.• Public Sewer (PS) through <i>Public Utility Easement 7.2</i> to Northwest Basin point of connection in Public Utility Easement 6.1• Public Storm Drain (PSD) in Alder Street through <i>Public Utility Easement 7.2</i> to and including detention in South Washington Street60) <i>SCL Facilities:</i><ul style="list-style-type: none">• Relocate overhead distribution power lines |
| 9th Avenue, Alder Street to Fir Street, excluding intersection with 8th Avenue and Fir Street Applies to Block 7, Lots 4 and 5 <ul style="list-style-type: none">• <i>Right-of-Way Frontage Improvements</i>• <i>Interim Sidewalks</i>• <i>Street Infrastructure:</i> including but not limited to:<ul style="list-style-type: none">61) <i>Roadway</i>62) <i>SPU Facilities:</i><ul style="list-style-type: none">• Public Sewer (PS) in 9th Avenue• Public Sewer (PS) through <i>Public Utility Easements 2.2 and 1.3</i> to East Basin point of connection at South Main Street east of Boren |

| |
|--|
| <p>Avenue</p> <ul style="list-style-type: none">• Water in 9th Avenue• Water in Alder Street to point of connection east of 9th Avenue <p>63) <i>SCL Facilities</i>:</p> <ul style="list-style-type: none">• Relocate overhead distribution power lines |
| <p>8th Avenue, 9th Avenue to Yesler Way</p> <p>Applies to Block 7, Lots 5, 6 and Tract A</p> <ul style="list-style-type: none">• <i>Right-of-Way Frontage Improvements; including Right-of-Way Frontage Improvements for Lot 1 on Block 2</i>• <i>Interim Sidewalks</i>• <i>Street Infrastructure: including but not limited to:</i> <p>64) <i>Roadway</i></p> <p>65) <i>SCL Facilities</i>:</p> <ul style="list-style-type: none">• Relocate overhead distribution power lines <p>Any lot responsible for the construction of a <i>Pocket Park</i> in Tract A is also responsible for each element of <i>Required Infrastructure</i> for 8th Avenue as specified above.</p> |
| <p>Yesler Way, 8th Avenue to I-5</p> <p>Applies to Block 7, Lots 6, 7, 8, and 9</p> <ul style="list-style-type: none">• <i>Right-of-Way Frontage Improvements</i>• <i>Interim Sidewalks</i>• <i>Street Infrastructure: including but not limited to:</i> <p>66) <i>Roadway</i></p> <p>67) <i>SPU Facilities</i>:</p> <ul style="list-style-type: none">• Public Sewer (PS) in Yesler Way• Public Sewer (PS) to Northwest Basin point of connection in <i>Public Utility Easement 6.1</i>• Public Storm Drain (PSD) in Yesler Way to and including detention in South Washington Street <p>68) <i>SCL Facilities</i></p> <ul style="list-style-type: none">• Install underground conduits and vaults for streetlights |

Pocket Park (Tract A)

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

- Complete *Pocket Park*

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

Private Access Drive (Easement 7.1)

Public Utility Easement (7.2)

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

- *Driveway*
- *Public Access Pathway*
- *Interim Pathway*
- *Private Access Drive Frontage Improvements*
- *Utility Infrastructure*: including but not limited to:
69) *SPU Facilities*:
 - Public Sewer (PS) in *Public Utility Easement 7.2*
 - Public Sewer (PS) to Northwest Basin point of connection in *Public Utility Easement 6.1*
 - Public Storm Drain (PSD) in *Public Utility Easement 7.2* to and including detention in South Washington Street

See Section 2.B for Easement 7.1 requirements.

| BLOCK 8 |
|---|
| Street Right-of-Way Segment |
| Fir Street, 9th Avenue to Broadway, including intersection with 8th Avenue Applies to Block 8, Lot 1 <ul style="list-style-type: none">• <i>Right-of-Way Frontage Improvements</i>• <i>Street Infrastructure:</i> including but not limited to:<ul style="list-style-type: none">70) <i>Roadway</i>71) <i>SPU Facilities:</i>• Public Sewer (PS) in Fir Street• Public Sewer (PS) to East Basin point of connection at South Main Street east of Boren Avenue• Water in Fir Street<ul style="list-style-type: none">72) <i>SCL Facilities:</i>• Relocate overhead distribution power lines |
| Broadway, Fir Street to Plat boundary Applies to Block 8, Lot 1 <ul style="list-style-type: none">• <i>Right-of-Way Frontage Improvements</i>• <i>Street Infrastructure:</i> including but not limited to:<ul style="list-style-type: none">73) <i>Roadway, excluding Roadway east of the streetcar tracks</i> |