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Electronically Recorded King County, WA

Ex 1 - Property Use and Development Agreement
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WHEN RECORDED, RETURN TO:

Cairncross & Hempelmann, P.S.
524 Second Ave., Suite 500
Seattle, Washington 98104
Attn: Randall P. Olsen

Document Title	Property Use and Development Agreement
Reference Number of Related Document	20240919000340 (Maintenance Agreement for Grand Street Commons)
Grantors	Grand Street Commons MBH LLLP, a Washington limited liability limited partnership Grand Street Commons LLC, a Washington limited liability company
Grantees	City of Seattle
Abbreviated Legal Description	LOTS 1-4, PTN LOTS 5-9 BLK 26 SANDERS SUPPL VOL. 1 PG 210, TGW LOTS 1-5 BLK 1 LOTS 6-14 BLK 5 CREEDMORE ADD VOL 11 PG 41 TGW PTN LOTS 1-6 BLK 14 KINNEAR'S ADD VOL 1 PG 123, TGW PTN NW 9-24-4 Full legal description on Exhibit A
Tax Parcel Numbers	092404-9007-03; 182230-0005-03; 182230-0020-04; 182230-0025-09; 754830-1125-06; 182230-0175-07; 182230-0025-09; 754830-1125-06; 182230-0175-07; 388190-0550-03, 388190-0560-01; 754830-1095-02; 754830-1100-05; 754830-1115-08; 754830-1120-01; 754830-1150-04

PROPERTY USE AND DEVELOPMENT AGREEMENT

This Property Use and Development Agreement (“**Agreement**”) is entered into on this 6th day of May, 2025, by and between Grand Street Commons MBH LLLP (“**MBHA**”) a Washington limited liability limited partnership, and Grand Street Commons LLC (“**GSC**”), a Washington limited liability company. This Agreement is executed in favor of the City of Seattle, a municipal corporation (“**City**”). MBHA, GSC, and the City are each referred to herein as a “**Party**” and together as the “**Parties**”. All capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth in the Council Conditions.

RECITALS

WHEREAS, on November 8, 2021, the Sustainability and Transportation Committee of the Seattle City Council held a public hearing on the vacation petition; and

WHEREAS, on November 15, 2021, the Seattle City Council granted approval of the vacation petition, subject to conditions; and

WHEREAS, MBHA and GSC own certain real property containing residential apartment buildings with ground floor retail in the project commonly known as Grand Street Commons. Within the Grand Street Commons project, MBHA owns the property and improvements south of S. Grand Street, bounded by 22nd Avenue S. and Rainier Avenue S. to the west, 23rd Avenue S. to the east, S. Holgate Street to the south, and S. Grand Street to the north (“**South Block**”) and GSC owns the property and improvements north of S. Grand Street, which include the properties and improvements located east and west of 22nd Avenue S. and roughly bounded by Rainier Avenue S. to the west, 23rd Avenue S. to the east, S. State Street and an alley to the north, S. Grand Street to the south (“**North Block**”). The South Block and North Block properties are described on Exhibit A attached hereto (jointly referred to herein as the “**Property**”); and

WHEREAS, MBHA and GSC have entered into that certain Maintenance Agreement dated August 29, 2024, recorded under King County Recording No. 20240919000340, attached hereto as Exhibit C (the “**Maintenance Agreement**”), which establishes maintenance obligations for public benefit elements of the Property divided along the centerline of S. Grand Street; and

WHEREAS, MBHA and the Cultural Space Agency Public Development Authority (“**CSA**”) have entered into to that certain Condominium Unit Purchase and Sale Agreement dated July 11, 2022 (“**CSA Agreement**”). Pursuant to the terms of the CSA Agreement, MBHA has agreed to convey approximately 1,500 square feet of commercial space fronting the public plaza in the South Block to the CSA by deed (the “**CSA Space**”). The CSA Space is legally described as follows: “Commercial Unit 1, Grand Street Commons Condominium, a Condominium, according to the Declaration thereof recorded under King County Recording Number 20241022000401, and any amendments thereto, and as delineated on Survey Map and Plans filed in Volume 274 of Condominiums, at pages 14 through 24, records of King County, Washington.” Because the King County Assessor requires final vacation ordinance approval before condominium segregation can occur and before the CSA Space can be conveyed, MBHA will convey the CSA Space to CSA pursuant to the CSA Agreement immediately following Council approval of the final vacation ordinance and completion of the condominium segregation by the King County Assessor; and

WHEREAS, The vacation granted by the City Council on November 15, 2021 was subject to the following conditions:

(a) The vacation is granted to allow the Petitioner to build a project substantially in conformity with the project presented to the City Council and for no other purpose. This approval constitutes the substantive Council approval of the vacation and the Petitioner may proceed with the permitting and development of the project, consistent with the conditions of this approval.

(b) All street improvements shall be designed to City standards, as modified by these conditions to implement the Public Benefit requirements, and be reviewed and approved by SDOT through a Street Improvement Permit, including:

- (i) Establishing curb lines, sidewalk dimensions and garage entry,
- (ii) Proposed use of pavement scoring in the right-of-way,
- (iii) Design features, dimensions, and material of curbless portion of S Grand Street,
- (iv) Use of bollards,
- (v) Location of utility facilities, including SCL poles and SPU solid waste bins,
- (vi) Landscaping, and,
- (vii) Material use, signage, art elements and other public benefit features in the right-of-way.

(c) Cooperation between Lake Union Partners and Mt Baker Housing shall continue on the review and implementation of the proposed and required regulatory elements such as the SIP and UMP, the recommendations from the SDC including the Art & Cultural Expression Plan and the vacation conditions. It shall be the responsibility of the development team to provide information to review bodies and make sure that the varying elements can be implemented as required by City Council. If project changes or regulatory provisions impact any vacation conditions, including the public benefit features, SDOT Street Vacations will facilitate a resolution of any conflicts. Lake Union Partners and Mt Baker Housing shall provide information to SDOT about the coordination activities before the passage of the final vacation ordinance.

(d) The utility issues shall be resolved to the full satisfaction of the affected utility before the final vacation ordinance is approved. Before starting any development activity on the site, the Petitioner shall work with the affected utilities and provide protection for the utility facilities. This may include easements, restrictive covenants, relocation agreements, or acquisition of the utilities, which shall be at the sole expense of the Petitioner. The utilities that may be impacted include SCL and SPU.

(e) It is expected that development activity will commence within approximately 24 months after this approval and that development activity will be completed within 7 years. To

ensure timely compliance with the conditions imposed by the City Council, the Petitioner shall provide SDOT with regular reports, following City Council vacation approval, providing an update on the development activity, schedule, and progress on meeting the conditions and anticipated date of project completion and opening. This report shall include an update on other elements of the development review. The Petitioner shall not request or be issued a Final Certificate of Occupancy until SDOT determines that all conditions have been satisfied and all fees have been paid as applicable. If development activity has not commenced within 7 years, the Petitioner must seek an extension of the approval from the City Council.

(f) In addition to the conditions imposed through the vacation process, the project as it proceeds through the permitting process is subject to SEPA review and to conditioning pursuant to City codes through the regulatory review processes.

(g) The Petitioner shall work with the Office of Housing to implement the anti-displacement policy to give preference to renters already located in the neighborhood to the extent feasible.

(h) Free speech activities such as hand billing, signature gathering, and holding signs, all without obstructing access to the space, the building, or other adjacent amenity features, and without unreasonably interfering with the enjoyment of the space by others, shall be allowed within the on-site vacation public benefit features. While engaged in allowed activities, members of the public shall not be asked to leave for any reason other than conduct that unreasonably interferes with the enjoyment of the space by others. Signage clearly identifying public access and allowed free speech activities shall be required at the public open space elements and shall require the review and approval of SDOT Street Vacations. Signage shall be consistent with signage provided for public amenity spaces. Any violation of this condition by the Petitioner or its successors will be enforced through Chapter 15.90 of the Seattle Municipal Code.

(i) Additional review by the SDC shall include the following:

- (i) If any substantive changes are proposed to elements of the public benefit package, including funding associated with any public benefit feature, removing, relocating, or changing the type of design features for the plaza or related right-of-way improvements, the size and orientation of any spaces provided for cultural or artistic activities, or any changes to the proposed street furniture, paving, landscaping, lighting, or any other similar feature, the revisions shall be brought to the SDC for review and approval. The review and approval by the SDC shall occur before issuing any associated street use permit or a building permit for GSC South needed to install or implement any such elements.
- (ii) Before issuing any Certificate of Occupancy for GSC South, the SDC's Executive Director shall review and approve the agreement to [sic] between the Office of Arts & Culture and the Cultural Space PDA to create a condominium or otherwise set aside for the life of the building a space of approximately 1,500 square feet for the PDA to use as a community focused space that will help activate the public plaza throughout the year.

- (iii) Within 180 days of issuing a building permit associated with GSC South (MUP 3035498-LU) the SDC shall review and approve the final Cultural Expression and Public Art Plan developed as a part of the vacation public benefit package. A member of the SDC shall be a voting member in the selection of artists.
- (iv) Funds used to create items of cultural expression to be incorporated into the plaza designs shall result in the creation of elements that have a long-term or permanent quality as opposed to items that are temporary in nature.

(j) The Petitioner shall develop and maintain the public benefit elements as defined by the City Council. A Property Use and Development Agreement (PUDA) or other binding mechanism shall be required to ensure that the public benefit elements remain open and accessible to the public and to outline future maintenance obligations of the improvements.

(k) Public amenities and nonstandard elements in the right-of-way shall require a binding mechanism to ensure that the features remain open and accessible and to outline future maintenance and insurance provisions. This may, as determined by SDOT, include a City Council Term Permit, a long-term permit from SDOT, a maintenance agreement, provisions in the SIP, or inclusion in the vacation PUDA.

(l) Signage clearly identifying public access shall be required at the public open space elements and shall require the review of SDOT Street Vacations. The final design of the public benefit elements shall require the review and approval of SDOT Street Vacations. SDOT Street Vacations may require additional review by the SDC as needed. Changes to the proposed public benefits require SDOT review and may necessitate additional SDC review. The public benefit requirements include the following features including approximate quantities and square footage dimensions, shall be described in the PUDA:

Public Benefit Matrix:

PUBLIC BENEFIT		CODE REQUIRED	APPROXIMATE VALUE	RESPONSIBLE PARTY (IMPLEMENTATION AND COST)
ROW Enhancements	Added 12,124 SF of ROW enhancements, for a total of 33,800 SF	None	\$391,000	Mt Baker Housing
	<ul style="list-style-type: none">• Nine new bike racks• Two new street lights• Building setbacks• Pre-construction work (surveying, clearing, fencing,			

	staking, erosion control)				
Onsite Art & Cultural Opportunities	<p>Hired local BIPOC art consultant to oversee, manage and implement opportunities for onsite Cultural and Artistic Expression (\$50,000)</p> <p>Budget for hiring local artists (BIPOC priority) and materials to create art (\$190,000)</p> <p>Cultural and Artistic Expression elements in the public plaza that are part of the artists’ scope of work:</p> <ul style="list-style-type: none"> 150 SF water feature (\$250,000) 29 artistic plaza pole lights, 12 seats / benches (\$205,000) 	None	\$695,000	<p>\$240,000 (Mt Baker Housing)</p> <p>\$455,000 (Lake Union Partners)</p>	
Arts & Culture Community Space Fronting the Plaza	Contract executed with the Cultural Space Agency (CSA) as year-round programming for the plaza, as well as community-focused opportunities and events	None	N/A	Mt Baker Housing	
Arts & Cultural Implementation	Dedicating 1,500 SF of commercial space fronting the public plaza to the CSA for the life of the building	None	\$250,000	Mt Baker Housing	
South Public Plaza, Woonerf & Landscaping	11,601 SF of New Plaza and 10,075 SF of woonerf. (\$250,000). 14 new trees, 412 new plants and groundcover plantings (\$47,000)	None	\$297,000	Mt Baker Housing	
North Public Plaza	Additional 9,100 SF of extended plaza and special paving within the plaza	None	\$307,000	Lake Union Partners	
	TOTAL COST FOR PUBLIC BENEFITS		\$1,940,000		

(m) Mount Baker Housing Association, Grand Street Commons GP MBH LLC, and Grand Street Commons MBH LLLP shall be exempt from the required compensation for the appraised value of the right of way, but shall pay to the City all costs incurred by the City in processing the vacation request; and

WHEREAS, MBHA and GSC are executing this Agreement to ensure compliance with the ongoing conditions of the vacation approval subsequent to passage of the vacation ordinance.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

Section 1. Public Benefits. The development project currently on-site has constructed the “Public Benefits” outlined in Section 1 in the following manner, and as depicted in Exhibit B-1 and Exhibit B-2.

(a) MBHA has implemented right-of-way enhancements consisting of 12,124 square feet of additional improvements, bringing the total enhanced area to 33,800 square feet. These improvements include installation of nine new bike racks and two new street lights throughout the project area. The improvements further incorporate building setbacks and all necessary pre-construction work including surveying, clearing, fencing, staking, and erosion control measures.

(b) Under shared responsibility pursuant to the Maintenance Agreement, Owner has implemented an artistic and cultural program through engagement of a local BIPOC art consultant to oversee, manage, and implement cultural and artistic expression opportunities. This program includes an allocated budget for local artists with BIPOC priority. The resulting Cultural and Artistic Expression elements incorporate a 150 square foot water feature, twenty-nine artistic plaza pole lights, and twelve integrated seats and benches positioned throughout the public spaces.

(c) Pursuant to the CSA Agreement (described in Recital E above), MBHA has agreed to convey the CSA Space to CSA. The CSA Space shall be operated in accordance with programming and activation requirements approved by the Seattle Design Commission. The CSA Space is a permanent commitment to maintaining cultural activities and community engagement within the project.

(d) The public plaza and landscaping elements are divided between the South Block and North Block as follows: For the South Public Plaza, MBHA has constructed and maintains responsibility for an 11,601 square foot new plaza area and a 10,075 square foot woonerf. The landscaping within this area consists of fourteen newly planted trees complemented by 412 plants and groundcover installations, creating a cohesive and welcoming public space. For the North Public Plaza, GSC has constructed and maintains responsibility for an additional 9,100 square feet of extended plaza area incorporating special paving treatments that integrate with and complement the overall design of the public spaces.

Section 2. Maintenance Obligations. The Maintenance Agreement for Grand Street Commons (“**Maintenance Agreement**”), recorded under King County recording no. 20240919000340, and attached as Exhibit C, establishes the maintenance obligations for public benefit elements divided along the centerline of S. Grand Street, with GSC responsible for elements north of the centerline and

MBHA responsible for elements south of the centerline. The maintenance obligations include but are not limited to:

(a) GSC shall be responsible for maintaining all public benefit elements north of the Grand Street centerline. These maintenance obligations shall include regular landscaping maintenance and care; periodic hardscape pressure washing of all surfaces; ongoing irrigation system maintenance and winterization; electrical and lighting system maintenance including replacement of fixtures and bulbs as needed; snow removal and ice mitigation during inclement weather; cleaning, repair, and preservation of art tiles and installations; regular trash collection and removal; maintenance and replacement of wayfinding signage as needed; upkeep of all plaza power systems and associated utilities; operation and maintenance of water features and fountains; cleaning and repair of bus shelter facilities; and maintenance of all storm sewer systems within the designated area.

(b) MBHA shall be responsible for maintaining all public benefit elements south of the Grand Street centerline. These maintenance obligations shall include regular landscaping maintenance and care; periodic hardscape pressure washing of all surfaces; ongoing irrigation system maintenance and winterization; electrical and lighting system maintenance including replacement of fixtures and bulbs as needed; snow removal and ice mitigation during inclement weather; cleaning, repair, and preservation of art tiles and installations; regular trash collection and removal; and maintenance and replacement of wayfinding signage as needed.

(c) All maintenance shall be performed in accordance with Section 5 of the Maintenance Agreement, which specifies that the Parties agree and intend that under the PUDA, except for Shared Maintenance, costs associated with PUDA Maintenance performed north of the centerline of S. Grand Street shall be the sole responsibility of GSC and costs associated with PUDA Maintenance performed south of the centerline of S. Grand Street shall be the sole responsibility of MBHA.

Section 3. Free Speech Activities. Free speech activities such as hand billing, signature gathering, and holding signs, all without obstructing access to the space, the building, or other adjacent amenity features, and without unreasonably interfering with the enjoyment of the space by others, shall be allowed within the Public Benefits areas. There are three public access and free speech signs located within the Public Benefit areas. One sign is located approximately twenty feet north of the intersection of S. Grand Street and Rainier Avenue S., immediately east of the sidewalk. A second sign is located immediately north of the short-term parking area on the north side of S. Grand Street. The third sign is located near the middle of the west-facing façade of the building on the South Block. While engaged in allowed activities, members of the public may not be asked to leave for any reason other than conduct that unreasonably interferes with the enjoyment of the space by others. Any violation of these conditions will be enforced through Chapter 15.90 of the Seattle Municipal Code.

Section 4. Anti-Displacement. The Office of Housing has approved a Community Preference Plan per the anti-displacement requirement in the vacation conditions, a copy of which is attached hereto as Exhibit D.

Section 5. Amendments. This Agreement may be amended or modified by agreement between the Parties; provided any such amendment shall be subject to approval by the City Council by ordinance. Nothing in this Agreement shall be construed as a surrender of the City's governmental powers.

Section 6. No Public Dedication. Nothing in this Agreement shall constitute a public dedication of any portion of the Property or impose any restriction on any part of the Property other than the areas designated for the Public Benefits.

Section 7. Recording. The legal description of the Property is set forth in Exhibit A to this Agreement. An executed copy of this Agreement shall be recorded in the records of King County and the covenants contained herein shall attach to and run with title to the Property.

Section 8. Enforcement. This Agreement is made for the benefit of the City and the public. The City may institute and prosecute any proceeding at law or in equity to enforce this Agreement.

Section 9. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it shall be stricken from the Agreement, and the remainder of this Agreement shall nonetheless remain in full force and effect.

Section 10. Insurance. Upon the effective date of the vacation ordinance, MBHA and GSC shall provide and thereafter maintain in full force and effect, commercial general liability insurance providing for a limit of not less than \$1,000,000 per occurrence for damages arising out of bodily injuries or death. The insurance policies obtained shall be issued by companies authorized to conduct business in Washington State and shall name the City as an additional insured. MBHA and GSC shall provide evidence of insurance to the City Risk Manager at the City's reasonable request.

Section 11. Indemnity. MBHA and GSC covenant and agree to defend, indemnify, and hold harmless the City of Seattle, its officials, officers, employees, and agents from all liabilities, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses, resulting from any actual or alleged bodily injury including death or actual or alleged damage to property arising out of or in connection with the use or occupation of the Public Benefits during the term of their building ownership. Upon any transfer of building ownership, this obligation shall be binding on all successors and assigns. The indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments or expenses resulting from bodily injury or property damage caused by the negligence or intentional acts of the public or the City, or the City's officers, employees, elected officials, agents, or subcontractors.

Section 12. Binding Effect. This Agreement is binding on MBHA and GSC and their successors and assigns. MBHA and GSC, and each future owner of the Property, shall be bound only during their period of ownership.

[Remainder of page intentionally left blank – Signature page follows]

GSC:

Grand Street Commons LLC,
a Washington limited liability company

By: Belshaw Partners LLC
a Washington limited liability company
Its: Manager

By: Lake Union Partners Seattle, LLC,
a Washington limited liability company
Its: Manager

By: Patrick Foley
Name: Patrick Foley
Its: Manager

Mailing and e-mail address for Notice:
401 N. 36th Street, Suite 104
Seattle, WA 98103
pat@lakeunionpartners.com

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this day personally appeared before me Patrick Foley, to me known to be the Manager of Lake Union Partners Seattle, LLC, a Washington liability company, the Manager of Belshaw Partners LLC, a Washington limited liability company, the Manager of Grand Street Commons LLC, a Washington limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that said person is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said limited liability company.

GIVEN under my hand and official seal this 25th day of April, 2025.



Shelby Hjort
NOTARY PUBLIC in and for the

My commission expires 4/25/2029.

By: HAL Belshaw LLC,
a Washington limited liability company
Its: Co-Manager

By: HAL Real Estate Inc.,
a Washington corporation,
Its: Manager

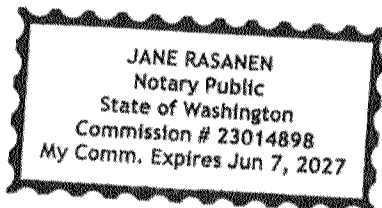
By: [Signature]
Name: Jonathan Manheim
Title: Manager

Mailing and e-mail address for Notice:
2025 First Avenue, Suite 700
Seattle, WA 98121
jmanheim@halrealestate.com

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this day personally appeared before me Jonathan Manheim, to me known to be the President of HAL Real Estate Inc, a Washington corporation, the Manager HAL Belshaw LLC, a Washington limited liability company, the Co-Manager of Grand Street Commons LLC, a Washington limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that said person is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said limited liability company..

GIVEN under my hand and official seal this 30th day of April, 2025.



[Signature]
NOTARY PUBLIC and for the
State of Washington, residing
at Seattle, WA
My commission expires JUNE 7, 2027

MBHA:

Grand Street Commons MBH LLLP,
a Washington limited liability limited partnership

By: Grand Street Commons GP MBH LLC
a Washington limited liability company
Its: General Partner

↙ *Mount*
By: Baker Housing Association
a Washington nonprofit public benefit corporation
Its: Manager

By: *[Signature]*
Name: *BRYON GUNGAWARE*
Its: Executive Director
*
INTERIM

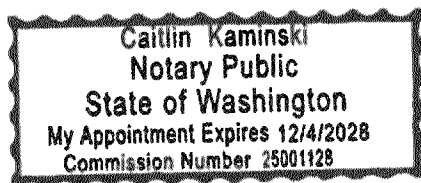
Initial
Pat Foley *PF*
Jonathan Monheim *JM*

Mailing and e-mail address for Notice:
2916 S McClellan St
Seattle WA 98144
Attn: *Executive Director*

STATE OF WASHINGTON)
) ss.
COUNTY OF *King*)

On this day personally appeared before me *Caitlin Kaminski* to me known to be the Executive Director of Baker Housing Association, a Washington nonprofit public benefit corporation, the Manager of GrandStreet Commons GP MBH LLC, a Washington limited liability company, the General Partner of Grand Street Commons MBH LLLP, a Washington limited liability limited partnership, the limited liability limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability limited partnership, for the uses and purposes therein mentioned, and on oath stated that said person is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said limited liability limited partnership.

GIVEN under my hand and official seal this *6th* day of *May*, 2025.



[Signature]
NOTARY PUBLIC in and for the
State of Washington, residing
at *Duvall, WA*
My commission expires *12/04/2028*

EXHIBIT A

Real Property Legal Description

WEST BLOCK PARCELS

PARCEL A:

LOTS 1 AND 2, BLOCK 26 OF SANDER'S SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 754830-1095; 754830-1100

PARCEL B:

LOTS 1 AND 2, BLOCK 1 OF CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 182230-0005

PARCEL C:

LOT 3, AND THAT PORTION OF LOT 8 LYING EAST OF RAINIER AVENUE, BLOCK 26, SANDERS SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH LOT 3, BLOCK 1, CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON.

APN: 754830-1115

PARCEL D:

LOT 4 AND THAT PORTION OF LOT 7, LYING EAST OF RAINIER AVENUE, BLOCK 26, SANDERS SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON.

APN: 754830-1120

PARCEL E:

LOT 9, BLOCK 26, SANDERS SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 29945 FOR RAINIER AVENUE AS PROVIDED BY ORDINANCE NUMBER 6047 OF THE CITY OF SEATTLE.

APN: 754830-1150

PARCEL F:

LOT 4, BLOCK 1, CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE(S) 41, RECORDS OF KING COUNTY, WASHINGTON.

APN: 182230-0020

PARCEL G:

THAT PORTION OF LOTS 5 AND 6, BLOCK 26 OF SANDER'S SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON, LYING EASTERLY OF RAINIER AVENUE SOUTH.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 754830-1125

PARCEL H:

LOT 5, BLOCK 1 OF CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 182230-0025

EAST BLOCK PARCELS

PARCEL I:

LOTS 8 THROUGH 14, INCLUSIVE, BLOCK 5, CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED ALLEY ADJOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY ORDINANCE NO. 114505, RECORDED UNDER RECORDING NUMBER 8905241034.

APN: 182230-0180

PARCEL J:

BEGINNING 299.90 FEET SOUTH OF INTERSECTION OF 23RD AVENUE SOUTH AND MASSACHUSETTS STREET;
THENCE WEST 135.04 FEET;
THENCE SOUTHERLY 185.06 FEET TO NORTH LINE OF GRAND STREET;
THENCE EASTERLY ALONG GRAND STREET 109.92 FEET;
THENCE ON A CURVE TO THE LEFT A RADIUS OF 15 FEET A DISTANCE OF 18.59 FEET;
THENCE NORTHEASTERLY 35.27 FEET TO A POINT ON THE WEST LINE OF 23RD AVENUE SOUTH 44.09 FEET NORTH OF NORTH LINE OF GRAND STREET;
THENCE NORTHERLY ALONG WEST LINE OF 23RD AVENUE SOUTH TO POINT OF BEGINNING;

ALL IN SECTION 9, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

APN: 092404-9007

PARCEL K:

LOTS 6 AND 7, BLOCK 5, CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE(S) 41, RECORDS OF KING COUNTY, WASHINGTON;

LESS PORTION CONVEYED TO THE CITY OF SEATTLE BY DEED RECORDED UNDER RECORDING NO. 8902070880.

APN: 182230-0175

SOUTH BLOCK PARCELS

PARCEL L:

THE SOUTH HALF OF LOT 5 AND ALL OF LOT 6, BLOCK 14, JOS. C. KINNEAR'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 123, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE WEST 30 FEET OF SAID LOTS 5 AND 6.

APN: 388190-0550

PARCEL M:

THE NORTH 15 FEET OF LOT 1 AND ALL OF LOTS 2 AND 3, BLOCK 14, JOS. C. KINNEAR'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 123, RECORDS OF KING COUNTY, WASHINGTON; EXCEPT THAT PORTION OF LOTS 2 AND 3 AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 76454 FOR STREET PURPOSES, AS PROVIDED IN CITY OF SEATTLE ORDINANCE NO. 21630.

APN: 388190-0515

PARCEL N:

THE NORTH HALF OF LOT 5 AND THE WEST 30 FEET OF THE SOUTH HALF LOT 5 AND ALL OF LOT 4, BLOCK 14, JOS C. KINNEAR'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 123, RECORDS OF KING COUNTY, WASHINGTON.

APN: 388190-0540

PARCEL O:

THE WEST 30 FEET OF LOT 6, BLOCK 14, JOS. C. KINNEAR'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 123, RECORDS OF KING COUNTY, WASHINGTON.

APN: 388190-0560

EXHIBIT B-1

Depiction of Maintenance Areas

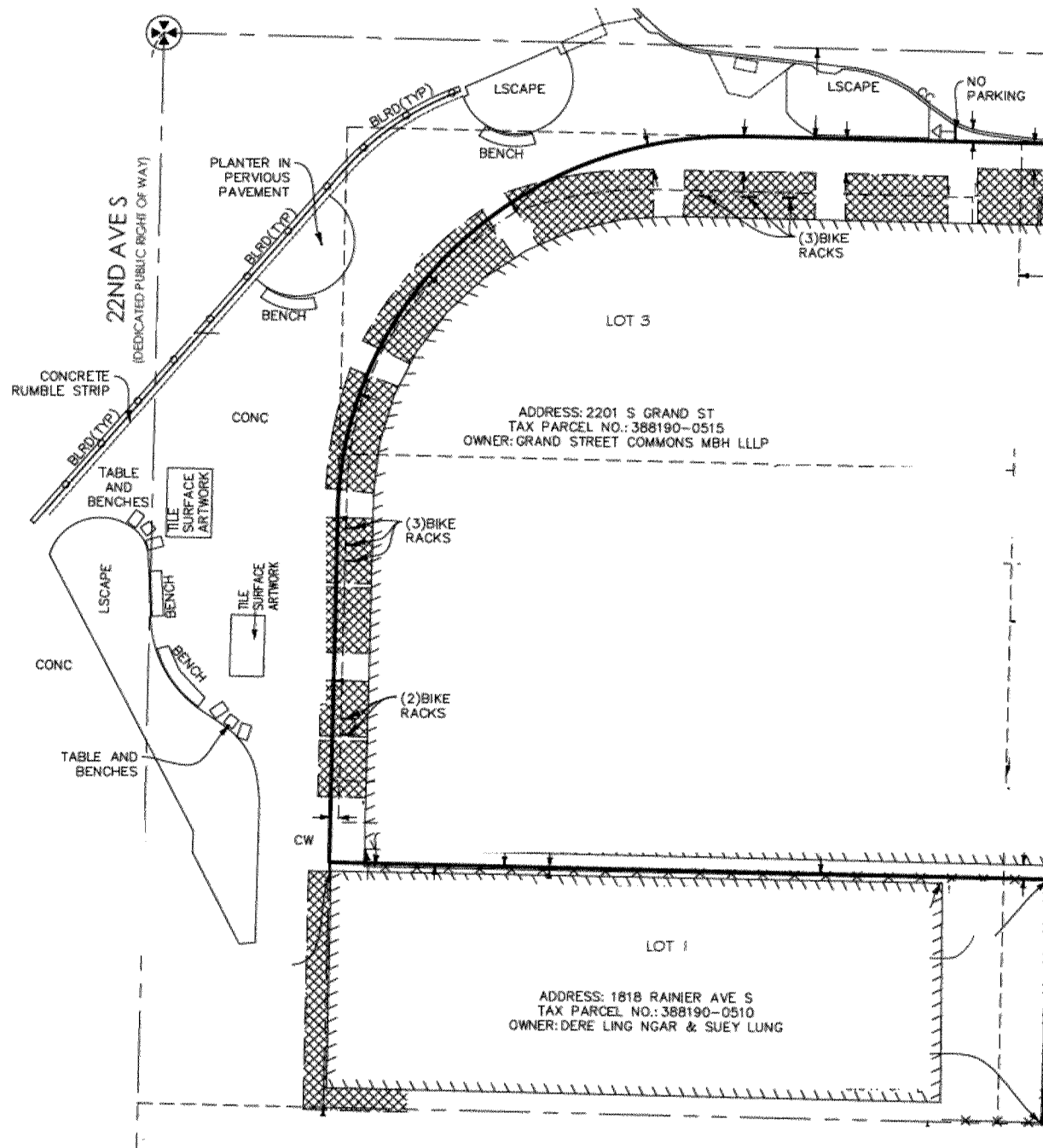


EXHIBIT B-2

Depiction of Maintenance Areas

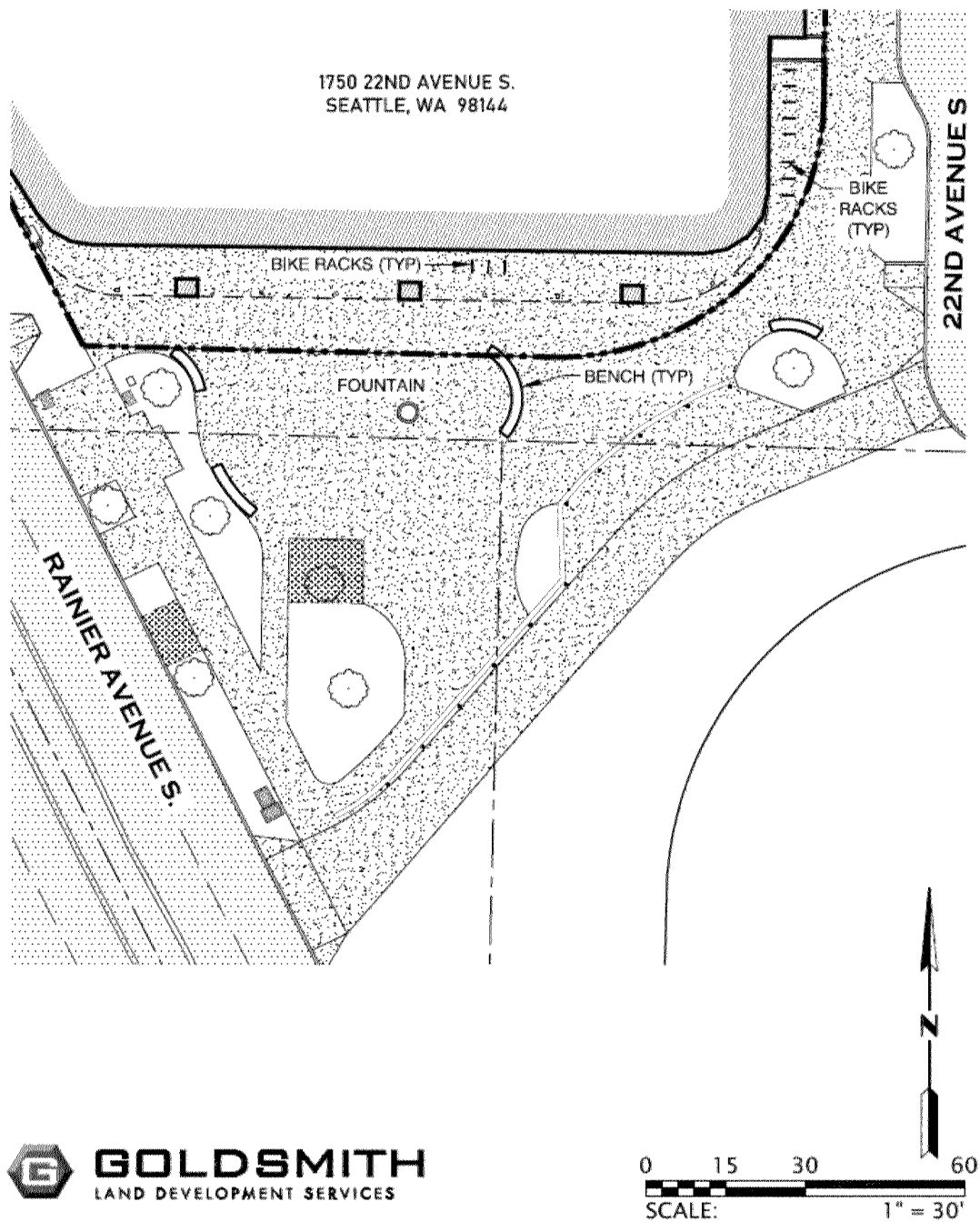


EXHIBIT C

Maintenance Agreement

Instrument Number: 20240919000340 Document:AG Rec: \$316.50 Page-1 of 14
Record Date:9/19/2024 12:01 PM
Electronically Recorded King County, WA

WHEN RECORDED, RETURN TO:

Cairncross & Hempelmann, P.S.
524 Second Ave., Suite 500
Seattle, Washington 98104
Attn: Matt Hanna

Document Title	Joint Maintenance Agreement for Grand Street Commons
Reference Numbers of Related Documents	N/A
Grantors	GRAND STREET COMMONS LLC, a Washington limited liability company GRAND STREET COMMONS MBH LLLP, a Washington limited liability limited partnership
Grantees	GRAND STREET COMMONS LLC, a Washington limited liability company GRAND STREET COMMONS MBH LLLP, a Washington limited liability limited partnership
Abbreviated Legal Description	LOTS 1-4, PTN LOTS 5-9 BLK 26 SANDERS SUPPL VOL. 1 PG 210, TGW LOTS 1-5 BLK 1 LOTS 6-14 BLK 5 CREEDMORE ADD VOL 11 PG 41 TGW PTN LOTS 1-6 BLK 14 KINNEAR'S ADD VOL 1 PG 123, TGW PTN NW 9-24-4; Full legal description attached hereto as <u>Exhibit A</u>
Tax Parcel Numbers	092404-9007-03; 182230-0005-03; 182230-0020-04; 182230-0025-09; 754830-1125-06; 182230-0175-07; 182230-0180-00; 388190-0515-07, 388190-0540-06, 388190-0550-03, 388190-0560-01; 754830-1095-02; 754830-1100-05; 754830-1115-08; 754830-1120-01; 754830-1150-04

MAINTENANCE AGREEMENT FOR GRAND STREET COMMONS

This MAINTENANCE AGREEMENT FOR GRAND STREET COMMONS (“**Agreement**”) is entered into on this 29th day of August, 2024, by and between GRAND STREET COMMONS LLC, a Washington limited liability company (“**GSC**”) and GRAND STREET COMMONS MBH LLLP, a Washington limited liability limited partnership (“**MBH**”). GSC and MBH are each referred to herein as a “**Party**” and together as the “**Parties**.”

RECITALS

A. The Parties each own separate portions of real property in King County, Washington, legally described in attached Exhibit A (“**Property**” or “**Grand Street Commons**”).

B. GSC owns the West Block and the East Block of the Property (“**GSC Property**”) and Owner owns the South Block of the Property (“**MBH Property**”) as respectively identified in Exhibit A.

C. GSC and MBH are parties to a certain Assignment and Right of Way Improvement Agreement (“**ROW Agreement**”) dated August 24, 2022, which assigns rights, obligations and responsibilities for certain Grand Street Commons improvements to the Parties.

D. Under Sections 2.7 and 3 of the ROW Agreement, the Parties agreed to divide responsibility for maintaining those improvements defined therein as the Separate Improvements and the Shared Improvements, as depicted in Exhibit B (the “**Improvements**”), by allocating sole responsibility for maintenance and operation costs for the Improvements north of the centerline of S. Grand Street to GSC, and by allocating sole responsibility for maintenance and operation costs for the Improvements south of the centerline of S. Grand Street to MBH.

E. The Parties anticipate that they will enter into a Property Use and Development Agreement (“**PUDA**”) with the City of Seattle. The Parties further anticipate that the PUDA will include maintenance requirements involving the Improvements (“**PUDA Maintenance**”) that will also divide maintenance responsibilities between the Parties along the centerline of S. Grand Street.

F. The Parties are entering into this Agreement as contemplated under Sections 2.7 and 3 of the ROW Agreement to (i) more specifically identify the maintenance to be performed, (ii) govern the rights and responsibilities regarding maintenance of the Improvements and (iii) outline a process for dividing maintenance costs under certain circumstances.

TERMS

The Parties hereby agree and declare as follows:

1. Recitals. The Recitals above are incorporated herein.

2. Maintenance of the Improvements. Unless otherwise provided under this Agreement, the Parties are solely responsible for the cost of operating and maintaining the Improvements on either side of the centerline of S. Grand Street as follows: GSC is responsible for the Improvements north of the centerline of S. Grand Street and MBH is responsible for the Improvements south of the centerline of S. Grand Street. Maintenance of the Improvements includes, but is not limited to, the maintenance items listed in Exhibit B.

3. Reimbursement of Maintenance Costs. Under certain circumstances, a Party may be obligated to undertake maintenance in an area of the Property that said Party is not responsible for maintaining. Such circumstances may include, but are not limited to, performing required PUDA Maintenance on behalf of a party in compliance with the PUDA, undertaking maintenance to areas of S. Grand Street that span the centerline where such maintenance cannot practically be performed independently, or otherwise performing emergency maintenance (“**Shared Maintenance**”). In the event that a Party performs Shared Maintenance, the Party undertaking the Shared Maintenance shall be reimbursed by the other Party for the reimbursing Party’s share of the Shared Maintenance costs on a quarterly basis as follows. The requesting Party shall provide Notice to the reimbursing Party containing a written reimbursement request, along with supporting invoices (“**Reimbursement Request**”). The reimbursing Party shall pay the requesting Party the amount stated in the Reimbursement Request within thirty (30) days of delivery of the Notice. If payment is not made in full by the due date, unpaid amounts shall bear interest from the due date at a rate of twelve (12) percent per annum or the highest rate then permitted by law, whichever is less.

4. Cooperation. The Parties agree to coordinate and work together in good faith when performing the Shared Maintenance and in so doing maintain the Improvements so as to keep them in good repair and condition, and in compliance with applicable law.

5. PUDA Maintenance. The Parties agree and intend that under the future PUDA, except for Shared Maintenance, costs associated with PUDA Maintenance performed north of the centerline of S. Grand Street shall be the sole responsibility of GSC and costs associated with PUDA Maintenance performed south of the centerline of S. Grand Street shall be the sole responsibility of MBH.

6. General Terms.

a. Notices. Notices delivered under this Agreement shall be delivered in any of the following means: (i) in person, (ii) sent to the applicable e-mail addresses included under the signature line of each Party to this Agreement, or (iii) delivered by mail. Notices which are delivered in person shall be effective when delivered. Notices which are sent by e-mail shall be effective on the date it is sent to the e-mail address provided below. Notices which are mailed shall be sent by certified mail, return receipt requested, and shall be deemed effective on the date of confirmed delivery whether or not a return receipt is signed or returned.

b. Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue of any suit arising out of or related to this Agreement will be exclusively in the state or federal courts in King County, Washington.

c. Binding Effect. This Agreement shall bind and inure to the benefit of the owners of the GSC Property and MBH Property and their respective successors, heirs, assigns, and personal representatives and all persons claiming by, through, or under the owners of the properties. The covenants and restrictions described herein run with the land and are appurtenant to and touch and concern the real property described herein.

d. Nonwaiver of Breach. The waiver by a Party of a breach of any provision of this Agreement by the other Party will not operate or be construed as a waiver of any subsequent breach by that Party.

e. Amendments. This Agreement may be changed, modified, or amended in whole

or in part only with written consent of the Parties. Any amendment shall take effect only upon recording in the official real property records of King County, Washington.

f. Attorney Fees. If either Party commences litigation against the other to require performance of any term herein or to redress any breach thereof, the substantially prevailing Party in such litigation shall be entitled to recover its costs and reasonable attorney fees, including on appeal.

g. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it shall be stricken from the Agreement, the remainder of this Agreement shall nonetheless remain in full force and effect.

h. Counterparts. This Agreement may be executed in one or more counterparts, all of which will constitute a single, integrated agreement.

i. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties as to the matters specifically dealt with herein, and supersedes any and all prior agreements, oral or otherwise, relating to said matters.

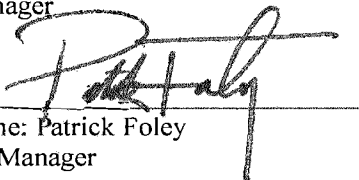
[Signatures and acknowledgments on following pages.]

GSC:

GRAND STREET COMMONS LLC,
a Washington limited liability company

By: Belshaw Partners LLC,
a Washington limited liability company
Its: Manager

By: Lake Union Partners Seattle, LLC,
a Washington limited liability company
Its: Manager

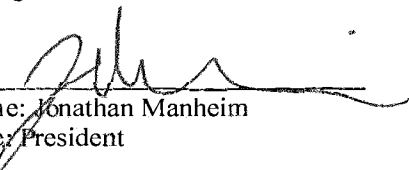
By: 
Name: Patrick Foley
Its: Manager

Mailing and e-mail address for Notice:

401 N. 36th Street, Suite 104
Seattle, WA 98103
pat@lakeunionpartners.com

By: HAL Belshaw LLC,
a Washington limited liability company
Its: Co-Manager

By: HAL Real Estate Inc.,
a Washington corporation,
Its: Manager

By: 
Name: Jonathan Manheim
Title: President

Mailing and e-mail address for Notice:

2025 First Avenue, Suite 700
Seattle, WA 98121
jmanheim@halrealestate.com

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

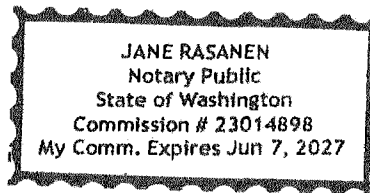
On this day personally appeared before me Patrick Foley, to me known to be the Manager of Lake Union Partners Seattle, LLC, a Washington limited liability company, the Manager of Belshaw Partners LLC, a Washington limited liability company, the Manager of Grand Street Commons LLC, a Washington limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that said person is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said limited liability company.

GIVEN under my hand and official seal this 29th day of August, 2024.




Shelby Hjort
NOTARY PUBLIC in and for the
State of Washington, residing
at Seattle 98103
My commission expires 04/20/2025.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)



On this day personally appeared before me Jonathan Manheim, to me known to be the President of HAL Real Estate Inc, a Washington corporation, the Manager of HAL Belshaw LLC, a Washington limited liability company, the Co-Manager of Grand Street Commons LLC, a Washington limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that said person is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said limited liability company.

GIVEN under my hand and official seal this 28 day of August, 2024



NOTARY PUBLIC in and for the
State of Washington, residing
at Seattle, WA
My commission expires June 7, 2027

MBH:

GRAND STREET COMMONS MBH LLLP,
a Washington limited liability limited partnership

By: Grand Street Commons GP MBH LLC,
a Washington limited liability company
Its: General Partner

By: Baker Housing Association,
a Washington nonprofit public benefit corporation
Its: Manager

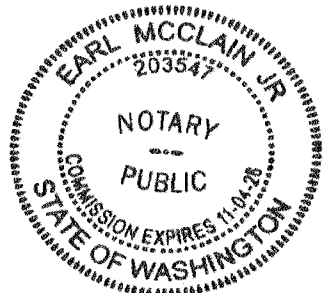
By: 
Name: David Tan
Its: Executive Director

Mailing and e-mail address for Notice:
2916 S McClellan St
Seattle WA 98144
Attn: David Tan, Alisha Dall'Osto
david@mtbakerhousing.org
alisha@mtbakerhousing.org

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me David Tan, to me known to be the Executive Director of Baker Housing Association, a Washington nonprofit public benefit corporation, the Manager of Grand Street Commons GP MBH LLC, a Washington limited liability company, the General Partner of Grand Street Commons MBH LLLP, a Washington limited liability limited partnership, the limited liability limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability limited partnership, for the uses and purposes therein mentioned, and on oath stated that said person is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said limited liability limited partnership.

GIVEN under my hand and official seal this 25th day of June, 2024.





NOTARY PUBLIC in and for the
State of Washington, residing
at Issaquah, Wa
My commission expires 11-4-26

EXHIBIT A

Real Property Legal Description

WEST BLOCK PARCELS

PARCEL A:

LOTS 1 AND 2, BLOCK 26 OF SANDER'S SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 754830-1095; 754830-1100

PARCEL B:

LOTS 1 AND 2, BLOCK 1 OF CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 182230-0005

PARCEL C:

LOT 3, AND THAT PORTION OF LOT 8 LYING EAST OF RAINIER AVENUE, BLOCK 26, SANDERS SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH LOT 3, BLOCK 1, CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON.

APN: 754830-1115

PARCEL D:

LOT 4 AND THAT PORTION OF LOT 7, LYING EAST OF RAINIER AVENUE, BLOCK 26, SANDERS SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON.

APN: 754830-1120

PARCEL E:

LOT 9, BLOCK 26, SANDERS SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 29945 FOR RAINIER AVENUE AS PROVIDED BY ORDINANCE NUMBER 6047 OF THE CITY OF SEATTLE.

APN: 754830-1150

PARCEL F:

LOT 4, BLOCK 1, CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE(S) 41, RECORDS OF KING COUNTY, WASHINGTON.

APN: 182230-0020

PARCEL G:

THAT PORTION OF LOTS 5 AND 6, BLOCK 26 OF SANDER'S SUPPLEMENTAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON, LYING EASTERLY OF RAINIER AVENUE SOUTH.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 754830-1125

PARCEL H:

LOT 5, BLOCK 1 OF CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 182230-0025

EAST BLOCK PARCELS

PARCEL I:

LOTS 8 THROUGH 14, INCLUSIVE, BLOCK 5, CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED ALLEY ADJOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY ORDINANCE NO. 114505, RECORDED UNDER RECORDING NUMBER 8905241034.

APN: 182230-0180

PARCEL J:

BEGINNING 299.90 FEET SOUTH OF INTERSECTION OF 23RD AVENUE SOUTH AND MASSACHUSETTS STREET;
THENCE WEST 135.04 FEET;
THENCE SOUTHERLY 185.06 FEET TO NORTH LINE OF GRAND STREET;
THENCE EASTERLY ALONG GRAND STREET 109.92 FEET;
THENCE ON A CURVE TO THE LEFT A RADIUS OF 15 FEET A DISTANCE OF 18.59 FEET;
THENCE NORTHEASTERLY 35.27 FEET TO A POINT ON THE WEST LINE OF 23RD AVENUE SOUTH 44.09 FEET NORTH OF NORTH LINE OF GRAND STREET;
THENCE NORTHERLY ALONG WEST LINE OF 23RD AVENUE SOUTH TO POINT OF BEGINNING;

ALL IN SECTION 9, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

APN: 092404-9007

PARCEL K:

LOTS 6 AND 7, BLOCK 5, CREEDMOOR ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE(S) 41, RECORDS OF KING COUNTY, WASHINGTON;

LESS PORTION CONVEYED TO THE CITY OF SEATTLE BY DEED RECORDED UNDER RECORDING NO. 8902070880.

APN: 182230-0175

SOUTH BLOCK PARCELS

PARCEL L:

THE SOUTH HALF OF LOT 5 AND ALL OF LOT 6, BLOCK 14, JOS. C. KINNEAR'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 123, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE WEST 30 FEET OF SAID LOTS 5 AND 6.

APN: 388190-0550

PARCEL M:

THE NORTH 15 FEET OF LOT 1 AND ALL OF LOTS 2 AND 3, BLOCK 14, JOS. C. KINNEAR'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 123, RECORDS OF KING COUNTY, WASHINGTON; EXCEPT THAT PORTION OF LOTS 2 AND 3 AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 76454 FOR STREET PURPOSES, AS PROVIDED IN CITY OF SEATTLE ORDINANCE NO. 21630.

APN: 388190-0515

PARCEL N:

THE NORTH HALF OF LOT 5 AND THE WEST 30 FEET OF THE SOUTH HALF LOT 5 AND ALL OF LOT 4, BLOCK 14, JOS C. KINNEAR'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 123, RECORDS OF KING COUNTY, WASHINGTON.

APN: 388190-0540

PARCEL O:

THE WEST 30 FEET OF LOT 6, BLOCK 14, JOS. C. KINNEAR'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 123, RECORDS OF KING COUNTY, WASHINGTON.

APN: 388190-0560

EXHIBIT B

Depiction of Maintenance Areas

Depictions are included in non-recorded version.

EXHIBIT C

Maintenance Responsibilities

NORTH OF GRAND STREET

- Landscaping
- Hardscape Pressure Washing (including benches)
- Irrigation Maintenance & Winterization
- Electrical Lighting Maintenance (wiring & bulbs including specialty garlic globe lights)
- Snow removal
- Ice Mitigation and/or Anti-Slip Measures
- Art Tile Cleaning, Sealing, and Repair
- Weekly trash removal
- Wayfinding Signage Maintenance and Repair
- Plaza Power Bollard and GFCI Outlet Maintenance and Repair
- Fountain Maintenance
- Bus Shelter Maintenance
- Under Fountain Storm Sewer Maintenance

SOUTH OF GRAND STREET

- Landscaping
- Hardscape Pressure Washing (including benches)
- Irrigation Maintenance & Winterization
- Electrical Lighting Maintenance (wiring & bulbs including specialty garlic globe lights)
- Snow removal
- Ice Mitigation and/or Anti-Slip Measures
- Art Tile Cleaning, Sealing, and Repair
- Weekly trash removal
- Wayfinding Signage Maintenance and Repair

EXHIBIT D

Anti-Displacement Plan

(copy on file with City of Seattle Office of Housing)