

After recording return document to:

City of Seattle
Department of Transportation
700 5th Avenue – Suite 3800
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Michelle Talbot



20140807001065
SEATTLE CITY O EAS 80.00
PAGE-001 OF 009
08/07/2014 12:03
KING COUNTY, WA

EXCISE TAX NOT REQUIRED

King Co. Records Division
By *Walter Charice*, Deputy
~~Walter Charice~~

WASHINGTON STATE RECORDER'S COVER SHEET

Document Title: Easement

Reference Number of Related Document: Recording Number 20140401000689

Grantor(s): IC U.S.A. No. 8 Property Limited Partnership

Grantee: City of Seattle

Abbreviated Legal Description: Lots 3 and 4, Blk 12, Town of Seattle, D. S. Maynard's Plat, Vol. 1, PP 23, King County, Washington

Assessor's Tax Parcel Number(s): 524780-0745

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION TO THE FOLLOWING:

The following described lands and premises situated in the City of Seattle, County of King, State of Washington:

LOTS 3 AND 4, BLOCK 12, TOWN OF SEATTLE, AS LAID OUT BY D.S. MAYNARD, COMMONLY KNOWN AS D.S. MAYNARD'S PLAT OF SEATTLE, according to the Plat thereof recorded in Volume 1 of Plats, Page 23, records of King County, Washington, EXCEPT the East 12 feet of Lot 4, condemned in King County Superior Court Cause No. 7098 for widening of Second Avenue South, as provided by Ordinance No. 1141 of the City of Seattle.

After recording return document to:

City of Seattle
Department of Transportation
700 5th Avenue – Suite 3800
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Mary Jung

20140401000689

SEATTLE CITY O EAS 79.00
PAGE-001 OF 008
04/01/2014 14:12
KING COUNTY, WA

Document Title: Easement

Reference Number of Related Document: N/A

Grantor(s): IC U.S.A. No. 8 Property Limited Partnership

Grantee: City of Seattle

Abbreviated Legal Description: Blk 11 Lots 1, 2, 3 and 4 Maynard's D S Plat Less St, Vol. 1, PP 23, King County, Washington

Assessor's Tax Parcel Number(s): 524780-0745

EASEMENT

Project: First Hill Streetcar

THIS AGREEMENT, made this 14th day of February, 2014, for and in consideration of mutual and offsetting benefits, and other valuable consideration, between **IC U.S.A. NO. 8 PROPERTY LIMITED PARTNERSHIP**, a Washington limited partnership, hereinafter called the Grantor, its successors and assigns; and the **CITY OF SEATTLE**, a Washington municipal corporation, acting by and through its Seattle Department of Transportation, hereinafter called the Grantee;

That the Grantee shall have the perpetual right to install, construct, erect, alter, improve, repair and maintain one (1) permanent eyebolt, or equivalent attachment structures, on the building ("Building") or structure located at 171 S Jackson Street, as shown on the drawings attached hereto as Exhibit "A" and Exhibit "B", on the following described lands and premises situated in the City of Seattle, County of King, State of Washington:

LOTS 1, 2, 3 AND 4, BLOCK 11, TOWN OF SEATTLE, AS LAID OUT BY D.S. MAYNARD, COMMONLY KNOWN AS D.S. MAYNARD'S PLAT OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 23 IN KING COUNTY, WASHINGTON, EXCEPT THE WEST 9 FEET THEREOF CONDEMNED IN DISTRICT COURT CAUSE NO. 7089 FOR OCCIDENTAL AVENUE AS PROVIDED BY ORDINANCE NUMBER 1109 OF THE CITY OF SEATTLE.

Page 1 of 7

Tax Parcel 524780-0745

EXCISE TAX NOT REQUIRED
King Co. Records Division

By Gail Baker, Deputy

Together with the right, privilege and authority to attach streetcar wires to permanent eyebolt(s) or equivalent attachment structures. Grantee's actions shall not disrupt or interfere with any operation of the Building or the business operations of the Building's tenants.

Also together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands and premises across adjacent lands of the Grantor for the purpose of attaching streetcar wires to, maintaining streetcar wires on, or removing streetcar wires from said eyebolt(s) or equivalent attachment structures. Grantee shall give Grantor at least 72 hours advance written notice of its intention to install or replace the eyebolts and support cables on the Building and shall maintain access to vehicle and pedestrian entrances to the Building. Grantee's actions shall not disrupt or interfere with any operation of the Building or the business operations of the Building's tenants.

The Grantee shall be responsible, as provided by law, for any damage caused to the Building and shall reimburse, pay, defend, and indemnify Grantor against any costs, demands, claims or liabilities except for costs, demands, claims, suits, damages, loss or liabilities arising from the Grantor's negligence; asserted against, incurred by, or resulting to the Grantor arising out of Grantee's attachment of eyebolts and cables to the Building, and Grantee's negligence when attaching streetcar wires to, maintaining streetcar wires on, or removing streetcar wires from the eyebolt(s) or equivalent attachment structures that occurs in the exercise of the rights granted by this easement.

Should Grantor at any time desire to demolish, remove, redevelop, or alter the Building located on the Property such that the eyebolts or equivalent attachment structures and cables attached to such eyebolts must be removed, the Grantor shall have the absolute right to do so, but must give at least 6 months advance written notice to Grantee of such plans for removal, redevelopment, reconstruction, or alteration of such Building, and shall give more specific advance written notice not less than 30 days prior to the date by which cables attached to the Building must be removed. In that instance, Grantee shall be obligated at its expense to remove such cables and eyebolts from the Building, repair any damage caused to the Building by such removal, install pole(s) within City Right of Way and transfer attachment to pole(s).

The right, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors and assigns, by way of a formal written notification, shall permanently remove the streetcar wires, or shall otherwise permanently abandon the use of said eyebolt(s) or equivalent attachment structures, at which time all such right, title, privilege and authority hereby granted shall terminate and Grantee shall be obligated at its expense to remove such cables and eyebolts from the Building and repair any damage caused to the Building by such removal.

GRANTOR:

IC U.S.A. NO. 8 PROPERTY LIMITED PARTNERSHIP
a Washington limited partnership

By: APC, INC.
a Washington corporation
Its: General Partner

By: [Signature]
Michael G. Peterson
Its: President

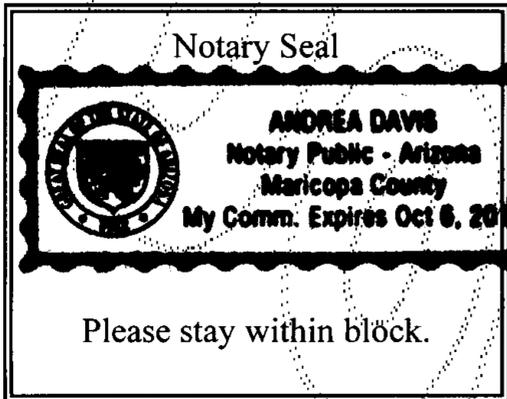
[Signature] 7/30/14
DATE

Dated: 7/14/14

STATE OF WASHINGTON ~~) Arizona~~
: §
County of ~~King~~ Maricopa)

On this 30th day of July, 2014, I certify that I know or have satisfactory evidence that MICHAEL G. PETERSON is the person who appeared before me and acknowledged that he signed this instrument and on oath stated that he was authorized to execute this instrument as President of APC, INC., a Washington corporation, general partner of IC U.S.A. NO. 8 PROPERTY LIMITED PARTNERSHIP, a Washington limited partnership, to be the free and voluntary act for the use and purpose mentioned in this instrument.

GIVEN under my hand and official seal the day and year last above written.



[Signature]

Notary (print name) Andrea Davis
Notary Public in and for the State of ~~Washington~~ Arizona
residing at 4031 N Scottsdale Rd Scottsdale, AZ 85251
My Appointment expires Oct 6, 2017

LOOSE CALIFORNIA ACKNOWLEDGMENT ATTACHED

Gretchen M. Haydel

SDOT First Hill Streetcar Eyebolt Easements Acceptance ORD EXH 3

December 1, 2014

Version #1

Unofficial Document



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

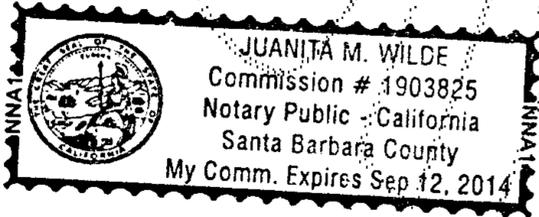
State of California

County of SANTA BARBARA

On FEB. 14, 2014 before me, JUANITA M. WILDE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL G. PETERSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Juanita M. Wilde
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

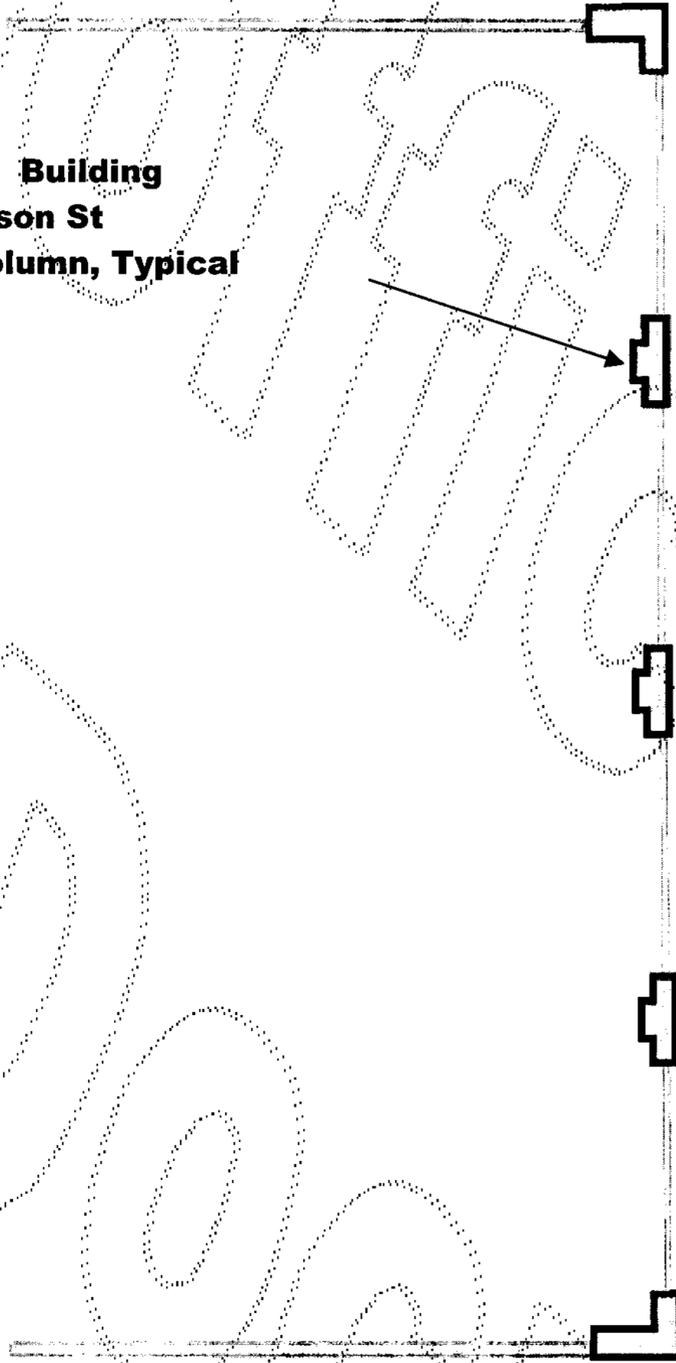
Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

Exhibit A

Map Showing Approximate Connection Point to Building

NorthCoast Building
171 S Jackson St
Masonry Column, Typical



S Jackson St

Eyebolt/Attachment
At 24' +/- Height
(2' above Metro eyebolt)

2nd Ave S

Exhibit B (Sheet 1 of 2)

Drawings/Specifications
For Eyebolt

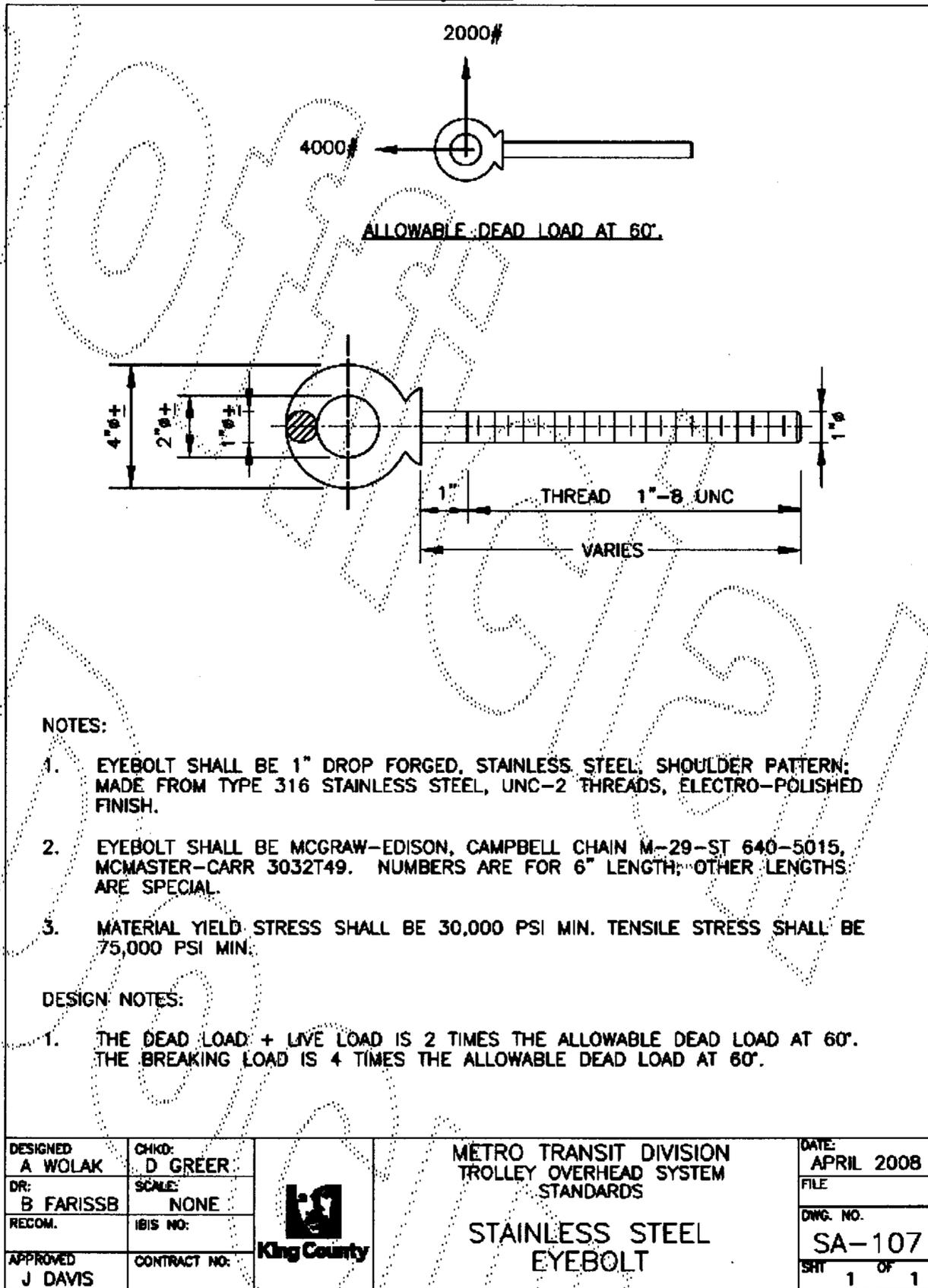


Exhibit B (Sheet 2 of 2)

Drawings/Specifications
 For Eyebolt

