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6/9/98

Introduced By:

Proposed No.:

98 - 445

MOTION NO. **10543**

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A MOTION relating to Kingdome parking during the transition period while the proposed new football stadium and exhibition center are under construction, authorizing execution of three related agreements that relieve King County of certain parking obligations and provide for substitute and reciprocal use of certain parking facilities.

WHEREAS, King County has executed an agreement and letter of intent with Football Northwest (FNW) obligating the County to "...take all reasonable actions as may be requested by FNW or the Public Stadium Authority (PSA) if the cost is *de minimis* or reimbursed," and

WHEREAS, the prospective phased construction of a new football stadium and exhibition center will result in the loss of certain Kingdome parking, and

WHEREAS, the three agreements, attached as Attachments 1, 2 and 3, will result in releasing King County from those parking obligations which cannot be met when certain Kingdome property is contributed to the PSA to allow commencement of construction of new facilities, and

WHEREAS, King County will incur no expenses or revenue losses as a result of executing the three agreements;

1 NOW, THEREFORE BE IT MOVED by the Council of King County:

2 1. The King County executive is authorized to execute the Amendment to the
3 original Interlocal Cooperation Agreement among King County, the city of Seattle, and the
4 municipality of metropolitan Seattle in substantially the form attached hereto.

5 2. The King County executive is authorized to execute the Memorandum of
6 Understanding among King County, the Public Facilities District, the Public Stadium
7 Authority, the Baseball Club of Seattle, L. P. (the Mariners) and First & Goal, Inc. in
8 substantially the form attached hereto.

9 3. The King County executive is authorized to execute the Covenant for Off-Site
10 Accessory Parking among King County, the Public Facilities District and the City of
11 Seattle in substantially the form attached hereto.

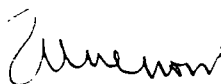
12 PASSED by a vote of 12 to 0 this 8th day of September,
13 1998.

14 KING COUNTY COUNCIL
15 KING COUNTY, WASHINGTON



16
17 VICE Chair

18 ATTEST:



19
20 Clerk of the Council

- 21
22 Attachments: 1. Amendment to Interlocal Cooperation Agreement between King County,
23 the City of Seattle and the Municipality of Metropolitan Seattle.
24 2. Memorandum of Understanding.
25 3. Covenant for Off-Site Accessory Parking.

AMENDMENT
TO
INTERLOCAL COOPERATION AGREEMENT

between
KING COUNTY
THE CITY OF SEATTLE
and
THE MUNICIPALITY OF METROPOLITAN SEATTLE

This Amendment to that certain Interlocal Cooperation Agreement (“Agreement”) dated March 24, 1976, relating to the King County Stadium, is made between the City of Seattle and King County, pursuant to Chapter 39.43 of the Revised Code of Washington.

Recitals.

1. King County is the owner and operator of the King County Stadium (“Stadium”), and is the successor in interest to the rights and duties of the Municipality of Metropolitan Seattle (“Metro”).

2. The City of Seattle is the agency with the authority to grant use and construction permits for the development of land located within its jurisdictional boundaries.

3. Under the authority of ESHB 2192, Chapter 220, Laws of 1997 (“Stadium Act”), King County created the Public Stadium Authority (“PSA”) by Ordinance No. 12807, to develop a new open-air stadium suitable for National League Football League football and for Olympic and World Cup soccer, parking facilities and an Exhibition Hall and other ancillary facilities (the Project”) to be located in King County.

4. The PSA has issued a Draft Environmental Impact Statement (“DEIS”), which sets forth two alternatives that require demolition of the Stadium, and construction of the Project on the existing Stadium site and either the Stadium’s North or South Parking Lot.

5. The Stadium Act requires that the Exhibition Hall be completed before the Stadium is demolished so that attendance at exhibitions can continue uninterrupted. Under the two alternatives identified in the DEIS that require demolition of the Stadium, construction of the Exhibition Hall on one of the

Stadium parking lots is expected to be completed in late 1999. During the period of such construction, however, the Stadium will continue to be used for events, including Seattle Mariners home games. As a result, it would be necessary for the Master Use Permit applicant to identify and secure sufficient replacement parking to accommodate these events.

6. In the event that the PSA selects the Stadium site as the site of the Project, the City and the County desire that the intent of the Agreement to provide sufficient off-street parking for Stadium events is carried forward through the 1999 construction period by addressing temporary replacement of the displaced on-site parking as part of the City's analysis, decision and conditioning of a Master Use Permit for the Project.

NOW, THEREFORE, King County and The City of Seattle agree as follows:

Section 5. Required Off-Street Stadium Parking of the Agreement is amended by the addition of the following subsection at the end of the last paragraph:

5A. In the event the PSA selects the Stadium site as the site of the Project, The City of Seattle, may, in any decision approving a Master Use Permit for the Project, modify the requirements of this section 5 to permit during the construction of the Project a reduction in the number of off-street automobile parking spaces required on the Stadium site; provided that the parking spaces removed during construction shall be temporarily replaced by an equal number of off-site spaces secured by the Master Use Permit applicant via covenant or shared parking agreement with other owners or operators of parking lots for the use of attendees of Stadium events, in accordance with Seattle Municipal Code Title 23, Land Use Code.

Section 11. Duration; Amendment; Termination of the Agreement is amended to read as follows:

11. Duration; Amendment; Termination. This agreement shall continue indefinitely during the operation of the Stadium, subject to amendment from time-time or termination by the unanimous consent of King County and the City; provided, however, that this agreement shall automatically terminate if and when the Stadium ceases operation.

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IN WITNESS WHEREOF, this Amendment has been executed by the parties thereto on the date affixed by the signatures of their respective executives.

KING COUNTY

THE CITY OF SEATTLE

By: _____
County Executive

By: _____
Mayor

DATE: _____

DATE: _____

PARKING AND EVENT COORDINATION AGREEMENT

This Parking and Event Coordination Agreement ("Agreement"), dated this ____ day of ____ 1998, is made by and among:

King County, a municipal corporation of the State of Washington, (the "County");

The Washington State Major League Baseball Stadium Public Facilities District, a Washington municipal corporation, (the "PFD");

The Washington State Public Stadium Authority, a Washington municipal corporation, (the "PSA");

The Baseball Club of Seattle, L.P., a Washington limited partnership, (the "Mariners");

First & Goal Inc., a Washington corporation, ("FGI"); and

Football Northwest LLC, a Washington limited liability company, ("FNW");

(collectively, the "Parties").

I. RECITALS

- A. Pursuant to Chapter 1, Laws of 1995, Third Special Session of the Laws of Washington, and King County Ordinance 12000, the PFD is responsible for developing a new retractable roof stadium and associated facilities (the "Ballpark") suitable for Major League Baseball ("MLB"). The Ballpark along with a parking facility (the "Ballpark Parking Garage") is currently under construction at First Avenue South and South Atlantic Street in Seattle Washington, and is scheduled to be completed July 1999. It is anticipated that the Ballpark Parking Garage, and associated surface parking, will contain approximately 1,600 to 2,300 parking spaces.
- B. The Mariners are the owner of the Seattle Mariners Baseball Club, a MLB team, and the party having operations responsibility for the Ballpark.
- C. The County is the owner and operator of the King County Domed Stadium, which is depicted in Exhibit "A" attached hereto, and located at 201 South King Street, Seattle, Washington (the "Kingdome site").
- D. The Mariners are a principal tenant of the Kingdome and have certain parking and Kingdome Pavilion use rights at the Kingdome site so long as they remain a tenant, pursuant to that certain Use Agreement with the County, as amended on March 13, 1997 (the "Baseball Use Agreement"). Upon completion of the Ballpark, the Mariners will occupy the Ballpark, pursuant to a lease agreement with the PFD, and the Baseball Use Agreement will be terminated.
- E. FNW is the owner of the Seattle Seahawks (the "Seahawks"), an NFL team. FNW is a principal tenant of the Kingdome and has certain parking and Kingdome Pavilion use rights at the Kingdome site, pursuant to that certain Consent to Assignment and Amendment of Use Agreement with King County, dated January 7, 1997, and subsequently amended on July 29, 1997 (the "Football Use Agreement").

- F. Pursuant to Chapter 220, Laws of 1997, and King County Ordinance 12807 (the "Stadium Legislation"), the PSA is responsible for developing, owning and operating a new open-air stadium suitable for National Football League ("NFL") Football and for Olympic and World Cup Soccer (the "Stadium"), with adjacent exhibition facilities ("Exhibition Center"), together with associated parking facilities, ("Stadium Parking Garage") and other ancillary facilities (collectively, the "Stadium Project") in King County, Washington.
- G. FGI is a "team affiliate" as contemplated by the Stadium Legislation. It is expected that FGI and the PSA will enter into an agreement for the development of the Stadium Project, and a master lease under which FGI will have responsibility for the Stadium and Exhibition Center.
- H. Pursuant to Resolution No. 43, dated April 30, 1998, the PSA has selected the Kingdome South Parking Lot alternative as the site for the Stadium, Exhibition Center and Stadium Parking Garage. Subject to (a) agreement on the transfer of such real and associated personal property as the County and PSA mutually determine to be necessary under Section 109(2) of the Stadium Legislation, and (b) the receipt of all necessary approvals and permits, construction of the Exhibition Center and the Stadium Parking Garage on the southern portion of the Kingdome site could start in September of 1998. The construction would displace approximately 1,250 parking spaces during the construction period: 1,010 spaces would be displaced commencing September 1998 and an additional 247 spaces would be displaced commencing approximately March 1, 1999. Upon completion of the Exhibition Center and the Stadium Parking Garage, which is scheduled for November 1, 1999, approximately 2,000 parking spaces will then become available on Lot B of the Kingdome site.
- I. During the term of this Agreement, the PSA and FGI wish to secure substitute parking for all displaced Kingdome event parking at the Kingdome site in an amount to be determined by the City of Seattle. Pursuant to that certain Covenant for Off-Site Accessory Parking executed June 16, 1998, and recorded with King County Records, No. 9806160880, the PSA and FGI have covenanted with Merrill Place LLC to secure for use during Kingdome events approximately 62 spaces at Merrill Place, which is located at 97 S. Jackson Street.
- J. Pursuant to that certain Covenant for Off-Site Accessory Parking executed June 5, 1998, and recorded with King County Records, No. 9806160882, the PSA and FGI have covenanted with Union Station Associates LLC to secure parking for use during Kingdome events at a new parking facility at the Union Station building, which is located at 401 S. Jackson Street, Seattle, Washington (the "Union Station Garage"). The Union Station Garage is being constructed in two phases. Construction of the first phase of the Union Station Garage is scheduled to be completed by September 1, 1998. At that time, it is anticipated that the Union Station Garage will have approximately 950 parking spaces available for Kingdome event parking. Construction of the second phase of the Union Station Garage is scheduled to be completed by March 1, 1999. At that time, it is anticipated that approximately 310 additional parking spaces will be available for Kingdome event parking to replace certain parking which will be lost during construction of an office building at Union Station and to replace parking which will be lost at Merrill Place.
- K. The purpose of this Agreement is to clarify and coordinate the parking and event scheduling rights and responsibilities of each party during the 1998 and 1999 calendar years.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, the Parties agree as follows:

II. AGREEMENT

- A. Notice of Parking Displacement. The PSA and/or FGI shall provide at least 60 days written notice to FNW, the County, the Mariners, and the PFD prior to the displacement of any parking on the Kingdome site.
- B. Substitute Event Parking. Ensuring the availability of the Union Station Garage, Merrill Place and such additional substitute parking as may be required by the City of Seattle, but not less than the parking necessary to replace displaced Kingdome parking, shall be a continuing obligation of FGI during the term of this Agreement. The PSA and/or FGI shall secure any such additional substitute parking for Kingdome events as may be required by the City of Seattle in the event of termination of the Union Station Parking Garage or Merrill Place parking covenants.
- C. Substitute Parking Rate. For the 1998 baseball and football seasons, all substitute parking secured by FGI shall be charged at the Kingdome event rate, as established by the Director of the King County Department of Stadium Administration pursuant to King County Code 22.12. Thereafter, all substitute parking secured by FGI may be charged at the rate set by the owner of the substitute parking facility. If pre-sold parking at Mariners baseball games or Seahawks football games is relocated, no additional costs or expenses shall be imposed on the Mariners or FNW, or their respective ticket holders for the 1998 season.
- D. Use of Kingdome Parking. The County, to the maximum extent feasible, shall relocate to Lot A on the Kingdome site any pre-sold or otherwise committed parking allowed under the Baseball Use Agreement and the Football Use Agreement at Mariners baseball games and Seahawks football games that is displaced by construction of the Exhibition Center and Stadium Parking Garage, subject to (1) Article 11.1 of the Baseball Use Agreement; (2) Article 12.1 of the Football Use Agreement; (3) parking changes on Lot A that may be required as an accommodation under the Americans with Disabilities Act; and (4) the use of approximately 80 parking spaces by Amtrak for a temporary bus, taxi and short term parking during renovation of the King Street Station, which is expected to commence on or after January 1, 1999; provided that any such use by Amtrak shall be in exchange for the use of property along South Royal Brougham Way that will provide at least 80 parking spaces and be available as event parking. The County further agrees that upon any demolition of the Kingdome Pavilion, the Mariners and the Seahawks shall have the right to use up to sixty (60) parking spaces for player parking within a fenced enclosure located on the northeast side of the Kingdome. Such player parking spaces shall count against the number of parking spaces allotted to the Mariners under Article 4.2 of the Baseball Use Agreement, and the number of parking spaces allotted to the Seahawks under Article 3.3 of the Football Use Agreement, and against the parking provided to satisfy Kingdome parking requirements imposed by the City of Seattle.
- E. Use of the Ballpark Parking Garage. Upon completion of the Ballpark Parking Garage, the Mariners and PFD shall make this facility available for use during all Seahawks games through the 1999 football season, subject to utilization of the Ballpark Parking Garage by the Mariners for their home baseball games, and events scheduled in the Ballpark when there is no Seahawks game. Such parking may be charged at the rate set by the Mariners.

F. Acceptance of Substitute Parking and Waiver. FNW and the Mariners accept the substitution of the Union Station Garage, Merrill Place and any other parking required by the City of Seattle, for event parking currently located in the South Parking Lot at Seahawks and Mariners home games in the Kingdome, subject to the commitment set forth in this Agreement. FNW and the Mariners each hereby release King County, and its officers, employees and agents from all claims or actions by FNW or the Mariners relating to the displacement of parking beginning September 1, 1998, and loss of use of the Kingdome Pavilion beginning March 1, 1998, at the Kingdome South Parking Lot caused by the development of the Kingdome site by the PSA and FGI, as it may affect FNW's and the Mariners' rights to parking and use of the Kingdome Pavilion under their respective use agreements with the County.

G. Event Scheduling and Coordination.

1. Event Coordination. The Parties agree to cooperate with each other and coordinate event calendars for 1999. The Parties shall exchange information identifying the appropriate contacts for implementing this provision.
2. Kingdome Events. In 1999 after the Mariner's cease playing games in the Kingdome, the County may schedule any event in the Kingdome, or on that portion of the Kingdome site not under PSA control, so long as such event does not conflict with a scheduled MLB baseball game in the Ballpark. Such a conflict will be deemed to exist when the proposed Kingdome event either commences or concludes within four hours of the scheduled commencement or conclusion of a baseball game in the Ballpark. For purposes of this Agreement (and consistent with its term), after the Baseball Use Agreement has been terminated, the scheduling principles in Article 4 of the Football Use Agreement, Selection of Dates for Seahawks Home Games, shall continue to apply to the scheduling of Seahawks Home Games as if the Mariners were a tenant in the Kingdome.
3. Associated Kingdome Events. Subject to the prior approval of the County, the PSA, FGI or FNW, as applicable, may schedule an event in the Exhibition Center in association with a scheduled Kingdome event so long as such event does not conflict with a scheduled baseball game in the Ballpark. Such a conflict will be deemed to exist when the proposed Kingdome event either commences or concludes within four hours of the commencement or conclusion of a scheduled baseball game in the Ballpark. For purposes of this Agreement, after the Baseball Use Agreement has been terminated, the scheduling principles in Article 4 of the Football Use Agreement, Selection of Dates for Seahawks Home Games, shall continue to apply to the scheduling of Seahawks Home Games as if the Mariners were a tenant in the Kingdome. No event may be scheduled in the Exhibition Center that is not in association with a scheduled Kingdome event without the prior approval of the County. "Prior approval of the County" shall mean written approval by the Director of the Department of Stadium Administration, which shall neither be unreasonably withheld nor delayed.

H. Term. This Agreement shall terminate on December 31, 1999, or upon completion of the Seahawks' 1999 NFL season, whichever occurs last.

I. Notice. All notices, requests, and other communications which are required to be or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or transmitted by facsimile or upon receipt after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, to the party to whom the same is so given or made, to the addresses and/or facsimile numbers set forth below, or to such other address or facsimile number as any party may designate by giving notice to the other parties hereto.

If to the County, to:

County Executive
King County Courthouse
Seattle, WA 98104
Fax No.: (206) 296-0194

with a copy to:

Stadium Director
King County Domed Stadium
Seattle, WA 98104
Fax No.: (206) 296-3127

If to FGI and FNW, to:

Bert E. Kolde, and to
Richard Leigh
110-110th Avenue NE, Suite 550
Bellevue, WA 98004
Fax No.: (425) 453-6106

with a copy to:

Foster Pepper & Shefelman
1111 Third Avenue, Suite 3400
Seattle, WA 98101
Attention: Judith M. Runstad
Fax No.: (206) 447-9700

If to the Mariners, to:

Charles G. Armstrong
The Baseball Club of Seattle, L.P.
P.O. Box 4100
Seattle, WA 98104
Fax No.: (206) 346-4050

with copies to:

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Perkins Coie LLP
1201 Third Avenue
40th Floor
Seattle, WA 98101
Attention: Bart Waldman
Fax No.: (206) 583-8500

Hillis, Clark, Martin & Peterson
1221 Second Avenue
Ste 500
Seattle, WA 98101-2925
Attention: Jerome L. Hillis
Fax No.: (206) 623-7789

If to the PFD, to:

Ken Johnsen
Executive Director
Washington State Major League
Baseball Stadium Public Facilities District
1500 First Avenue S.
Seattle, WA 98134-1402
Fax No.: (206) 205-6226
with a copy to:

Preston Gates & Ellis LLP
701 Fifth Avenue
Suite 5000
Seattle, WA 98104
Attention: Thomas E. Backer
Fax No.: (206) 623-7022

If to the PSA, to:

Phil Kushlan
Executive Director
Washington State
Public Stadium Authority
401 Second Avenue South, Suite 500
Seattle, WA 98104
Fax No.: (206) 205 8604
with a copy to:

Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, WA 98101-1688

Attention: Gregory W. Forge
Fax No.: (206) 628-7699

10543

Dated this _____ day of _____, 1998.

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THE BASEBALL CLUB OF SEATTLE L.P.

WASHINGTON STATE MAJOR LEAGUE
BASEBALL STADIUM PUBLIC FACILITIES
DISTRICT

By: Baseball of Seattle, Inc.
Managing General Partner

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

FIRST & GOAL, INC.

WASHINGTON STATE PUBLIC STADIUM
AUTHORITY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

KING COUNTY, WASHINGTON

FOOTBALL NORTHWEST LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Approved as to form:

Deputy Prosecuting Attorney

**COVENANT FOR
OFF-SITE ACCESSORY PARKING**

THIS COVENANT, made this date by King County, Department of Stadium Administration ("King County") and the Washington State Major League Baseball Stadium Public Facilities District ("PFD") to the City of Seattle to satisfy the requirements of Section 23.54.025 of the Land Use Code of the City of Seattle (Seattle Municipal Code, Title 23) relating to off-site accessory parking, and to secure necessary building and use permits for the PFD.

WITNESSETH:

WHEREAS, King County is the owner of the property depicted and legally described in EXHIBIT "A" (which also shows the layout of the parking area and identifies the spaces designated as accessory parking) herein called the "Accessory Parking Site" and located at 201 South King Street, Seattle, Washington.

WHEREAS, the parking areas on the Accessory Parking Site, as depicted in EXHIBIT "A", are identified as Lot "A", Lot "B", and the Pavilion.

WHEREAS, King County agrees that for the term of this Covenant a minimum number of parking spaces on the Accessory Parking Site may be used to provide required off-street parking spaces consistent with King County Code chapters 22.08 and 22.12 for a principal building or use on property owned or occupied by the PFD, which is legally described in EXHIBIT "B" attached hereto, herein called the "Principal Building Site" or "Ballpark", subject to (a) certain option rights of Football Northwest LLC, as successor in interest to Seattle Seahawks, Inc., and (b) certain rights of the Washington State Public Stadium Authority ("PSA"), or its team affiliate, pursuant to Laws of 1995, ch. 220. The Principal Building Site is located at 151 South Royal Brougham Way, Seattle, Washington.

WHEREAS, this Covenant supersedes the Covenant for Off-Site Accessory Parking executed April 30, 1998, and recorded with King County Records, No. 980430-2193.

WHEREAS, Section 23.54.025 of the Land Use Code (SMC Title 23) of the City of Seattle provides as follows:

When parking is provided on a lot other than the lot of the use to which it is accessory, the following conditions shall apply:

- A. The owner of the parking spaces shall be responsible for notifying the Director [of the Department of Construction and Land Use] should the use of the lot for covenant parking cease. In this event, the principal use must be discontinued, other parking meeting the requirements of this Code must be provided within thirty (30) days, or a variance must be applied for within fourteen (14) days and subsequently granted.

- B. A covenant between the owner or operator of the principal use, the owner of the parking spaces and the City of Seattle stating the responsibilities of the parties shall be executed. This covenant and accompanying legal descriptions of the principal use lot and the lot upon which the spaces are to be located shall be recorded with the King County Department of Records and Elections, and a copy with recording number and parking layouts shall be submitted as part of any permit application for development requiring parking.

NOW, THEREFORE, King County and the PFD agree with each other and the City of Seattle as follows:

1. King County hereby covenants and agrees that a minimum of 2351 parking spaces of the Accessory Parking Site shall not be diverted or converted to a use other than off-street parking accessory to the Principal Building Site (the Ballpark) during scheduled baseball games consistent with King County Code chapter 22.12, as long as the Ballpark or use to which the parking is accessory is constructed and continues to exist during the term of this covenant, provided that:

A. This Covenant is subject to certain option rights of Football Northwest LLC; as successor in interest to Seattle Seahawks, Inc; and

B. If the PSA or its team affiliate acquires control of any portion of:

(i) Lot B on the Accessory Parking Site during the term of this Covenant, then the minimum number of parking spaces set aside shall be reduced to 1341 at the time the PSA acquires such control; and

(ii) Lot B and the Pavilion on the Accessory Parking Site during the term of this Covenant, then the minimum number of parking spaces set aside shall be reduced to 1,094 at the time the PSA acquires such control.

2. The term of this Covenant shall be from the date hereof until the end of the 1999 regular and post-season baseball games in the Kingdome and the Ballpark.

3. The PFD hereby covenants and agrees that upon termination of this covenant for Accessory Parking, other parking meeting the requirements of chapter 23.54 of the City's land use Code will be provided within thirty (30) days, or the use on the Principal Building Site that requires such spaces will be terminated unless a variance is applied for within fourteen (14) days and is approved.

4. King County and the PFD agree that this covenant supersedes the Covenant for Off-Site Accessory Parking executed April 30, 1998, and recorded with King County Records, No. 980430-2193. King County and the PFD agree that they will notify the Director of the Department of Construction and Land Use immediately if this agreement for Accessory Parking is to be terminated for any reason, or if the Accessory Parking Site is to be diverted or converted to any use other than off-street parking accessory to the Ballpark. King County and the PFD also agree that nothing herein obligates either party to continue to renew this parking covenant.

