

When Recorded, Return to:
McCullough Hill Leary, P.S.
Attn: Jessie Clawson
701 5th Avenue, Suite 6600
Seattle, WA 98104

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor:	North Block Spring Street Development LLC
<input type="checkbox"/> Additional on page _____	
Grantee:	City of Seattle
<input type="checkbox"/> Additional on page _____	
Legal Description (abbreviated):	LOTS 1, 4, 5, 6, 7 AND 8, BLOCK 52, A.A. DENNY'S EXTENSION TO TERRY'S 1ST ADD. VOL. 1, PG 86.
<input checked="" type="checkbox"/> Additional on:	<u>Exhibit A</u>
Assessor's Tax Parcel ID #:	1979200070, 1979200080, 1979200065, 1979200046, 1979200045
Reference Nos. of Documents Released or Assigned:	N/A

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is executed this date in favor of the City of Seattle, a municipal corporation (“City”), by North Block Spring Street Development LLC, a Delaware limited liability company (“Owner”).

WHEREAS, on March 6, 2018, the Sustainability and Transportation Committee of the Seattle City Council held a public hearing on the vacation petition; and

WHEREAS, on March 26, 2018, the Seattle City Council granted preliminary approval of the vacation petition, subject to conditions; and

WHEREAS, Owner completed development activity authorized under the alley vacation approval before March 26, 2023;

WHEREAS, Owner is the current owner of the building and associated improvements (the “Property”) existing on the land legally described on Exhibit A attached hereto (the “Land”); and

WHEREAS, Owner is executing this Property Use and Development Agreement (the “Agreement” or “PUDA”) to ensure compliance with any on-going conditions of the vacation approval subsequent to passage of the vacation ordinance; and

NOW, THEREFORE, Owner covenants, bargains, and agrees on behalf of themselves, their successors, and assigns as follows:

Section 1. The conditions passed by the City Council on March 26, 2018 specified the following conditions of approval:

- 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. The project must be substantially in conformity with the proposal reviewed by the City Council.
- 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 the Seattle Department of Transportation through s Street Improvement Permit.
- C. A Property Use and Development Agreement, public access easement, or other binding mechanism shall be required to outline the design, use, maintenance, programming, and other obligations related to the private alley or woonerf proposed. Such agreement between Town Hall and North Block shall be completed prior to the issuance of the Certificate of

Occupancy for the North Block. The agreement relating to the private alley and access to the site is in addition to obligations related to public benefit features and shall also include the following provisions:

- The total width varies from 16 feet to 20 feet.
 - Two-way vehicle traffic is accommodated, though the alley way will be signed as a south-bound one-way facility for vehicle traffic.
 - A 5-foot wide elevated pedestrian sidewalk is located on the west side of the south half of the alley way, to facilitate pedestrian access up the existing slope of the site.
 - Signage is provided at the Seneca Street entrance to the alley way indicating its vehicular use for loading/drop-off only.
 - Signage is provided at the Spring Street entrance to the alley indicating no entry for vehicles.
 - Special paving is provided in accordance with the Petitioner's proposal to the Design Commission.
 - Bollards are installed along the Town Hall frontage of the alley way to protect pedestrian access to the west entrances of Town Hall.
 - Pedestrian lighting is provided.
- D. The utility issues shall be resolved to the full satisfaction of the affected utility prior to the approval of the final vacation ordinance. Prior to the commencement of any development activity on the site, the Petitioner shall work with the affected utilities and provide for the protection of 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. Utilities impacted may include:
- Enwave;
 - Qwest/Century Link/Lumen; and
 - Seattle City Light.
- E. It is expected that development activity will commence within approximately 18 months of this approval and that development activity will be completed within 5 years. In order to ensure timely compliance with the conditions imposed by the City Council the Petitioner shall provide the Seattle Department of Transportation with Quarterly Reports, following Council approval of the vacation, providing an update on the development activity, schedule, and progress on meeting the conditions. The Petitioner shall not request or be issued a Final Certificate of Occupancy (C of O) for the project until SDOT has determined that all conditions have been satisfied and all fees have been paid as applicable.

- 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 various City codes and through regulatory review processes including SEPA.
- G. 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 these vacation public benefit features. 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. Signage clearly identifying public access and allowed free speech activities is 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 space, if any, on the site. Any violation of these conditions will be enforced through Chapter 15.90 of the Seattle Municipal Code.
- H. The Petitioner shall develop and maintain the public benefit elements as defined by the City Council. A Property Use and Development (PUDA) or other binding mechanism shall be required to ensure that the public benefit elements remain open and accessible to the public and shall establish the hours of public access for the various public benefit spaces, with temporary closures permitted for reasons such as maintenance, safety, or private functions and to outline future maintenance obligations of the improvements. Signage clearly identifying public access is 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.

The public benefit requirements include the following features as well as corresponding development standards, including approximate square footage dimensions, which shall be outlined in the PUDA:

Public Benefit	Description	Approximate Value	Code Req'd?
1. Public Plaza	<i>5,500 SF Public Plaza Open Space, includes: 2,500 SF special paving 1,105 SF terraced planting 2 existing trees preserved 3 new trees</i>	\$4,800,000	No

	<i>845 SF seating lawn 25 LF wood benches 200 SF wood platform Lighting-tree lights, pedestrian poles, bollard lights, bench lights, handrail lights</i>		
2. Town Hall Improvements	<i>Contribution for 3,000 SF of sidewalk improvements along Seneca Street + 8th Avenue 1,140 SF of new landscaping at south side of site 3,000 SF of Woonerf, includes special paving and bollards</i>	\$50,000 \$97,000 \$204,000	No
3. ROW Improvements	<i>Hubbell Place: 30 LF of underlit seating and pedestrian lights Seneca Street: 100 SF of special paving + 6 bike racks Spring Street: 145 SF of planting + 217 SF of special paving + 15 LF of underlit seating + 5 bike racks + pedestrian lights</i>	\$135,000	No
4. Freeway Park Connection	<i>Design contribution to intersection improvements Accessible curb ramp at northwest corner of Seneca and Hubbell</i>	\$25,000 \$10,000	No

- I. The replacement of any of the Public Benefits shall be of similar quality in design and materials as the original. Significant changes to the streetscape or the required Public Benefits shall require prior approval by the Seattle Department of Transportation. Modified features shall maintain a substantially similar quality and character to the existing required design features.

Section 2. The development project currently on-site, as implemented by Master Use Permit number 3023101-LU, as amended, and building permits 6578497-PH and 6603266-CN, has constructed the “Public Benefits” outlined in Section 1 in the following manner, and as depicted in Exhibit B. The following Public Benefits, as constructed, are acceptable to the City:

- A. The entrance of the alley from Seneca Street is 16 feet wide. The alley widens to 20 feet until mid-block where it constricts back to 16 feet between the two towers and exits onto Spring Street.
- B. Pedestrian sidewalks were constructed on both the West and East sides of the Southern portion of the alley between the two towers. The West sidewalk is 5 feet wide and 106 feet long. The East sidewalk is 5 feet 6 inches wide and 117 feet long.
- C. The Southern portion of the alley is finished with stamped concrete (1,760 SF of area). The Northern portion of the alley adjacent to Town Hall is finished with special sand set pavers (3,070 SF of area). On the pedestrian sidewalks flanking both sides of the Southern portion of the alley there is a combined 1,420 SF of special sand set paving. In the plaza there are 2,450 SF of sand set pavers. In total this accounts for a combined 6,940 SF of special paving.
- D. 26 bollards with integrated lighting were installed in the alley by Town Hall.
- E. Total plaza size is 5,477 SF.
- F. Two existing trees were preserved, and three new trees were planted within the public plaza.
- G. 1,111 SF of terraced planting was installed along Hubbell, Seneca, and in the Southeast corner of the public plaza.
- H. A seating lawn of 845 SF is provided in the public plaza.
- I. Three wood benches, accounting for 28 LF, are provided in the public plaza.
- J. A 125 SF wood platform was installed. One of the two wood platforms (along Seneca St) was removed over concerns the footings would impact the health of an existing tree within the public plaza. Instead of the platform, 35 SF of wood seating was provided adjacent to the original platform location.
- K. The following lights were installed in the public plaza:
 - a. Pedestrian Light Post (4)
 - b. Illuminated Handrail (35 LF)
 - c. Submersible LED (20 LF)
 - d. Recessed Floor Wash Light (6)
 - e. LED Underlit Benches (28 LF)
 - f. LED Strip Lighting (44 LF)
 - g. Lit Bollards (5)
 - h. Tree Lights (8)
- L. The following lights were installed in the right of way along Spring Street:
 - a. Light Pole (4)
 - b. LED Underlit Benches (16 LF)
- M. The following lights were installed in the right of way along 8th Street:
 - a. Light Pole (3)
 - b. LED Underlit Benches (16 LF)
- N. The following lights were installed in the right of way along Hubbell Place:
 - a. Light Pole (2)
 - b. LED Underlit Benches (32 LF)
- O. One Light Pole was installed in the right of way along Seneca Street.

- P. Two post mounted signs located in the alley at the Seneca Street entrance indicating southbound one-way vehicular access.
- Q. Two signs located in the alley mounted on bollards indicating southbound vehicular traffic only.
- R. Three 8 ½" x 11" signs located in the Northwest, Southwest, and South corners of the public plaza identifying public access and allowed free speech activities.
- S. One sign mounted to planter wall in the alley indicating loading and unloading only
- T. Two post mounted signs located in the alley at the Spring Street entrance indicating no entry and southbound one way vehicular access only.
- U. Provided \$65,000 financial contribution to Town Hall for sidewalk construction and \$8,838.75 to Town Hall for shoring. Total town hall sidewalk SF along 8th and Seneca Street is 3,470 SF and construction of the new sidewalk was completed by Town Hall's contractor in 2019.
- V. 1,105 SF of landscaping was provided along the South elevation of Town Hall. Landscaping elements are 120 feet long running East-West.
- W. Four wood benches with built in lighting, accounting for 30 LF, are provided in the right of way along Hubbell Place.
- X. Six bike racks were installed in the right of way to the West of the alley entrance along Seneca Street.
- Y. 260 SF of special paving was installed at the entrance to the alley in the sidewalk along Seneca Street.
- Z. The following was provided in the right of way along Spring Street:
 - a. 205 SF of planting
 - b. 494 SF of special paving on the East side of the alley exit
 - c. 543 SF of special paving on the West side of the alley exit
 - d. Two wood benches with integrated lighting accounting for 16 LF of seating
 - e. 12 bike racks
- AA. Project wide, six trees were preserved, one replaced due to health concerns, and 22 new trees were planted.
- BB. Traffic signal and illumination plan (SDCI #3023101 & SDOT Project #334353) was provided for striping, ramping, and signalization at the intersection of Hubbell Place and Seneca Street. Accommodated revised signalization power requirements during construction at the request of Seattle City Light and Seattle Department of Transportation.
- CC. New pedestrian striping across Seneca Street and Hubbell (three crossings in total) were provided.
- DD. Three ADA ramps were provided at the intersection of Hubbell Place and Seneca Street.
- EE. Pedestrian signalization was provided at the northern two corners of the intersection of Hubbell Place and Seneca Street.
- FF. The following improvements were not able to be completed at the intersection of Hubbell Place and Seneca Street since the area in question is controlled by WSDOT and therefore not governed by SDOT issued SIP:

- a. Two ADA ramps at the southern portion of the intersection of Hubbell Place and Seneca Street.
 - b. Pedestrian signalization at the southern two corners of the intersection of Hubbell Place and Seneca Street.
- GG. In lieu of ADA ramps and pedestrian signalization at the intersection of Hubbell Place and Seneca Street the following enhancements were provided in the right of way in coordination with the Madison BRT project:
- a. At the corner of 8th Ave and Spring Street
 - i. Restoration of two ADA ramps
 - ii. Added curb and asphalt grading at corner due to ramp installation
 - iii. Three handholes
 - iv. Five conduit runs stubbed into street and capped
 - v. Foundation block outs for future traffic signal, pedestrian pedestal, and pedestrian push button
 - b. At the corner of Hubbell Place and Spring Street
 - i. Three handholes
 - ii. Four conduit runs stubbed into street and capped
 - iii. Foundation block outs for two pedestrian push buttons

Section 3. A Memorandum of Understanding (“MOU”) between Town Hall and the Petitioner is attached to this PUDA as Exhibit C. The MOU is intended to be a living document and amended or modified with the assent of the parties to the MOU to ensure the parties work together regarding the operation of the public benefit plaza. A permanent access easement has also been executed between Petitioner and Town Hall and has been recorded (see King County Records No. 20221206000619).

Section 4. Owner shall have the reasonable right to temporarily close, obstruct, limit access, or establish temporary hours of public access to the Public Benefits areas for: (1) construction, provided that any removed or permanently closed areas shall be replaced by Owner to the satisfaction of the City before the area is removed or permanently closed; (2) maintenance and repair; (3) temporary use for private functions by Owner, tenants or other occupants of the Property and users of Town Hall; (4) the maintenance of or security for the development or persons using the development; (5) other circumstances beyond Owner’s control; or (6) as Owner reasonably deems necessary to comply with any applicable law, regulation or order.

Section 5. Owner may adopt reasonable rules and regulations regarding the use of and access to the Public Benefits. The rules and regulations shall be consistent with this Agreement. A summary of the current rules and regulations, if rules are adopted, shall be posted in several visible locations.

Section 6. Free speech activities such as passing out of leaflets or brochures, signature gathering, and individuals holding signs, all without physically obstructing access to the Property or to other adjacent amenity features, and without unreasonably interfering with the use and enjoyment of the Property, shall be allowed within the Public Benefit areas described in

this Agreement. Nothing herein allows the posting of signs, painting, graffiti or pasting signs or handbills onto any improvements on the Property. Owner may remove and dispose of any signs or other property left on the Property. While lawfully engaged in allowed activities that do not interfere with use and enjoyment of the Property by others, members of the public may not be asked to leave because of their involvement with the allowed activities. Any violation of this Section may be enforced through Chapter 23.90 of the Seattle Municipal Code. Signage to this effect, as required by the City Council's conditional approval, is posted on the Property.

Section 7. This Agreement may be amended or modified by agreement between Owner and the City; provided any such amendment, per Council rules, 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 8. Owner reserves the right to use the Public Benefits areas for any purpose which does not interfere with the public's use rights established hereunder, including but not limited to the right to use the areas as described in this Agreement for Owner's purposes (including the right to use the areas by Owner's tenants, subtenants and other occupants), and the right to grant easements, provided the easements are consistent with the public's use rights established hereunder.

Section 9. Nothing in this Agreement shall constitute a public dedication of any portion of the Property or the Land or impose any restriction on any part of the Property or the Land other than the areas designated for the Public Benefits.

Section 10. The legal description of the Land on which the Property is located is set forth in Exhibit A to this Agreement, which is incorporated into 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 11. This PUDA 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 PUDA.

Section 12. If any covenant, condition, or restriction in this instrument or any portion is invalidated or voided, the invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

Section 13. Upon the effective date of the vacation ordinance, Owner 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. Owner shall provide evidence of insurance to the City Risk Manager at the City's reasonable request.

Section 14. Owner covenants and agrees 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 its 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 15. This Agreement shall be binding on Owner's successors and assigns. Owner and each future owner of the Property shall be bound to this Agreement only during the period of its ownership.

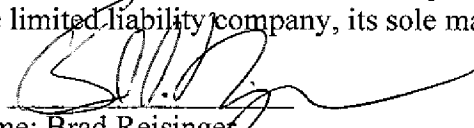
[Remainder of page intentionally left blank – Signature page follows]

DATED this 7 day of March, 2024.

NORTH BLOCK SPRING STREET DEVELOPMENT LLC,
a Delaware limited liability company

By: Lennar Multifamily BTC Venture GP Subsidiary, LLC,
a Delaware limited liability company, its manager

By: Lennar Multifamily BTC Venture Manager, LLC,
a Delaware limited liability company, its sole manager

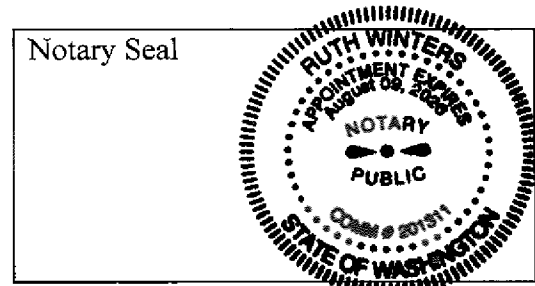
By: 
Name: Brad Reisinger
Title: Vice President

[Notary acknowledgement on attached page]

STATE OF WASHINGTON)
)SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Brad Reisinger is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President of North Block Spring Street Development, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 7, 2024.



[Handwritten Signature]
(Signature of Notary)

Ruth Winters
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: August 09, 2026

EXHIBIT A

Legal Description of the Property

LOTS 1, 4, 5, 6, 7 AND 8, BLOCK 52, A. A. DENNY'S PLAT OF AN
EXTENSION TO TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE,
ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS,
PAGE 86, IN KING COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS CONDEMNED FOR PRIMARY STATE HIGHWAY NO. 1
IN KING COUNTY SUPERIOR COURT CAUSE NO. 576017.

EXHIBIT B

Site Depiction of Public Benefit Areas

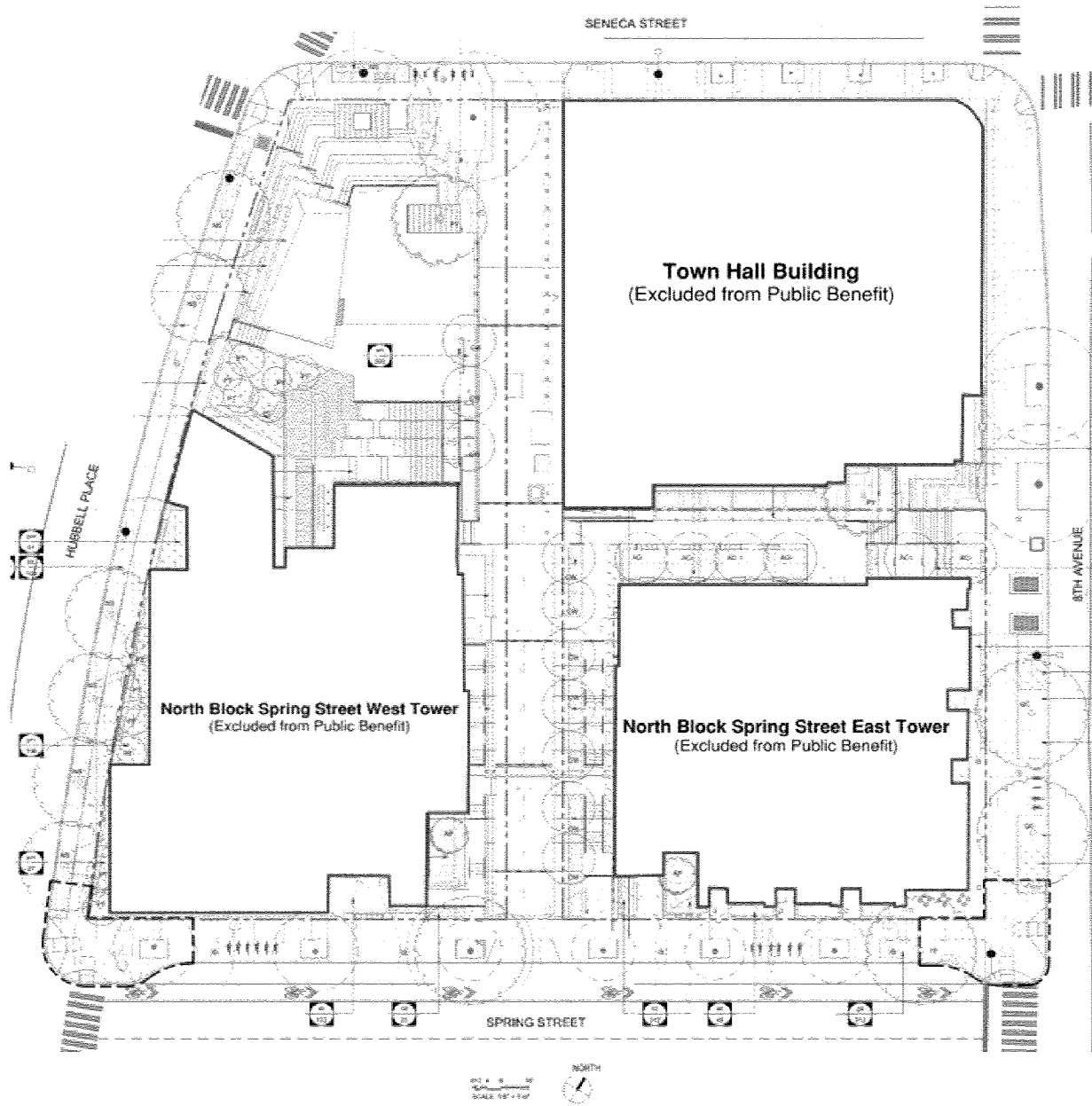


EXHIBIT C
MOU BETWEEN TOWN HALL AND PETITIONER

December 5, 2022

Mr. Wier Harman
Town Hall Association
1119 8th Ave
Seattle, WA 98101-2738

RE: Memorandum of Understanding – Operational Issues

Mr. Harman:

It has been a pleasure working with you and the Town Hall Association (“THA”) throughout the course of this project.

The intent of this Memorandum of Understanding (“MOU”) is to provide a broad outline of what each of our parties can expect as we collaborate to make the block a bright and vibrant part of the city.

1. **Permanent Access Agreement.** The PAA terms of agreement the entitlement phase but has yet to be executed. In general, it provides for the permanent access of the Town Hall building for purposes including but not limited to event loading and access for those requiring use of the elevator. The agreed form of the easement is attached. Ovation will provide a final legal description prior to recording.
2. **Use of the Plaza.** Per the terms of the Alley Vacation Ordinance, the Plaza is a “Free Speech Zone”, meaning that free speech that doesn’t impinge on the quiet use and enjoyment of others is protected and allowed at all times. The plaza is also designed and intended to be used by the neighborhood for passive and active events. Neighborhood groups may work with the Ovation property management group to organize events like farmers markets, book fairs, social gatherings, music events. Town Hall is welcome and encouraged to program events in the plaza. The management group’s principal function will be to try to minimize calendar conflicts among different functions and provide access (such as unlocking/removing bollards). It will not provide event coordination functions such as outdoor furniture rentals, staging or other logistics services. Events may be subject to a form agreement specifying the activity, duration, safety and insurance requirements as applicable.
3. **Joint Marketing.** Both parties intend to collaborate on signage facilitating Town Hall events and various Ovation resident functions. Town Hall and Ovation marketing personnel will be encouraged to work directly together to identify opportunities.

After six years, we’re finally getting to the good part. Looking forward to working with you all on this.

Sincerely,



Dan Shieder, Vice President



PERMANENT ACCESS EASEMENT AGREEMENT

When Recorded, Return to:

Stoel Rives LLP

600 University St, Suite 3600

Seattle, WA 98101

Attn: John S. Santa Lucia, Esq.

PERMANENT ACCESS EASEMENT AGREEMENT

Grantor: NORTH BLOCK SPRING STREET DEVELOPMENT LLC, a Washington limited liability company

Grantee: TOWN HALL ASSOCIATION, a Washington non-profit corporation

Legal Description of Grantor Property:

LOTS 1, 4, 5, 6, 7 AND 8, BLOCK 52, A.A. DENNY'S EXTENSION TO TERRY'S 1ST ADD. VOL. 1, PG 86.

Official Legal Description on Exhibit A.

Legal Description of Grantee Property:

LOTS 2 AND 3, BLOCK 52, A.A. DENNY'S EXTENSION TO TERRY'S 1ST ADD. VOL. 1, PG 86.

Official Legal Description on Exhibit B.

Assessor's Tax Parcel Account Number(s):

Grantor Property: 197920-0070; 197920-0080; 197920-0065; 197920-0046;
197920-0045

Grantee Property: 197920-0050

Reference Numbers of Documents Assigned or Released (if applicable): N/A

PERMANENT ACCESS EASEMENT AGREEMENT

THIS PERMANENT ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made as of the 5th day of December, 2022 (the “**Effective Date**”), by and between NORTH BLOCK SPRING STREET DEVELOPMENT LLC, a Washington limited liability company (hereinafter “**Grantor**”) and TOWN HALL ASSOCIATION, a Washington non-profit corporation (hereinafter “**Grantee**”).

RECITALS:

WHEREAS, Grantee is the owner of the real property generally located at 1119 8th Avenue, Seattle, Washington, more particularly described on Exhibit A attached hereto (collectively, the “**Grantee Property**”) and the building located thereon (the “**Town Hall Building**”); and

WHEREAS, Grantor is the owner of the real property adjacent to the Grantee Property within the city block bounded by 8th Avenue, Spring Street, Hubbell Place and Seneca Street, Seattle, Washington, more particularly described on Exhibit B attached hereto (the “**Grantor Property**”); and

WHEREAS, Grantor agrees to grant to Grantee a permanent access easement over portions of the Grantor Property subject to the terms and provisions hereinafter contained.

NOW, THEREFORE, for non-monetary consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Access Easement. Grantor hereby grants to Grantee and Grantee’s employees, licensees, invitees, patrons, agents, contractors, subcontractors and workmen (collectively, the “**Grantee Parties**”), in favor of the Grantee Property, a non-exclusive, permanent access easement (the “**Easement**”) over the portion of the Grantor Property described on Exhibit C hereto and generally depicted on Exhibit D hereto (the “**Easement Area**”), for use by the Grantee Parties for purposes of equipment loading and unloading, patron drop-off and pick-up (limited primarily to mobility-impaired patrons as more specifically set forth herein), emergency egress, ingress and egress for provision of standard building services (such as trash pick-up), maintenance of improvements located on the Grantee Property, and the installation and maintenance of utilities servicing the Grantee Property (collectively, “**Permitted Uses**”), all subject to the rules and regulations set forth on Exhibit E hereto (which rules and regulations shall be subject to change by written agreement of Owner from time to time without necessity of modifying this Agreement) (the “**Rules and Regulations**”), which Rules and Regulations are intended to minimize both (a) vehicular access through the Easement Area for purposes other than the Permitted Uses, and (b) extended blockage of the Easement Area by vehicles using the Easement Area for the Permitted Uses. While the Permitted Uses shall include drop-off and pick-up of patrons other than those that are mobility-impaired, Grantee shall be obligated to take

reasonable measures to minimize use of the Easement Area by such other patrons, including, without limitation, the inclusion of appropriate language in all invitations and other materials disseminated or otherwise made available to Grantee Parties in connection with events scheduled at the Town Hall Building, in whatever format (i.e., printed, on websites, electronically transmitted, etc.) identifying access locations on the north and/or west sides of the Town Hall Building (i.e., the sides of the building facing Seneca Street and/or 8th Avenue) as the designated drop-off and pick-up locations for all patrons other than those that are mobility-impaired.

2. Maintenance of Easement Area; Grantor's Use of Easement Area. Grantor shall be obligated, at its sole cost and expense, to maintain the Easement Area in good condition and repair, ordinary wear and tear excepted, for its intended use by Grantor and use by the Grantee Parties as permitted by this Agreement; provided, however, that Grantee shall be solely responsible for prompt repair of the Easement Area in the event and to the extent of any damage thereto created or caused by the exercise of the Easement rights herein by any Grantee Party. Except for the installation, maintenance, restoration, repair and replacement of the improvements located on the Easement Area as of the Effective Date, Grantor shall not construct any improvements on the surface of the Easement Area that will materially impair the use of the Easement Area by the Grantee Parties for the Permitted Uses. In connection with any work that Grantor desires or is required to perform within the Easement Area, Grantor shall be obligated to endeavor in good faith to coordinate with Grantee (including provision of reasonably sufficient notice whenever practicable) with the goal of minimizing materially negative impact on use of the Easement Area by the Grantee Parties for the Permitted Uses (including, without limitation, minimizing impact on Owner's loading requirements for the Town Hall Building within the Easement Area as set forth in Exhibit F hereto). While use of the Easement Area by Grantor and its employees, licensees, invitees, patrons, agents, contractors, subcontractors and workmen (collectively, the "**Grantor Parties**") shall not otherwise be restricted except as expressly set forth herein, Grantor shall be obligated to take reasonable measures to minimize use of the Easement Area by Grantor Parties in a manner that materially impairs use of the Easement Area by the Grantee Parties for the Permitted Uses.

3. Consent of Mortgagees. Grantor hereby represents and warrants that it has obtained any required consent to the granting of the Easement from any mortgagee or other person which has an encumbrance registered against the Grantor Property, if any.

4. Insurance. Grantee covenants that for howsoever long this Agreement remains an encumbrance on the Grantor Property, Grantee shall obtain and maintain commercial general liability insurance naming Grantor as an additional insured, with such insurance providing a minimum coverage for claims of not less than \$2,000,000 per occurrence and \$5,000,000 general aggregate for bodily or personal injuries and/or property damage during the first ten (10) years of this Agreement, with such minimum coverage amounts to be increased on each tenth (10th) anniversary hereof by an amount not less than ten percent (10%). The commercial general liability insurance policy required of Grantee hereunder is intended to cover claims arising out of Grantee's agents', its general contractor's or its/their subcontractors' (and their respective agents', contractors', employees', licensees', lessees' and subcontractors') use of the Grantor Property under this

Agreement and shall be issued by reputable insurance companies authorized to do business in the State of Washington with A.M. Best ratings of at least A- VIII. Such commercial general liability insurance policy shall be issued as a primary and noncontributory policy only with respect to claims arising out of or related to the insured's and its agents', contractors', employees', licensees', lessees', or subcontractors' use of the Grantor Property under this Agreement. Grantee covenants to provide Grantor with a certificate of insurance confirming the existence of such coverage as of the date hereof, as of each tenth (10th) anniversary hereof, and from time to time in connection with any renewals or replacements of any such insurance policies maintained by Grantee.

5. Indemnity. Grantee shall defend, indemnify and hold harmless Grantor, its successors and assigns, and each of their respective employees, agents, representatives, contractors, licensees and invitees (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees) caused by (a) Grantee's breach of this Agreement, (b) the exercise of the Easement or other rights hereunder by any of the Grantee Parties or (c) negligence, willful misconduct or fraud on the part of any of the Grantee Parties; provided, however, the Indemnified Parties shall not be indemnified to the extent that any such claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs are suffered or incurred by the Indemnified Parties as a result of the gross negligence or willful misconduct of the Indemnified Parties. If and to the extent that this Agreement is subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of the Indemnified Parties and the Grantee Parties, Grantee's obligations of indemnity under this Section shall be effective only to the extent of the negligence of the Grantee Parties and in no event shall the Indemnified Parties be indemnified against the sole negligence of the Indemnified Parties or their agents. **SOLELY FOR THE PURPOSE OF EFFECTUATING THE INDEMNIFICATION OBLIGATIONS HEREUNDER, AND NOT FOR THE BENEFIT OF THEIR EMPLOYEES OR ANY THIRD PARTIES, EACH PARTY SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER APPLICABLE FEDERAL, STATE OR LOCAL WORKER COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS, INCLUDING WITHOUT LIMITATION THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW.** The parties acknowledge that the foregoing waiver has been specifically and mutually negotiated between the parties.

6. Notices. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, facsimile, E-mail, hand delivery or overnight courier to the appropriate parties as follows:

Grantor: c/o Quarterra Multifamily Communities, LLC
1325 Fourth Ave., Suite 1300
Seattle, WA 98104
Attention: Brad Reisinger

Facsimile: (206) 826-0422

E-mail: brad.reisinger@quarterra.com

with a copy to:

Stoel Rives LLP

600 University St, Suite 3600

Seattle, WA 98101

Attn: John S. Santa Lucia, Esq.

Facsimile: (206) 386-7620

E-mail: john.santalucia@stoel.com

Grantee:

Town Hall Association

1119 8th Ave

Seattle, WA 98101-2738

Attn: Wier Harman, Executive Director

Fax No.: (206) 622-7673

Email: wier.harman@townhallseattle.org

with a copy to:

Hillis Clark Martin & Peterson P.S.

999 Third Avenue, Suite 4600

Seattle, WA 98104

Attn: D. Christian Addicott

Email: chris.addicott@hcmp.com

Any notice required or permitted to be delivered in connection with this Agreement shall be deemed to be received: (a) if given by certified mail, three (3) business days after when deposited in the mail, postage prepaid, return receipt requested; (b) if given by facsimile or E-mail transmission, upon the date and time of such transmission as evidenced by the sender's telecopy machine confirmation sheet or E-mail delivery confirmation; (c) if given by hand delivery, when such notice is received by the party to whom it is addressed; or (d) if given by an overnight courier service, the day after when deposited with such courier if the service elected is next day delivery,

otherwise two (2) days after deposit with such courier. Any party shall have the right to change its address by giving five (5) days' prior written notice to the other party.

7. Recorded Encumbrance: Further Assurances. The parties hereby acknowledge and confirm that this Agreement shall be recorded against the title of the Grantor Property and the parties agree to execute, at the request and expense of the other, any further documents or assurances as may be reasonably required in order to give effect to the foregoing provisions of this Agreement.

8. Successors and Assigns. This Agreement and all benefits, rights, covenants and obligations herein contained shall run with the land and shall respectively inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, and performance.

10. Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

11. Authority. Each party hereby represents and warrants to the other that (i) it has the full power and authority necessary to enter into this Agreement and, in the case of Grantor, to grant and convey the Easement; (ii) the individual(s) signing this Agreement on its behalf have the authority to bind the party and to enter into this Agreement; and (iii) it has taken all required action(s) to legally authorize the execution, delivery and performance of this Agreement. Each party shall indemnify, defend and hold the other harmless from any and all damages, losses, expenses, attorney's fees and costs arising out of any breach of the foregoing representations and warranties.

12. Remedies. If any Party fails to comply with any provision herein (the "**Defaulting Party**"), then unless such default shall have been cured within ten (10) days of such Defaulting Party's receipt of written notice specifying the nature of such default from the other Party (the "**Non-Defaulting Party**"), or such longer period as may be necessary to cure such default in the event such Defaulting Party commences such cure within such ten (10) day period and thereafter diligently prosecutes such cure to completion within no more than thirty (30) days from receipt of such notice, the Non-Defaulting Party may exercise any remedies to which the Non-Defaulting Party may be entitled to in law or at equity including the right to sue to specifically enforce the terms, covenants and/or conditions set forth in this Agreement. In the event that any lawsuit or other proceeding is brought to enforce any of the terms hereof, the prevailing Party shall be entitled to recover its costs and expenses incurred in connection with such action or proceeding (including any appeals therefrom) from the non-prevailing Party, including reasonable attorneys' and court fees and costs.

13. Time is of the Essence. Time shall be of the essence with respect to this Agreement.

14. Severability. . If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by a court of competent jurisdiction, such provision shall be stricken and the remainder of this Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the parties.

15. Waiver. No waiver of any right under this Agreement shall be effective unless contained in a writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or of any other right arising under this Agreement.

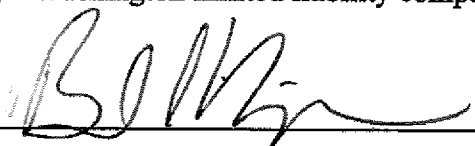
16. Entire Agreement. This Agreement and the exhibits attached hereto constitute the final and complete agreement and supersede all prior correspondence or agreements between the parties relating to the subject matter hereof. This Agreement cannot be modified other than by written agreement executed by a duly authorized officer or representative of Grantor and Grantee.

[Signatures on following page]

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the date first above-noted.


GRANTOR:

**NORTH BLOCK SPRING STREET DEVELOPMENT
LLC, a Washington limited liability company**

By: 
Name: Brad A Reisinger
Title: Vice President

GRANTEE:

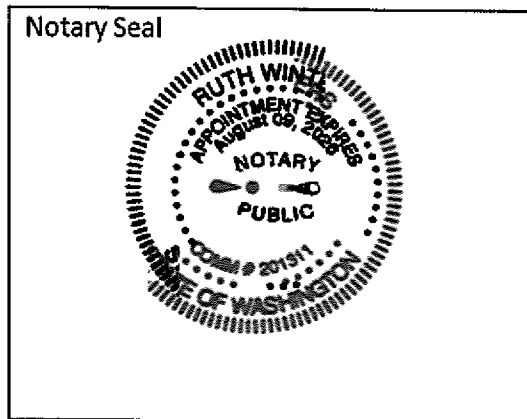
**TOWN HALL ASSOCIATION, a Washington non-profit
corporation**

By: 
Name: Nick Harman
Title: Executive Director

STATE OF WASHINGTON)
)SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Brad Reisinger is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President of North Block Spring Street Development, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 17th, 2017.



[Handwritten Signature]

(Signature of Notary)

Ruth Winters

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington

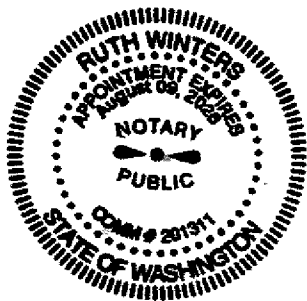
My appointment expires: August 09, 2026

STATE OF WASHINGTON)
)SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Weer Harman is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of Town Hall Association, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Dec 5, 2022.

Notary Seal



[Handwritten Signature]

(Signature of Notary)

Ruth Winters

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington

My appointment expires: August 09, 2026

EXHIBIT A

Legal Description of the Grantee Property

LOTS 2 AND 3 BLOCK 52, A. A. DENNY'S PLAT OF AN EXTENSION TO
TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 86, IN KING
COUNTY, WASHINGTON;

EXHIBIT B

Legal Description of the Grantor Property

LOTS 1, 4, 5, 6, 7 AND 8, BLOCK 52, A. A. DENNY'S PLAT OF AN
EXTENSION TO TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE,
ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS,
PAGE 86, IN KING COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS CONDEMNED FOR PRIMARY STATE HIGHWAY NO. 1
IN KING COUNTY SUPERIOR COURT CAUSE NO. 576017.

EXHIBIT C

Legal Description of the Easement Area

THAT PORTION OF ALLEY AND LOTS 1, 2, 3, 4, 5, 6 AND 8, BLOCK 52, EXTENSION TO TERRY'S 1ST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 86, RECORDS OF KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE NORTH 59°24'00" EAST ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF SENECA STREET, A DISTANCE OF 0.09 FEET;
THENCE DEPARTING SAID RIGHT OF WAY MARGIN SOUTH 30°37'57" EAST, A DISTANCE OF 130.32 FEET;
THENCE SOUTH 59°23'34" WEST, A DISTANCE OF 3.22 FEET;
THENCE SOUTH 30°36'26" EAST, A DISTANCE OF 109.85 FEET TO THE SOUTHWESTERLY EXTENSION OF THE SOUTH LINE OF LOT 7 OF SAID PLAT;
THENCE SOUTH 59°22'52" WEST, ALONG SAID EXTENSION AND THE SOUTHERLY LOT LINE OF SAID LOT 8, A DISTANCE OF 16.00 FEET;
THENCE DEPARTING THE SOUTH LINE OF SAID LOT 8, NORTH 30°36'26" WEST, A DISTANCE OF 109.85 FEET;
THENCE SOUTH 59°23'34" WEST, A DISTANCE OF 4.94 FEET;
THENCE NORTH 30°38'15" WEST, A DISTANCE OF 111.90 FEET;
THENCE NORTH 59°23'34" EAST, A DISTANCE OF 4.17 FEET;
THENCE NORTH 30°36'26" WEST, A DISTANCE OF 18.41 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF SENECA STREET, ALSO BEING THE NORTHERLY LINE OF SAID LOT 1;
THENCE NORTH 59°24'00" EAST, ALONG SAID LINE, A DISTANCE OF 19.91 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING AN AREA OF 4,830 SQUARE FEET OR 0.1109 ACRES, MORE OR LESS;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

EXHIBIT D

Depiction of the Easement Area

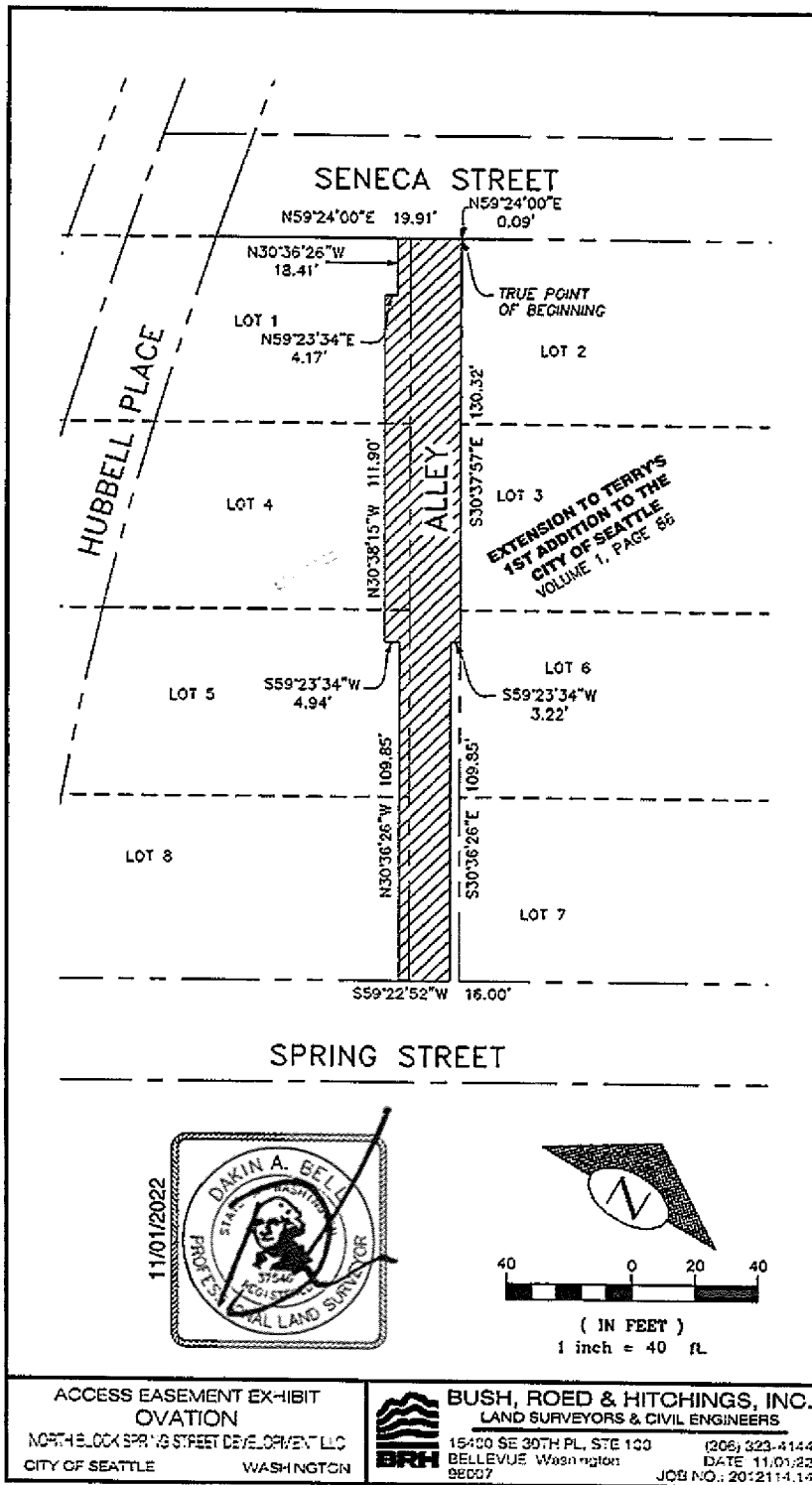


EXHIBIT E

Rules and Regulations for Use of Easement Area

1. Grantee Parties shall keep Easement Area in good order and in a neat and clean condition in connection with the exercise of its Permitted Uses.
2. Grantee Parties shall not deposit garbage, trash or yard waste within the Easement Area. Containers for garbage and trash may not be placed within the Easement Area, except within four hours of a scheduled pickup time.
3. Grantee Parties shall not display signs, post marketing materials or playbills, employ human directional or other directional devices, nor permit other parties to do so, within the Easement Area without the prior consent of the Grantor.
4. Grantee shall not install wiring for electrical or telephone installation, television antennae, machines, or air conditioning units, etc., upon the exterior of the Town Hall Building which protrude into the Easement Area except as authorized in writing by Grantor. Grantee will not conduct any construction or maintenance operations which generate noise, dust or debris which may interfere with Grantor's use of the Easement area or Grantor's use of its property except as authorized in writing by Grantor.
5. Grantee Parties shall not place furniture, packages, plants, statuary objects, or other articles of any kind within the Easement Area except in connection with loading and unloading activities.
6. Vehicles improperly parked by Grantee Parties within the Easement Area may be towed at the Grantee's expense. No vehicle repairs, oil changes or washing of vehicles may be performed within the Easement Area. Without limitation, improperly parked vehicles will include those parked for more than two hours with no evidence of load or unloading activity.
7. The use of musical instruments, radios, televisions, and amplifiers are not permitted in the Easement Area, except as specifically permitted by Grantor.
8. Grantee Parties are prohibited from engaging in the following conduct, behavior, activities, and/or practices:
 - o Criminal or illegal activity, including delivering, manufacturing, and/or possessing a controlled substance or drug paraphernalia;
 - o Smoking or use of alcohol within the Easement Area;
 - o Loud or obnoxious behavior, nor any use that is contrary to the quiet use and enjoyment of the Grantor Parties, including disturbing or threatening the comfort of Grantor Parties;
 - o Disrupting business operations;
 - o Engaging in or threatening violence;
 - o Possessing a weapon in violation of state law;
 - o Discharging a firearm on Grantor Property;
 - o Displaying or possessing a weapon in a way that may alarm others;

- Tampering with utilities or telecommunications;
- Bringing hazardous material into the Grantor Property; and/or
- Injuring Grantor's reputation through bad faith allegations.

9. No activities that are inherently hazardous or dangerous shall be permitted within the Easement Area.

EXHIBIT F

Grantee Loading Requirements

There are two categories of vehicular access and building loading described below: patrons attending events, and freight/equipment loading. In connection with all vehicular access and building loading activities, no vehicles shall be left unattended within the Easement Area, and no materials or other obstructions may be stored in the Easement Area, in each case except in connection with the immediate loading and unloading of patrons and/or freight/equipment.

Patron Loading

Schedule:

- Events occur every day (including weekends)
- Patron loading occurs before and after programs, typically 45 minutes prior to programs and 30 minutes following programs. Typical program times are Mon-Fri 7:30-9pm and Sat/Sun 1- 3 pm and 7-10 pm.
- Vehicular access is primarily limited to mobility impaired patrons, a small subset of the total audience for a given event.

Equipment/Freight Loading

Schedule:

- Loading occurs every day (including weekends)
- THA hosts 400+ events annually, each with its own loading needs
- Unloading for daytime events can occasionally begin as early as 7am.
- Loading following nighttime events can occasionally go as late as midnight.
- The most frequent loading time is between 5:00-6:30pm.

Duration:

- A truck may be required to be parked adjacent to the Town Hall building entrance on the Alley for 1/2 hour to 2 hours depending on scale of event and equipment required.

Truck Size:

- 12'-0" foot and 24'-0" foot box trucks are most typical.
- Vans and small vehicles are also used for miscellaneous items.

Logistics:

- At a minimum, a 35'-0" portion of the Alley adjacent to the Town Hall entrance should be level to the extent practicable to accommodate safe loading.
- Trucks must be able to pull all the way through the Alley. Backing out of the Alley into the bus stop zone on Seneca would be incredibly difficult for most trucks. The frequency of this would be problematic, and would generate a lot of

neighborhood complaints.

- The finish Alley surface should have non-slip texture, but be able to easily move dollies full of heavy equipment without difficulty.

Safety:

- There should be sufficient width within the Alley for a car to safely pass a truck with a crew handling heavy objects at the 35'-0" portion of the Alley adjacent to the Town Hall entrance.