

**CITY OF SEATTLE**

**ORDINANCE** 127276

**COUNCIL BILL** 121020

AN ORDINANCE accepting twenty-five limited purpose easements for public sidewalk, alley turn-around, street turn-around, and signal pole purposes; placing the real property conveyed by such easements under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain prior acts. (This ordinance concerns the following: rights of way: the sidewalk adjoining Block 12, Assessor's Plat of University Heights; the alley abutting Block 2, Denny & Hoyt's Addition to the City of Seattle; the sidewalk adjoining Block 54, Second Addition to the Town of Seattle as laid off by the Heirs of Sara A. Bell, (deceased) (commonly known as Heirs of Sara A. Bell's 2nd Addition to the City of Seattle); the sidewalk adjoining First Light, a Master Condominium, according to the Declaration, recorded in Vol. 331 of Condominiums, pages 1 through 8 under Recording No. 20220330000230, and First Light Parkade Condominium, a condominium according to the Declaration, recorded in Vol. 331 of Condominiums, pages 9 through 22 under Recording No. 20220330000232 (previously known as Lots 8, 9, and 12, Block 49, Addition to the Town of Seattle, as laid out by A. A. Denny) (commonly known as A. A. Denny's 6th Addition to the City of Seattle); the sidewalk adjoining Block 44, Woodlawn Addition to Green Lake; the sidewalk adjoining Block 15, Hillman City Addition to the City of Seattle, Division Number 6; the sidewalk adjoining Parcel X, Lot Boundary Adjustment Number 3038348-LU under King County Recording Number 20220622900002 (also known as Block 379, Seattle Tidelands together with vacated South Dakota Street); the sidewalk adjoining Blocks 1 and 5, Creedmoor Addition to the City of Seattle, together with adjoining vacated alley; the sidewalk adjoining Block 26, Sander's Supplemental Plat; the sidewalk adjoining the Northeast quarter of the Northwest quarter of Section 9 Township 24 North Range 4 East, Willamette Meridian; the sidewalk abutting Tract 29, Frye's Addition to Columbia; the sidewalk adjoining Block 14, Jos C. Kinnear's Addition to the City of Seattle; the sidewalk adjoining Parcel C, Lot Boundary Adjustment Number 3038062-LU under King County Recording Number 20220307900002 (also known as Block 5, Greene's Addition to the City of Seattle); the sidewalk adjoining Block 4, South Park; the sidewalk adjoining Block 52, Second Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, (deceased) (Commonly known as Heirs of Sara A. Bell's 2nd Addition to the City of Seattle); the sidewalk adjoining Lot 10, Lake Dell; the sidewalk adjoining Block 6, Highland View; the sidewalk adjoining Parcels X and Y, Lot Boundary Adjustment Number 3040593-LU, recorded under King County Recording Number 20230908900001 (also known as a portion of the Northeast quarter of the Northwest quarter of Section 32, Township 26 North, Range 4 East, Willamette Meridian); the sidewalk adjoining Block 6, Osner's Suburban Homes; the sidewalk adjoining Block 87, D. T. Denny's Park Addition to North Seattle; the sidewalk adjoining Block 3, Kittingers Addition to the City of Seattle; the sidewalk adjoining Parcels A and B, Lot Boundary Adjustment Number 3036633-LU, recorded under King County Recording Number 20230405900005 (also known as Block 1, S. F. Barker's Suburban Home Addition

Number 1); the sidewalk adjoining Parcels A and B, Lot Boundary Adjustment Number 3040378-LU, recorded under King County Recording Number 20240103900008 (also known as Lot 12, Coffman Garden Tracts); the sidewalk and street adjoining portions of the L. M. Collins Donation Land Claim No. 46 (also known as portions of Sections 20, 21, 28, and 29, Township 24 North, Range 4 East, Willamette Meridian); and the sidewalk adjoining Block 78, Supplemental Plat of Woodland Park Addition to the City of Seattle.)

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. The Easement for Public Sidewalk, granted by KNIGHT SCOT, LLC, a Washington limited liability company, dated October 26, 2022, and recorded under King County Recording Number 20230104000529, attached as Attachment 1 and incorporated into this ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state of Washington, is accepted for public sidewalk purposes. The conveyance of this easement for public sidewalk is for surface rights of public access only. KNIGHT SCOT, LLC is responsible for maintenance of the surface and supporting structure of this easement area. (Right-of-Way File Number: T2022-28B; a portion of tax parcel number 881740-0220)

Section 2. The Correction Alley Turn-Around Easement, dated July 30, 2024, and the Alley Turn-Around Easement, dated October 14, 2022, granted by INFINITY NW 36th STREET LLC, a Washington limited liability company, and recorded under King County Recording Numbers 20240731000744 and 20221025000464, respectively, attached as Attachments 2 and 3 and incorporated into this ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state of Washington, are accepted for alley turn-around purposes. The conveyance of these easements for public vehicle turn-around purposes is for surface rights of public access only. INFINITY NW 36th STREET LLC is responsible for maintenance of the surface and supporting structure of this easement area. (Right-of-Way File Number: T2022-44; a portion of tax parcel number 197220-0120)

1           Section 3. The Correction Easement for Public Sidewalk, recorded June 27, 2024, and the  
2 Easement for Public Sidewalk, granted by PROJECT STEWART LLC, a Delaware limited  
3 liability company, dated May 28, 2024, and recorded under King County Recording Numbers  
4 20240627000249 and 20240624000396, respectively, attached as Attachments 4 and 5 and  
5 incorporated into this ordinance, that conveys and warrants to The City of Seattle, a municipal  
6 corporation of the state of Washington, are accepted for public sidewalk purposes. The  
7 conveyance of these easements for public sidewalk is for surface rights of public access only.  
8 PROJECT STEWART LLC is responsible for maintenance of the surface and supporting  
9 structure of this easement area. (Right-of-Way File Number: T2022-52; a portion of tax parcel  
10 numbers 066000-2264, 066000-2280, 066000-2285, 066000-2290, 066000-2295, 066000-2300,  
11 and 066000-2305)

12           Section 4. The Easement for Public Sidewalk, granted by VIRGINIA STREET JOINT  
13 VENTURE LLC, a Delaware limited liability company, FIRST LIGHT MASTER  
14 CONDOMINIUM UNIT OWNERS ASSOCIATION, a Washington nonprofit corporation,  
15 FIRST LIGHT PARKADE ASSOCIATION, a Washington nonprofit corporation, and FIRST  
16 LIGHT RESIDENTIAL ASSOCIATION, a Washington nonprofit corporation, dated July 18,  
17 2024, and recorded under King County Recording Number 20240725000516, attached as  
18 Attachment 6 and incorporated into this ordinance, that conveys and warrants to The City of  
19 Seattle, a municipal corporation of the state of Washington, is accepted for public sidewalk  
20 purposes. The conveyance of this easement for public sidewalk is for surface rights of public  
21 access only. VIRGINIA STREET JOINT VENTURE LLC, FIRST LIGHT MASTER  
22 CONDOMINIUM UNIT OWNERS ASSOCIATION, FIRST LIGHT PARKADE  
23 ASSOCIATION, and FIRST LIGHT RESIDENTIAL ASSOCIATION are each responsible for

1 maintenance of the surface and supporting structure of this easement area. (Right-of-Way File  
2 Number: T2022-54; a portion of tax parcel numbers 256075-0000, 256075-0010, 256075-0030,  
3 and 256076-0000)

4         Section 5. The Easement for Public Sidewalk, granted by EBM RE XI, LLC, a  
5 Washington limited liability company, dated December 16, 2022, and recorded under King  
6 County Recording Number 20230112000091, attached as Attachment 7 and incorporated into  
7 this ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the  
8 state of Washington, is accepted for public sidewalk purposes. The conveyance of this easement  
9 for public sidewalk is for surface rights of public access only. EBM RE XI, LLC is responsible  
10 for maintenance of the surface and supporting structure of this easement area. (Right-of-Way  
11 File Number: T2022-56; a portion of tax parcel number 952810-2095)

12         Section 6. The Easement for Public Sidewalk, granted by 4001 S WILLOW QOZB, LLC,  
13 a Washington limited liability company, dated June 10, 2023, and recorded under King County  
14 Recording Number 20230713000382, attached as Attachment 8 and incorporated into this  
15 ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state  
16 of Washington, is accepted for public sidewalk purposes. The conveyance of this easement for  
17 public sidewalk is for surface rights of public access only. 4001 S WILLOW QOZB, LLC is  
18 responsible for maintenance of the surface and supporting structure of this easement area. (Right-  
19 of-Way File Number: T2022-60; a portion of tax parcel numbers 333300-2950, 333300-2951,  
20 and 333300-2952)

21         Section 7. The Public Access Easement, granted by the PORT OF SEATTLE, a  
22 municipal corporation of the State of Washington, and TERMINAL 106, LLC, a Delaware  
23 limited liability Company, as ground lessee, dated January 6, 2023, and recorded under King



County Recording Number 20230209000081, attached as Attachment 9 and incorporated into this ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state of Washington, is accepted for public access purposes. The conveyance of this public access easement is for surface rights of public access only. The PORT OF SEATTLE and TERMINAL 106, LLC are each responsible for maintenance of the surface and supporting structure of this easement area. (Right-of-Way File Number: T2022-64; a portion of tax parcel number 766670-0390)

Section 8. The Easement for Public Sidewalk, granted by GRAND STREET COMMONS, LLC, a Washington limited liability company, dated March 6, 2023, and recorded under King County Recording Number 20230329000201, attached as Attachment 10 and incorporated into this ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state of Washington, is accepted for public sidewalk purposes. The conveyance of this easement for public sidewalk is for surface rights of public access only. GRAND STREET COMMONS, LLC is responsible for maintenance of the surface and supporting structure of this easement area. (Right-of-Way File Number: T2023-03; a portion of tax parcel numbers 754830-1095, 754830-1100, 754830-1125, 754830-1155, 182230-0005, 182230-0025, 182230-0180, and 092404-9007)

Section 9. The Easement for Public Sidewalk, granted by SCC 2, LLC, a Washington limited liability company, dated February 6, 2023, and recorded under King County Recording Number 20230321000327, attached as Attachment 11 and incorporated into this ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state of Washington, is accepted for public sidewalk purposes. The conveyance of this easement for public sidewalk is for surface rights of public access only. SCC 2, LLC is responsible for maintenance of the

1 surface and supporting structure of this easement area. (Right-of-Way File Number: T2023-06; a  
2 portion of tax parcel number 266050-0365)

3       Section 10. The Easement for Public Sidewalk, granted by GRAND STREET  
4 COMMONS MBH, LLLP, a Washington limited liability limited partnership, dated August 22,  
5 2024, and recorded under King County Recording Number 20240909000678, attached as  
6 Attachment 12 and incorporated into this ordinance, that conveys and warrants to The City of  
7 Seattle, a municipal corporation of the state of Washington, is accepted for public sidewalk  
8 purposes. The conveyance of this easement for public sidewalk is for surface rights of public  
9 access only. GRAND STREET COMMONS MBH, LLLP is responsible for maintenance of the  
10 surface and supporting structure of this easement area. (Right-of-Way File Number: T2023-07; a  
11 portion of tax parcel numbers 388190-0515, 388190-0540, and 388190-0550)

12       Section 11. The Easement for Public Sidewalk, granted by DEP HOLDINGS LLC, a  
13 Washington limited liability company, as to a twenty-eight percent (28%) interest, DEP REAL  
14 ESTATE VI, LLC, a Washington limited liability company, as to a thirty-two percent (32%)  
15 interest, and UNION RENTAL LLC, a Washington limited liability company, as to a forty  
16 percent (40%) interest, dated March 24, 2023, and recorded under King County Recording  
17 Number 20230411000267, attached as Attachment 13 and incorporated into this ordinance, that  
18 conveys and warrants to The City of Seattle, a municipal corporation of the state of Washington,  
19 is accepted for public sidewalk purposes. The conveyance of this easement for public sidewalk is  
20 for surface rights of public access only. DEP HOLDINGS LLC, DEP REAL ESTATE VI, LLC,  
21 and UNION RENTAL LLC are each responsible for maintenance of the surface and supporting  
22 structure of this easement area. (Right-of-Way File Number: T2023-12; a portion of tax parcel  
23 number 290220-0325)

1           Section 12. The Easement for Public Sidewalk, granted by KHANH DANG, an  
2 unmarried person, dated March 31, 2023, and recorded under King County Recording Number  
3 20230404000624, attached as Attachment 14 and incorporated into this ordinance, that conveys  
4 and warrants to The City of Seattle, a municipal corporation of the state of Washington, is  
5 accepted for public sidewalk purposes. The conveyance of this easement for public sidewalk is  
6 for surface rights of public access only. KHANH DANG is responsible for maintenance of the  
7 surface and supporting structure of this easement area. (Right-of-Way File Number: T2023-15; a  
8 portion of tax parcel number 788360-0760)

9           Section 13. The Easement for Public Sidewalk, granted by SBOB, LLC, a Delaware  
10 limited liability company, dated February 7, 2024, and recorded under King County Recording  
11 Number 20240212000403, attached as Attachment 15 and incorporated into this ordinance, that  
12 conveys and warrants to The City of Seattle, a municipal corporation of the state of Washington,  
13 is accepted for public sidewalk purposes. The conveyance of this easement for public sidewalk is  
14 for surface rights of public access only. SBOB, LLC is responsible for maintenance of the  
15 surface and supporting structure of this easement area. (Right-of-Way File Number: T2023-25; a  
16 portion of tax parcel numbers 066000-2155 and 066000-2170)

17           Section 14. The Easement for Public Sidewalk, granted by LUCKY JOHN LLC, a  
18 Washington limited liability company, dated July 7, 2023, and recorded under King County  
19 Recording Number 20230714000219, attached as Attachment 16 and incorporated into this  
20 ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state  
21 of Washington, is accepted for public sidewalk purposes. The conveyance of this easement for  
22 public sidewalk is for surface rights of public access only. LUCKY JOHN LLC is responsible for

1 maintenance of the surface and supporting structure of this easement area. (Right-of-Way File  
2 Number: T2023-36; a portion of tax parcel number 400600-0181)

3       Section 15. The Easement for Public Sidewalk, granted by BTC IV CROWN HILL,  
4 LLC, a Delaware limited liability company, dated August 18, 2023, and recorded under King  
5 County Recording Number 20230824000069, attached as Attachment 17 and incorporated into  
6 this ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the  
7 state of Washington, is accepted for public sidewalk purposes. The conveyance of this easement  
8 for public sidewalk is for surface rights of public access only. BTC IV CROWN HILL, LLC is  
9 responsible for maintenance of the surface and supporting structure of this easement area. (Right-  
10 of-Way File Number: T2023-37) a portion of tax parcel number 330070-0930)

11       Section 16. The Easement for Public Sidewalk, granted by KING COUNTY, a political  
12 subdivision of the State of Washington, dated December 4, 2023, and recorded under King  
13 County Recording Number 20231205000003, attached as Attachment 18 and incorporated into  
14 this ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the  
15 state of Washington, is accepted for public sidewalk purposes. The conveyance of this easement  
16 for public sidewalk is for surface rights of public access only. King County is responsible for  
17 maintenance of the surface and supporting structure of this easement area. (Right-of-Way File  
18 Number: T2023-38; a portion of tax parcel number 322604-9325)

19       Section 17. The Signal Pole Easement, granted by DAVID & MARYKAY  
20 LIVINGSTON FAMILY ENTERPRISES, LLC, a Washington limited liability company, dated  
21 February 10, 2022, and recorded under King County Recording Number 20220214000722,  
22 attached as Attachment 19 and incorporated into this ordinance, that conveys and warrants to  
23 The City of Seattle, a municipal corporation of the state of Washington, is accepted for

1 constructing, repairing, replacing, and maintaining a traffic signal pole and related equipment  
2 purposes. (Right-of-Way File Number: T2023-42A; a portion of tax parcel number 643150-  
3 0261)

4       Section 18. The Easement for Public Sidewalk, granted by DAVID & MARYKAY  
5 LIVINGSTON FAMILY ENTERPRISES, LLC, a Washington limited liability company, dated  
6 July 27, 2023, and recorded under King County Recording Number 20230811000623, attached  
7 as Attachment 20 and incorporated into this ordinance, that conveys and warrants to The City of  
8 Seattle, a municipal corporation of the state of Washington, is accepted for public sidewalk  
9 purposes. The conveyance of this easement for public sidewalk is for surface rights of public  
10 access only. DAVID & MARYKAY LIVINGSTON FAMILY ENTERPRISES, LLC is  
11 responsible for maintenance of the surface and supporting structure of this easement area. (Right-  
12 of-Way File Number: T2023-42B; a portion of tax parcel number 643150-0261)

13       Section 19. The Easement for Public Sidewalk, granted by 9NORTH OWNER LLC, a  
14 Delaware limited liability company, dated October 2, 2023, and recorded under King County  
15 Recording Number 20231017000310, attached as Attachment 21 and incorporated into this  
16 ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state  
17 of Washington, is accepted for public sidewalk purposes. The conveyance of this easement for  
18 public sidewalk is for surface rights of public access only. 9NORTH OWNER LLC is  
19 responsible for maintenance of the surface and supporting structure of this easement area. (Right-  
20 of-Way File Number: T2023-43; a portion of tax parcel numbers 199120-1335, 199120-1345,  
21 and 199120-1355)

22       Section 20. The Easement for Public Sidewalk, granted by NORTH MLK  
23 DEVELOPMENT LLLP, a Washington limited liability limited partnership, dated December 11,

2023, and recorded under King County Recording Number 20231213000755, attached as Attachment 22 and incorporated into this ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state of Washington, is accepted for public sidewalk purposes. The conveyance of this easement for public sidewalk is for surface rights of public access only. NORTH MLK DEVELOPMENT LLLP is responsible for maintenance of the surface and supporting structure of this easement area. (Right-of-Way File Number: T2023-48A; a portion of tax parcel number 390410-0275)

Section 21. The Easement for Public Sidewalk, granted by NORTH MLK DEVELOPMENT LLLP, a Washington limited liability limited partnership, dated December 11, 2023, and recorded under King County Recording Number 20231213000756, attached as Attachment 23 and incorporated into this ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state of Washington, is accepted for public sidewalk purposes. The conveyance of this easement for public sidewalk is for surface rights of public access only. NORTH MLK DEVELOPMENT LLLP is responsible for maintenance of the surface and supporting structure of this easement area. (Right-of-Way File Number: T2023-48B; a portion of tax parcel number 390410-0290)

Section 22. The Easement for Public Sidewalk, granted by PIPER CREEK LLC, a Washington limited liability company, dated October 26, 2023, and recorded under King County Recording Number 20231108000359, attached as Attachment 24 and incorporated into this ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state of Washington, is accepted for public sidewalk purposes. The conveyance of this easement for public sidewalk is for surface rights of public access only. PIPER CREEK LLC is responsible for

1 maintenance of the surface and supporting structure of this easement area. (Right-of-Way File  
2 Number: T2023-51; a portion of tax parcel number 053400-0004)

3       Section 23. The Correction Easement for Public Sidewalk, dated May 3, 2024, and the  
4 Easement for Public Sidewalk, dated February 6, 2024, granted by SCC 2, LLC, a Washington  
5 limited liability company, and recorded under King County Recording Numbers  
6 20240606000938 and 20240206000672, respectively, attached as Attachments 25 and 26 and  
7 incorporated into this ordinance, that conveys and warrants to The City of Seattle, a municipal  
8 corporation of the state of Washington, are accepted for public sidewalk purposes. The  
9 conveyance of these easements for public sidewalk is for surface rights of public access only.  
10 SCC 2, LLC is responsible for maintenance of the surface and supporting structure of this  
11 easement area. (Right-of-Way File Number: T2023-57; a portion of tax parcel numbers 166250-  
12 0094 and 166250-0100)

13       Section 24. The Easement for Public Sidewalk and Street Turn-Around, granted by 6305  
14 CORGIAT DR LLC, a Delaware limited liability company, dated February 12, 2024, and  
15 recorded under King County Recording Number 20240312000283, attached as Attachment 27  
16 and incorporated into this ordinance, that conveys and warrants to The City of Seattle, a  
17 municipal corporation of the state of Washington, is accepted for public sidewalk and vehicle  
18 turn-around purposes. The conveyance of this easement for public sidewalk and vehicular turn-  
19 around is for surface rights of public access only. 6305 CORGIAT DR LLC is responsible for  
20 maintenance of the surface and supporting structure of this easement area. (Right-of-Way File  
21 Number: T2023-62; a portion of tax parcel number 000180-0161)

22       Section 25. The Easement for Public Sidewalk, granted by HOMESTEAD  
23 COMMUNITY LAND TRUST, a Washington nonprofit corporation, dated April 4, 2024, and

1 recorded under King County Recording Number 20240417000585, attached as Attachment 28  
2 and incorporated into this ordinance, that conveys and warrants to The City of Seattle, a  
3 municipal corporation of the state of Washington, is accepted for public sidewalk purposes. The  
4 conveyance of this easement for public sidewalk is for surface rights of public access only.  
5 HOMESTEAD COMMUNITY LAND TRUST is responsible for maintenance of the surface and  
6 supporting structure of this easement area. (Right-of-Way File Number: T2024-05; a portion of  
7 tax parcel number 952310-1065)

8           Section 26. The real properties conveyed by the attached easements are placed under the  
9 jurisdiction of the Seattle Department of Transportation.

10           Section 27. Any act consistent with the authority of this ordinance taken prior to its  
11 effective date is ratified and confirmed.



Section 28. This ordinance shall take effect as provided by Seattle Municipal Code  
Sections 1.04.020 and 1.04.070.

Passed by the City Council the 12th day of August, 2025,  
and signed by me in open session in authentication of its passage this 12th day of  
August, 2025.



President \_\_\_\_\_ of the City Council

☒ Approved / ☐ returned unsigned / ☐ vetoed this 14th day of August, 2025.



Bruce A. Harrell, Mayor

Filed by me this 14th day of August, 2025.



Scheereen Dedman, City Clerk

(Seal)

Attachments:

Attachments 1 to 28 – Easements conveying property to The City of Seattle for public sidewalk,  
alley turn-around, street turn-around, and signal pole purposes

Record Date:1/4/2023 3:14 PM

King County, WA EXCISE TAX NOT REQUIRED BY HELEN HUANG, DEPUTY



**20230104000529**

EASEMENT Rec: \$209.50  
1/4/2023 3:14 PM  
KING COUNTY, WA

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

**EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned...none

Grantor: .....Knight Scot, LLC, a Washington limited liability company

Grantee: .....The City of Seattle, a municipal corporation of the State of Washington

Legal Description (abbreviated): .....Portion of Lot 7, Block 12, Assessor's Plat of University Heights,  
Vol. 16, PP70

Assessor's Tax Parcel ID#: .....Portion of 881740-0220

RW T2022-28B

GRANTOR, **KNIGHT SCOT, LLC**, a Washington limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.


The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

Page 1 of 7 pages

Parcel Number 881740-0220

**EXCISE TAX NOT REQUIRED**

King Co. Records Division

By  Deputy  
Helen Huang

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 26<sup>th</sup> DAY OF October, 2022.

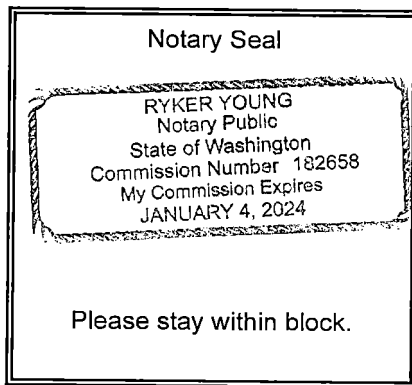
**KNIGHT SCOT, LLC,**  
a Washington limited liability company,


By:   
Gordon Stephenson, Managing Member

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that **Gordon Stephenson** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as the Managing Member of **KNIGHT SCOT, LLC**, a Washington limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 26<sup>th</sup> DAY OF October, 2022.



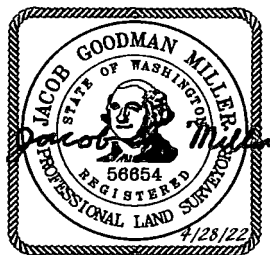
  
Notary (print name) Ryker Young  
Notary Public in and for the State of Washington,  
residing at Seattle, wa  
My Appointment expires 1/4/24

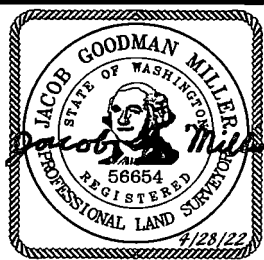
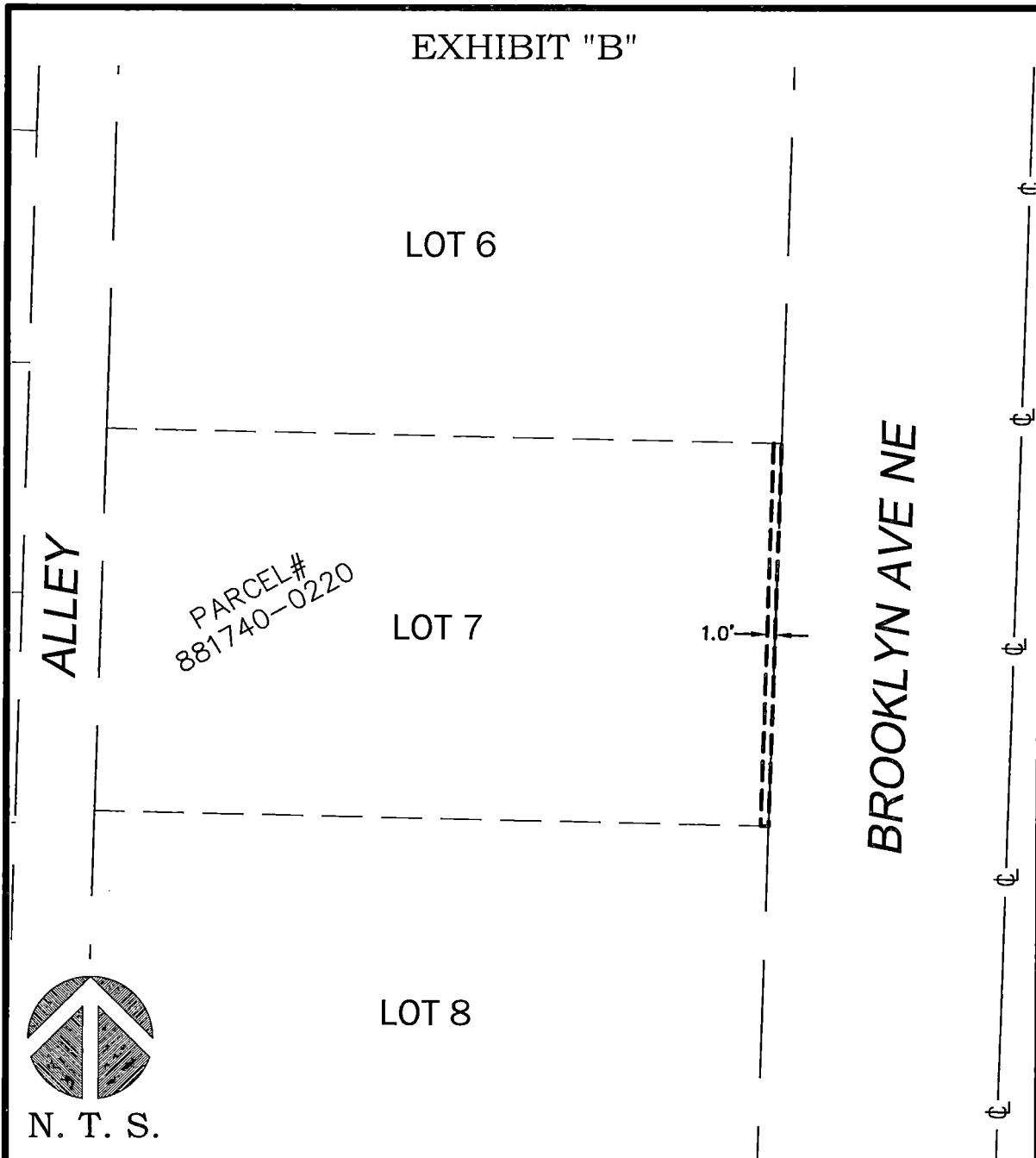
**EXHIBIT A**  
**PEDESTRIAN EASEMENT**

**LEGAL DESCRIPTION**

THE EAST 1.00 FEET OF LOT 7, BLOCK 12, ASSESSOR'S PLAT OF UNIVERSITY HEIGHTS, ACCORDING  
TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 70, IN KING COUNTY,  
WASHINGTON;

CONTAINING 50.0 SQUARE FEET, MORE OR LESS





**PEDESTRIAN  
EASEMENT**

5239 BROOKLYN AVE NE  
SEATTLE, WA 98105  
PARCEL NO. 881740-0220

JOB NO. 211585  
DATE: 4/28/22

**TERRANE**


10801 Main Street, Suite 102  
Bellevue, WA 98004  
p: 425-458-4488 | e: info@terrane.net

**SUBORDINATION AGREEMENT**

The undersigned, **Colorado Federal Savings Bank**, a federal savings bank, as owner and holder of the Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing under King County Recording Number 20220110001044 (Deed of Trust), State of Washington, being on the same property described in favor of **Knight Scot, LLC**, a Washington limited liability company, does hereby join and consent to the execution of this grant of easement as legally described herein to The City of Seattle. The undersigned further agrees that the lien of charge of the Deed of Trust will be and it is hereby subordinated to this grant of easement.

DATED THIS 7th DAY OF December, 2022.

**Colorado Federal Savings Bank**, a federal savings bank

By: 

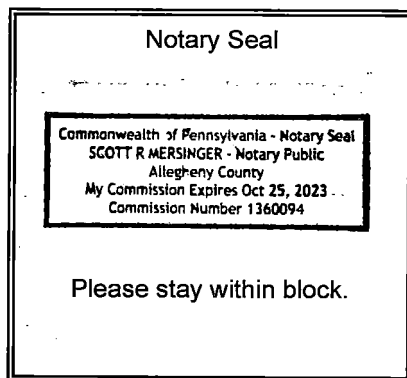
Print Name: Mark Dressel

Title: SVP, Origination Manager

STATE OF Pennsylvania )  
COUNTY OF Allegheny ) ss.

I certify that I know or have satisfactory evidence that Mark Dressel is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument as the SVP, Origination Manager of **Colorado Federal Savings Bank**, a federal savings bank, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: December 7, 2022.



Scott R. Mersinger  
Notary (print name) Scott R. Mersinger  
Notary Public in and for the State of Pennsylvania,  
residing at Allegheny County  
My Appointment expires 10/25/2023



Record Date:7/31/2024 1:46 PM

Electronically Recorded King County, WA

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

*(This easement is being re-recorded to replace Exhibits A and B previously recorded under Recording Number 20221025000464 with the revised legal description and exhibit map consistent with the revised project plans.)*

### ***CORRECTION ALLEY TURN-AROUND EASEMENT***

Reference #s of Documents Released or Assigned: none  
Grantor: .....Infinity NW 36<sup>th</sup> Street LLC, a Washington limited liability company  
Grantee: .....The City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abbreviated): .....Portion of Lots 8 and 9, Block 2, Denny & Hoyt's Add., Vol. 2, pp 136  
Assessor's Tax Parcel ID#: .....Portion of 197220-0120

RW T2022-44

GRANTOR, **INFINITY NW 36<sup>th</sup> STREET LLC**, a Washington limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public vehicle turn-around, over, through, across, and along the following described property in Seattle, King County, Washington:


**SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.**

The conveyance of this easement for public vehicle turn-around shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 30<sup>th</sup> DAY OF July, 2024.

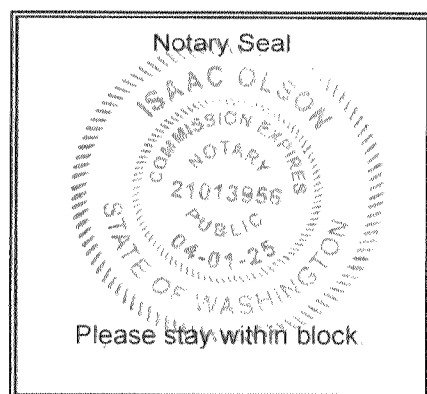
**INFINITY NW 36<sup>TH</sup> STREET LLC,**  
a Washington limited liability company,

By:   
Shuang Zhang, also known of record as  
Sally Zhang, Authorized Signatory

[illegible]

I certify that I know or have satisfactory evidence that **Shuang Zhang**, also known of record as Sally Zhang, is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument as the Authorized Signatory of **INFINITY NW 36<sup>th</sup> STREET, LLC**, a Washington limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 30<sup>th</sup> DAY OF July, 2024.



Notary (print name) Isaac Olson  
Notary Public in and for the State of Washington,  
residing at 4400 1st Ave  
My Appointment expires 06-01-25

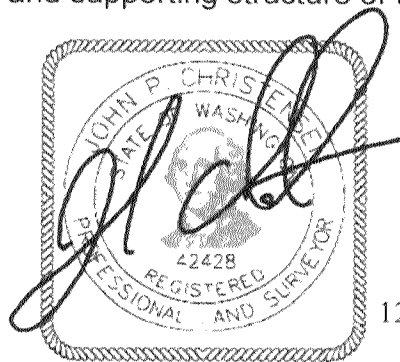
EXHIBIT A  
TURNAROUND EASEMENT

That portion of Lots 8 and 9, Block 2, Denny & Hoyt's Addition to the City of Seattle, according to the Plat thereof recorded in Volume 2 of Plats, Page 136, in King County, Washington, described as follows:

Commencing at the Northwest corner of said Lot 8, thence South 01°18'37" West, along the west line thereof, 26.08 feet to the True Point of Beginning;  
Thence South 88°41'23" East, 5.85 feet;  
Thence South 01°18'37" West, 4.00 feet;  
Thence South 88°41'23" East, 61.15 feet;  
Thence South 01°18'37" West, 16.91 feet;  
Thence North 88°41'23" West, 20.55 feet;  
Thence South 01°18'37" West, 4.00 feet;  
Thence North 88°41'23" West, 41.30 feet;  
Thence South 01°18'37" West, 7.00 feet;  
Thence North 88°41'23" West, 5.15 feet to the west line of said Lot 8;  
Thence North 01°18'37" East, along said west line, 31.91 feet to the True Point of Beginning.

Contains 1,378 square feet of land, more or less.

The conveyance of this easement for alley turnaround purposes shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.



12/26/23



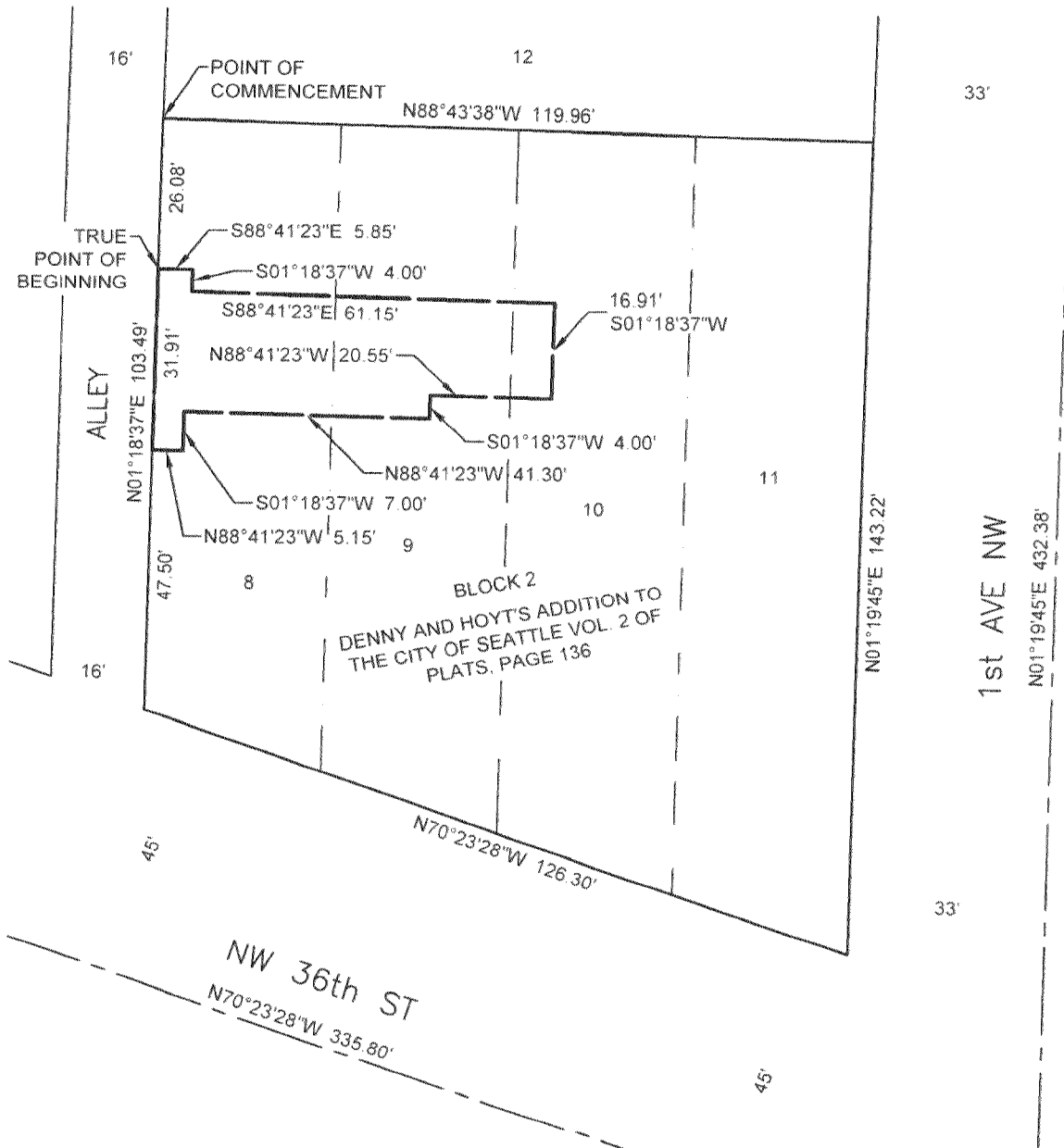
DAVID EVANS  
& ASSOCIATES

20300 Woodinville Snohomish Rd NE  
Suite A | Woodinville, WA 98072  
p: 425.415.2000  
f: 425.486.5059  
deainc.com

p:\n\hamg\lpg0001\0600\info\sv\0695\legal\descriptions\draft\turnaround easement - 122623.docx

EXHIBIT B  
LEGAL DESCRIPTION: TURNAROUND EASEMENT

JOB # NAMGIIGP0001  
12/26/2023



THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.



**DAVID EVANS  
AND ASSOCIATES INC.**

20300 Woodinville Snohomish Rd NE  
Suite A - Woodinville, WA 98072  
Phone: 425.415.2000

SV-ED-ACCS-NAMGIIGP0001.dwg

Record Date:10/25/2022 2:41 PM

King County, WA EXCISE TAX NOT REQUIRED BY ROBERT DUTTON, DEPUTY



**20221025000464**

EASEMENT Rec: \$207.50  
10/25/2022 2:41 PM  
KING COUNTY, WA

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

***ALLEY TURN-AROUND EASEMENT***

Reference #s of Documents Released or Assigned: none

Grantor: .....Infinity NW 36<sup>th</sup> Street LLC, a Washington limited liability company

Grantee: .....The City of Seattle, a municipal corporation of the State of Washington

Legal Description (abbreviated): .....Portion of Lots 8 and 9, Block 2, Denny & Hoyt's Add., Vol. 2, pp 136

Assessor's Tax Parcel ID#: .....Portion of 197220-0120

RW T2022-44

GRANTOR, **INFINITY NW 36<sup>th</sup> STREET LLC**, a Washington limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public vehicle turn-around, over, through, across, and along the following described property in Seattle, King County, Washington:


SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public vehicle turn-around shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 14 DAY OF October, 2022.

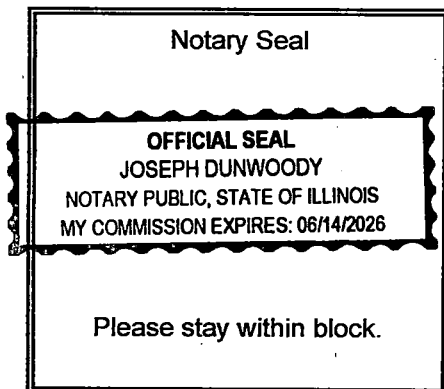
**INFINITY NW 36<sup>TH</sup> STREET LLC,**  
a Washington limited liability company,

By:   
Shuang Zhang, also known of record as  
Sally Zhang, Authorized Signatory

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I certify that I know or have satisfactory evidence that **Shuang Zhang**, also known of record as Sally Zhang, is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument as the Authorized Signatory of **INFINITY NW 36<sup>th</sup> STREET, LLC**, a Washington limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 14 DAY OF October, 2022.



Notary Signature [Signature]  
Notary (print name) Joseph Dunwoody  
Notary Public in and for the State of IL  
residing at 47 W Polk St  
My Appointment expires 6/14/26



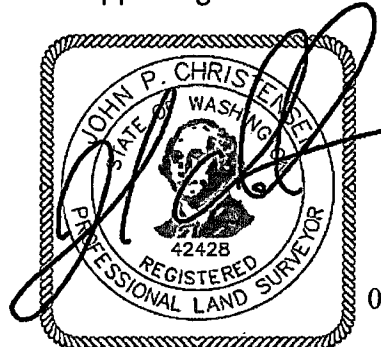
EXHIBIT A  
TURNAROUND EASEMENT

That portion of Lots 8 and 9, Block 2, Denny & Hoyt's Addition to the City of Seattle, according to the Plat thereof recorded in Volume 2 of Plats, Page 136, in King County, Washington, described as follows:

Commencing at the Northwest corner of said Lot 8, thence South 01°18'37" West, along the west line thereof, 16.08 feet to the True Point of Beginning;  
Thence South 88°41'23" East, 5.85 feet;  
Thence South 01°18'37" West, 6.00 feet;  
Thence South 88°41'23" East, 51.15 feet;  
Thence South 01°18'37" West, 20.65 feet;  
Thence North 88°41'23" West, 40.55 feet;  
Thence South 01°18'37" West, 2.26 feet;  
Thence North 88°41'23" West, 11.30 feet;  
Thence South 01°18'37" West, 4.02 feet;  
Thence North 88°41'23" West, 2.33 feet;  
Thence South 01°18'37" West, 6.98 feet;  
Thence North 88°41'23" West, 2.82 feet to the west line of said Lot 8;  
Thence North 01°18'37" East, along said west line, 39.91 feet to the True Point of Beginning.

Contains 1,290 square feet of land, more or less.

The conveyance of this easement for alley turnaround purposes shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.



08/28/22



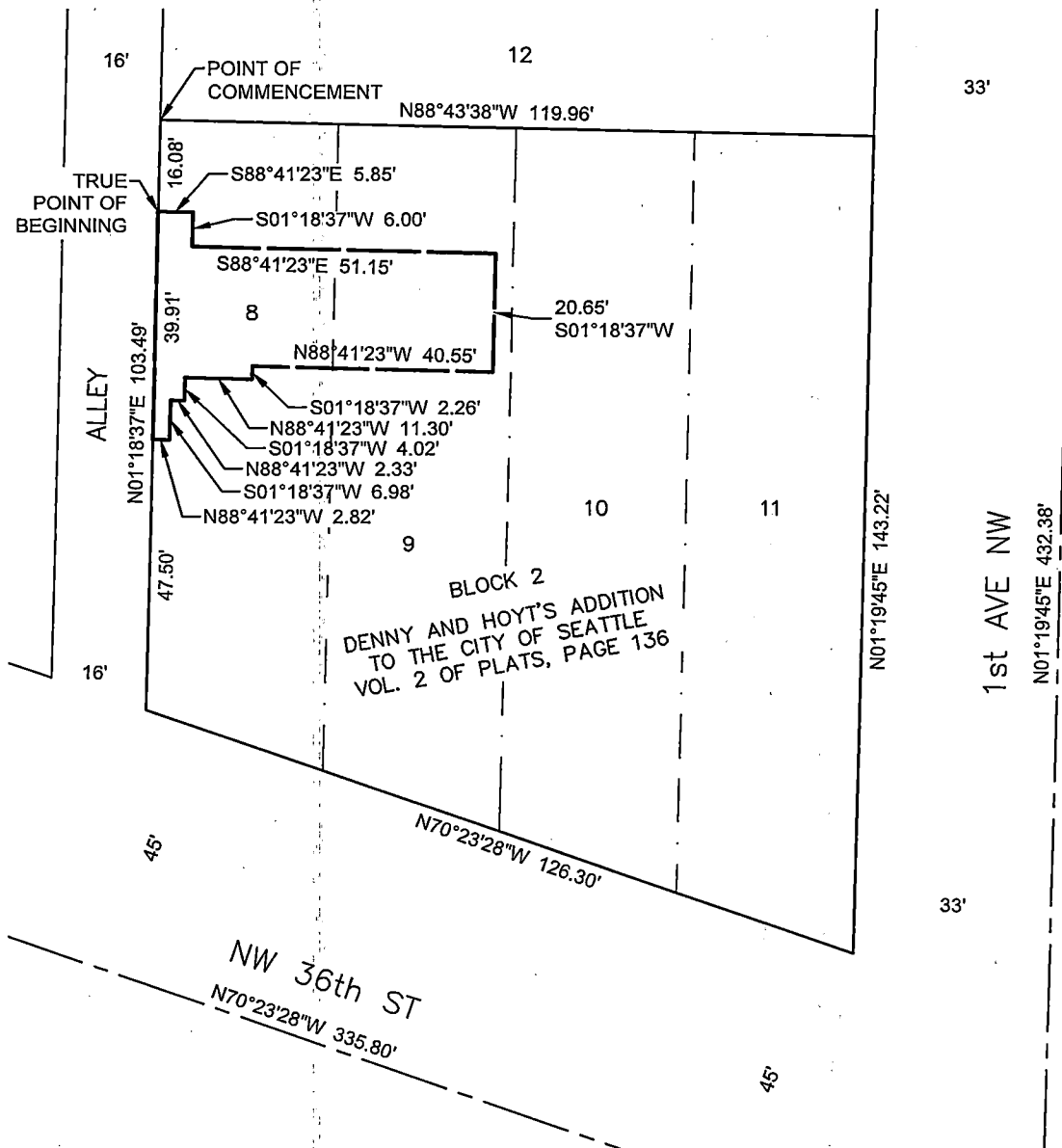
DAVID EVANS  
AND ASSOCIATES INC.

20300 Woodinville Snohomish Rd NE  
Suite A | Woodinville, WA 98072  
p: 425.415.2000  
f: 425.486.5059  
deainc.com

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EXHIBIT B  
LEGAL DESCRIPTION: TURNAROUND EASEMENT

JOB # NAMGIIGP0001  
AUGUST 19, 2022



THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.



**DAVID EVANS  
AND ASSOCIATES INC.**

20300 Woodinville Snohomish Rd NE  
Suite A - Woodinville, WA 98072  
Phone: 425.415.2000

SV-ED-ACCS-NAMGIIGP0001.dwg

(This easement supersedes and replaces the easement recorded under King County Recording Number 20240624000396 to revise the legal description.)

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

### ***EASEMENT FOR PUBLIC SIDEWALK***

Reference #s of Documents Released or Assigned: none  
Grantor: ..... Project Stewart LLC, a Delaware limited liability company  
Grantee: ..... The City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abbreviated): ..... Portion of Lots 1 through 7, Block 54, Bell, Heirs of S.A., 2<sup>nd</sup> Addition,  
Vol. 1, PP 121  
Assessor's Tax Parcel ID#: ..... Portion of 066000-2264, 066000-2280, 066000-2285, 066000-2290,  
066000-2295, 066000-2300, and 066000-2305

RW T2022-52

GRANTOR, **PROJECT STEWART LLC**, a Delaware limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBIT A ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

The Grantor shall indemnify, defend, protect, hold harmless, and release The City of Seattle from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, any judgments or liens recorded against the property legally described in Exhibit A attached hereto up to and including the date this instrument is recorded.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 28 DAY OF MAY, 2024.


**PROJECT STEWART LLC,**  
a Delaware limited liability company,

By:   
Michael Chaplin, Authorized Signatory

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

I certify that I know or have satisfactory evidence that **Michael Chaplin** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as the Authorized Signatory of **Project Stewart LLC**, a Delaware limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 28th DAY OF May, 2024.

Notary Seal	
Notary Public State of Washington Sheryl Goong Commission No. 175091 Commission Expires 10-28-26	 Notary (print name) <u>SHERYL GOONG</u> Notary Public in and for the State of Washington, residing at <u>SEATTLE, WA</u> My Appointment expires <u>10/28/2026</u>
Please stay within block.	

# EXHIBIT A

## SIDEWALK EASEMENT

THOSE PORTIONS OF LOTS 1 THROUGH 7, BLOCK 54, SECOND ADDITION TO THE TOWN OF SEATTLE AS LAID OF BY THE HEIRS OF SARA A. BELL, (DECEASED) (COMMONLY KNOWN AS HEIRS OF SARA A. BELL'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE), RECORDED IN VOLUME 1 OF PLATS, PAGE 121, RECORDS OF KING COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST MOST NORTH CORNER OF SAID LOT 6, ALSO BEING THE INTERSECTION OF SOUTHWESTERLY MARGIN OF YALE AVENUE AND SOUTH MARGIN OF DENNY WAY; THENCE SOUTH 47°42'17" EAST ALONG SOUTHWESTERLY MARGIN OF YALE AVENUE, A DISTANCE OF 77.44 FEET TO NORTHWEST MARGIN OF STEWART STREET ALSO BEING THE NORTHWEST MARGIN OF CONDEMNATION ORDINANCE 14881;  
THENCE SOUTH 42°16'13" WEST ALONG SAID NORTHWEST MARGIN OF CONDEMNATION ORDINANCE 14881, A DISTANCE OF 119.94 FEET TO THE INTERSECTION OF SAID NORTHWEST MARGIN OF CONDEMNATION ORDINANCE 14881 AND THE NORTHEAST MARGIN OF ALLEY OF SAID BLOCK 54;  
THENCE NORTH 47°42'12" WEST ALONG THE NORTHEAST MARGIN OF SAID ALLEY, A DISTANCE OF 13.78 FEET;  
THENCE DEPARTING THE NORTHEAST MARGIN OF SAID ALLEY, NORTH 42°16'50" EAST, A DISTANCE OF 1.95 FEET;  
THENCE SOUTH 47°43'10" EAST, A DISTANCE OF 6.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 3.48 FEET;  
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°50'55", AN ARC DISTANCE OF 5.45 FEET;  
THENCE NORTH 42°16'54" EAST, A DISTANCE OF 8.29 FEET;  
THENCE NORTH 42°20'12" EAST, A DISTANCE OF 70.69 FEET;  
THENCE NORTH 42°16'50" EAST, A DISTANCE OF 27.15 FEET;  
THENCE NORTH 47°43'10" WEST, A DISTANCE OF 75.90 FEET;  
THENCE NORTH 88°37'29" WEST, A DISTANCE OF 75.68 FEET;  
THENCE NORTH 88°36'32" WEST, A DISTANCE OF 31.79 FEET;  
THENCE NORTH 88°37'12" WEST, A DISTANCE OF 62.79 FEET TO THE NORTHEAST MARGIN OF SAID ALLEY;  
THENCE NORTH 47°42'12" WEST ALONG THE NORTHEAST MARGIN OF SAID ALLEY, A DISTANCE OF 7.41 FEET TO WEST MOST NORTH CORNER OF SAID LOT 6, ALSO BEING THE INTERSECTION OF SOUTH MARGIN OF DENNY WAY AND THE NORTHEAST MARGIN OF SAID ALLEY;  
THENCE SOUTH 88°36'47" EAST ALONG THE SOUTH MARGIN OF DENNY WAY, A DISTANCE OF 183.14 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINING 1,975 SQUARE FEET, MORE OR LESS.

AND;

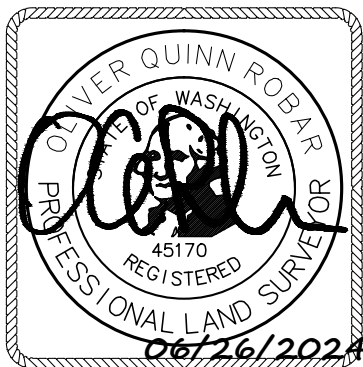
BEGINNING AT THE WEST MOST NORTH CORNER OF SAID LOT 5, ALSO BEING THE INTERSECTION OF SOUTH MARGIN OF DENNY WAY AND SOUTHEASTERLY MARGIN OF VIRGINIA STREET; THENCE SOUTH 88°36'47" EAST ALONG SAID SOUTH MARGIN

## EXHIBIT A (CONTINUED)

OF DENNY WAY, A DISTANCE OF 156.86 FEET TO THE SOUTHWEST MARGIN OF ALLEY OF SAID BLOCK 54;  
THENCE SOUTH 47°42'12" EAST ALONG SOUTHWEST MARGIN OF SAID ALLEY, A DISTANCE OF 7.42 FEET;  
THENCE NORTH 88°37'12" WEST, A DISTANCE OF 155.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 7.67 FEET;  
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 139°05'58", AN ARC DISTANCE OF 18.61 FEET;  
THENCE SOUTH 47°43'10" EAST, A DISTANCE OF 113.31 FEET;  
THENCE SOUTH 39°30'42" EAST, A DISTANCE OF 7.05 FEET;  
THENCE SOUTH 47°43'16" EAST, A DISTANCE OF 217.18 FEET;  
THENCE NORTH 42°16'51" EAST, A DISTANCE OF 100.99 FEET;  
THENCE NORTH 48°31'20" WEST, A DISTANCE OF 11.89 FEET;  
THENCE NORTH 42°16'50" EAST, A DISTANCE OF 15.29 FEET TO THE SOUTHWEST MARGIN OF SAID ALLEY;  
THENCE SOUTH 47°42'12" EAST ALONG THE SOUTHWEST MARGIN OF SAID ALLEY, A DISTANCE OF 13.79 FEET TO INTERSECTION OF THE SOUTHWEST MARGIN OF SAID ALLEY AND NORTHWEST MARGIN OF STEWART STREET, ALSO BEING THE NORTHWEST MARGIN OF CONDEMNATION ORDINANCE 14881;  
THENCE SOUTH 42°16'13" WEST ALONG THE NORTHWEST MARGIN OF CONDEMNATION ORDINANCE 14881, A DISTANCE OF 119.95 FEET TO THE NORTHEAST MARGIN OF MINOR AVENUE;  
THENCE NORTH 47°42'46" WEST ALONG THE NORTHEAST MARGIN OF MINOR AVENUE, A DISTANCE OF 352.93 FEET TO THE INTERSECTION OF THE NORTHEAST MARGIN OF MINOR AVENUE AND SOUTHEAST MARGIN OF VIRGINIA STREET;  
THENCE NORTH 42°09'22" EAST ALONG THE SOUTHEAST MARGIN OF VIRGINIA STREET, A DISTANCE OF 17.28 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINING 2,729 SQUARE FEET, MORE OR LESS.

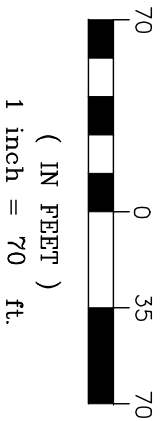
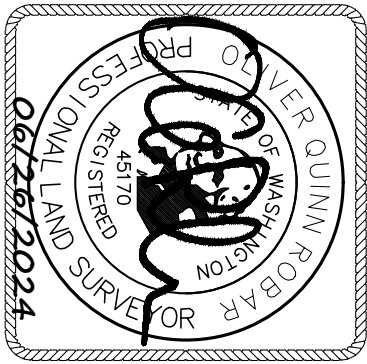
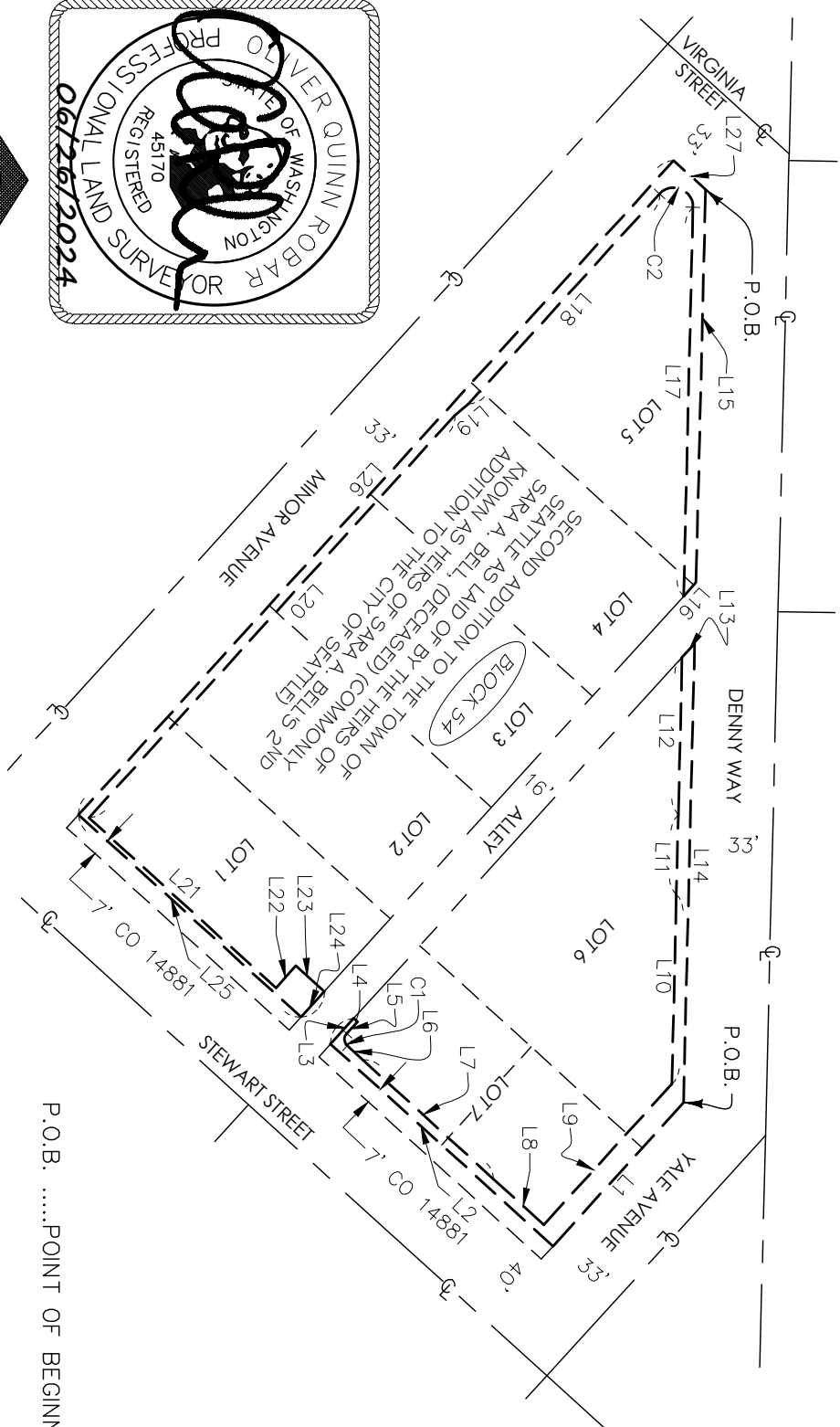
SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.



WESTBANK  
OLIVER Q. ROBAR, P.L.S. NO. 45170  
BRH JOB NO. 2015164.07  
JUNE 26, 2024

BUSH, ROED & HITCHINGS, inc.  
15400 SE 30<sup>TH</sup> PL, SUITE 100  
BELLEVUE, WA 98007  
(206) 323-4144

SW 1/4, SECTION 29 & NW 1/4, SECTION 32, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.



PAGE 1 OF 2

SIDEWALK EASEMENT EXHIBIT  
1200 STEWART  
WESTBANK  
SEATTLE KING COUNTY WA

**BUSH, ROED & HITCHINGS, INC.**  
LAND SURVEYORS & CIVIL ENGINEERS  
15400 SE 30TH PL, STE 100  
BELLEVUE, Washington  
98007-6546  
(206) 323-4144  
6/26/24  
2015164.07

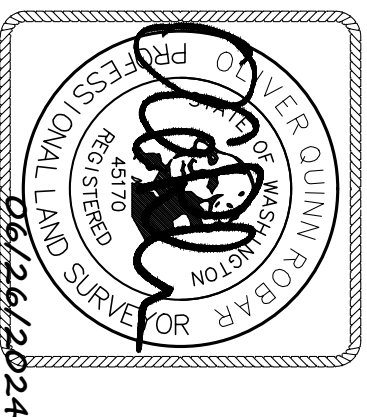


SW 1/4, SECTION 29 & NW 1/4, SECTION 32, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.

Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	S47°42'17"E	77.44	L15	S88°36'47"E	156.86
L2	S42°16'13"W	119.94	L16	S47°42'12"E	7.42
L3	N47°42'12"W	13.78	L17	N88°37'12"W	155.35
L4	N42°16'50"E	1.95	L18	S47°43'10"E	113.31
L5	S47°43'10"E	6.35	L19	S39°30'42"E	7.05
L6	N42°16'54"E	8.29	L20	S47°43'16"E	217.18
L7	N42°20'12"E	70.69	L21	N42°16'51"E	100.99
L8	N42°16'50"E	27.15	L22	N48°31'20"W	11.89
L9	N47°43'10"W	75.90	L23	N42°16'50"E	15.29
L10	N88°37'29"W	75.68	L24	S47°42'12"E	13.79
L11	N88°36'32"W	31.79	L25	S42°16'13"W	119.95
L12	N88°37'12"W	62.79	L26	N47°42'46"W	352.93
L13	N47°42'12"W	7.41	L27	N42°09'22"E	17.28
L14	S88°36'47"E	183.14			

Curve Table			
Curve #	Radius	Delta	Length
C1	3.48	89°50'55"	5.45

Curve Table			
Curve #	Radius	Delta	Length
C2	7.67	139°05'58"	18.61



PAGE 2 OF 2

SIDEWALK EASEMENT EXHIBIT  
1200 STEWART  
WESTBANK  
SEATTLE KING COUNTY WA

**BUSH, ROED & HITCHINGS, INC.**  
LAND SURVEYORS & CIVIL ENGINEERS  
15400 SE 30TH PL, STE 100  
BELLEVUE, Washington 98007-6546  
(206) 323-4144  
6/26/24  
2015164.07

## **SUBORDINATION AGREEMENT**

The undersigned, **Otéra Capital Investments XII Inc.**, a Quebec corporation, as Beneficiary under that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated January 15, 2019, recorded under King County Recording Number 20190115001757, as modified by the Memorandum of Loan Modification, dated June 9, 2023, recorded under King County Recording Number 20230609000622 ("Deed of Trust"), which Deed of Trust encumbers the same real property described in this grant of easement, does hereby join and consent to the execution of this grant of easement by **Project Stewart LLC**, a Delaware limited liability company, as legally described herein to The City of Seattle. The undersigned further agrees that the lien of charge of the Deed of Trust will be and it is hereby subordinated to this grant of easement.


DATED THIS 5<sup>TH</sup> DAY OF JUNE, 2024.

### **BENEFICIARY:**

**Otéra Capital Investments XII Inc.**, a Quebec corporation  
By: 

Print Name: LEONARD DAMIANI

Title: AUTHORIZED SIGNATORY

By: 

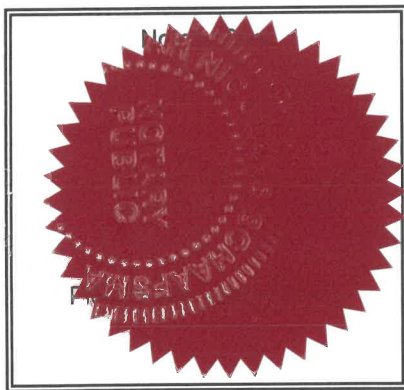
Print Name: JOHN LYNE

Title: AUTHORIZED SIGNATORY

STATE/PROVINCE OF Ontario )  
 ) ss.  
COUNTY/CITY OF Toronto )

I certify that I know or have satisfactory evidence that John Lyne  
is the person who appeared before me and said person acknowledged that he/she  
signed this instrument, on oath stated that he/she was authorized to execute this  
instrument as the Authorized Signatory of **Otera Capital Investments XII Inc.**  
a Quebec corporation, and acknowledged it to be the free and voluntary act of  
such party for the use and purpose mentioned in this instrument.

DATED: June 5<sup>th</sup>, 2024.

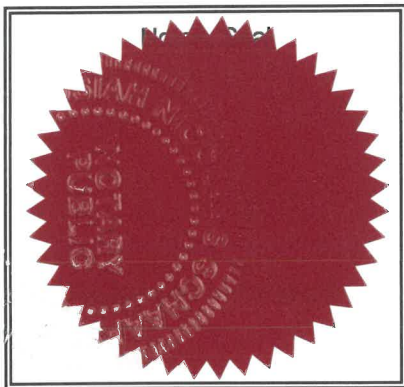


Joseph Nicholas Schachman  
Notary (print name) Joseph Nicholas Schachman  
Notary Public in and for the State/Province of  
Ontario  
residing at Toronto  
My Appointment expires N/A

STATE/PROVINCE OF Ontario )  
COUNTY/CITY OF Toronto ) ss.

I certify that I know or have satisfactory evidence that Leonard Damiani is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument as the Authorized Signatory of **Otéra Capital Investments XII Inc.** a Quebec corporation, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: June 5<sup>th</sup>, 2024.



Josiah Schaafsma  
Notary (print name) Josiah Nicholas Schaafsma  
Notary Public in and for the State/Province of  
Ontario  
residing at Toronto  
My Appointment expires N/A

### ***SUBORDINATION AGREEMENT***

The undersigned, **Trader Joe's Company**, a California corporation, as Tenant under that certain unrecorded Lease, dated September 29, 2017, between Tenant and **Project Stewart LLC**, a Delaware limited Liability company, as Landlord ("Lease"), which Lease encumbers the same real property described in this grant of easement, does hereby join and consent to the execution of this grant of easement by the Landlord, as legally described herein to The City of Seattle. The undersigned further agrees that all terms and conditions of the Lease will be and are hereby subordinated to this grant of easement.

DATED THIS 16<sup>th</sup> DAY OF May, 2024.

#### **TENANT:**

**Trader Joe's Company,**

A California corporation

By: 

Print Name: Mitch Nader

Title: CEO

*\* Certificate Statement Attached*

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

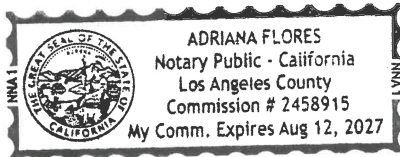
State of California }

County of Los Angeles

On May 16, 2024 before me, Adriana Flores Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Mitchell Nadler  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Adriana Flores  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Easement for Public Sidewalk

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

### ***SUBORDINATION AGREEMENT***

The undersigned, **HOB Seattle Corp.**, a Delaware corporation, as Tenant under that certain unrecorded Lease, dated January 22, 2020, between Tenant and **Project Stewart LLC**, a Delaware limited Liability company, as Landlord ("Lease"), which Lease encumbers the same real property described in this grant of easement, does hereby join and consent to the execution of this grant of easement by the Landlord as legally described herein to The City of Seattle. The undersigned further agrees that all terms and conditions of the Lease will be and are hereby subordinated to this grant of easement.

DATED THIS 20<sup>th</sup> DAY OF June, 2024.

#### **TENANT:**

**HOB Seattle Corp.,**

A Delaware corporation

By:  \_\_\_\_\_

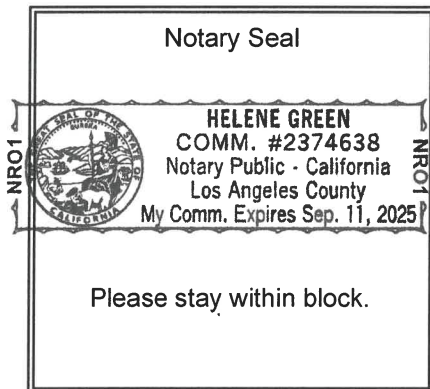
Print Name: Michael Rowles

Title: President

STATE OF California )  
 ) ss.  
COUNTY OF Los Angeles )

I certify that I know or have satisfactory evidence that Michael Powles  
is the person who appeared before me and said person acknowledged that he/she  
signed this instrument, on oath stated that he/she was authorized to execute this  
instrument as the President of **HOB Seattle Corp.**, a  
Delaware corporation, and acknowledged it to be the free and voluntary act of such  
party for the use and purpose mentioned in this instrument.

DATED: June 20, 2024.



Helene Green  
Notary (print name) Helene Green  
Notary Public in and for the State of California,  
residing at Beverly Hills, California  
My Appointment expires 9-11-25



Record Date:6/24/2024 11:05 AM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY HOLLY FERGUSON, DEPUTY

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

### **EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned: none  
Grantor: ..... Project Stewart LLC, a Delaware limited liability company  
Grantee: ..... The City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abbreviated): ..... Portion of Lots 1 through 7, Block 54, Bell, Heirs of S.A., 2<sup>nd</sup> Addition,  
Vol. 1, PP 121  
Assessor's Tax Parcel ID#: ..... Portion of 066000-2264, 066000-2280, 066000-2285, 066000-2290,  
066000-2295, 066000-2300, and 066000-2305

RWT2022-52

GRANTOR, **PROJECT STEWART LLC**, a Delaware limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBIT A ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

The Grantor shall indemnify, defend, protect, hold harmless, and release The City of Seattle from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, any judgments or liens recorded against the property legally described in Exhibit A attached hereto up to and including the date this instrument is recorded.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 18 DAY OF MAY, 2024.


**PROJECT STEWART LLC,**  
a Delaware limited liability company,

By:   
Michael Chaplin, Authorized Signatory

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Michael Chaplin** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as the Authorized Signatory of **Project Stewart LLC**, a Delaware limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 28th DAY OF May, 2024.

Notary Seal	
Notary Public State of Washington Sheryl Goong Commission No. 175091 Commission Expires 10-28-26	 Notary (print name) <u>SHERYL GOONG</u> Notary Public in and for the State of Washington, residing at <u>SEATTLE, WA</u> My Appointment expires <u>10/28/2026</u>
Please stay within block.	

## EXHIBIT A

### SIDEWALK EASEMENT

THOSE PORTIONS OF LOTS 1 THROUGH 7, BLOCK 54, SECOND ADDITION TO THE TOWN OF SEATTLE AS LAID OF BY THE HEIRS OF SARA A. BELL, (DECEASED) (COMMONLY KNOWN AS HEIRS OF SARA A. BELL'S 2<sup>ND</sup> ADDITION TO THE CITY OF SEATTLE), RECORDED IN VOLUME 1 OF PLATS, PAGE 121, RECORDS OF KING COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST MOST NORTH CORNER OF SAID LOT 6, ALSO BEING THE INTERSECTION OF SOUTHWESTERLY MARGIN OF YALE AVENUE AND SOUTH MARGIN OF DENNY WAY; THENCE SOUTH 47°42'17" EAST ALONG SOUTHWESTERLY MARGIN OF YALE AVENUE, A DISTANCE OF 77.44 FEET TO NORTHWEST MARGIN OF STEWART STREET ALSO BEING THE NORTHWEST MARGIN OF CONDEMNATION ORDINANCE 14881;  
THENCE SOUTH 42°16'13" WEST ALONG SAID NORTHWEST MARGIN OF CONDEMNATION ORDINANCE 14881, A DISTANCE OF 119.94 FEET TO THE INTERSECTION OF SAID NORTHWEST MARGIN OF CONDEMNATION ORDINANCE 14881 AND THE NORTHEAST MARGIN OF ALLEY OF SAID BLOCK 54;  
THENCE NORTH 47°42'12" WEST ALONG THE NORTHEAST MARGIN OF SAID ALLEY, A DISTANCE OF 13.78 FEET;  
THENCE DEPARTING THE NORTHEAST MARGIN OF SAID ALLEY, NORTH 42°16'50" EAST, A DISTANCE OF 1.95 FEET;  
THENCE SOUTH 47°43'10" EAST, A DISTANCE OF 6.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 3.48 FEET;  
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°50'55", AN ARC DISTANCE OF 5.45 FEET;  
THENCE NORTH 42°16'54" EAST, A DISTANCE OF 8.29 FEET;  
THENCE NORTH 42°26'50" EAST, A DISTANCE OF 20.89 FEET;  
THENCE NORTH 47°43'10" WEST, A DISTANCE OF 75.90 FEET;  
THENCE NORTH 88°37'29" WEST, A DISTANCE OF 75.68 FEET;  
THENCE NORTH 88°36'32" WEST, A DISTANCE OF 31.79 FEET;  
THENCE NORTH 88°37'12" WEST, A DISTANCE OF 62.79 FEET TO THE NORTHEAST MARGIN OF SAID ALLEY;  
THENCE NORTH 47°42'12" WEST ALONG THE NORTHEAST MARGIN OF SAID ALLEY, A DISTANCE OF 7.41 FEET TO WEST MOST NORTH CORNER OF SAID LOT 6, ALSO BEING THE INTERSECTION OF SOUTH MARGIN OF DENNY WAY AND THE NORTHEAST MARGIN OF SAID ALLEY;  
THENCE SOUTH 88°36'47" EAST ALONG THE SOUTH MARGIN OF DENNY WAY, A DISTANCE OF 183.14 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINING 1,975 SQUARE FEET, MORE OR LESS.

AND;

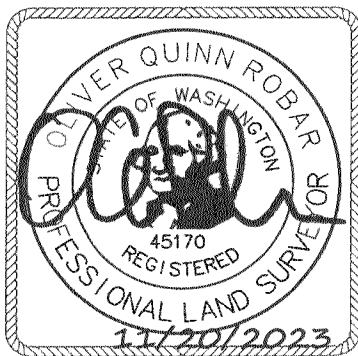
BEGINNING AT THE WEST MOST NORTH CORNER OF SAID LOT 5, ALSO BEING THE INTERSECTION OF SOUTH MARGIN OF DENNY WAY AND SOUTHEASTERLY MARGIN OF VIRGINIA STREET; THENCE SOUTH 88°36'47" EAST ALONG SAID SOUTH MARGIN

## EXHIBIT A (CONTINUED)

OF DENNY WAY, A DISTANCE OF 156.86 FEET TO THE SOUTHWEST MARGIN OF ALLEY OF SAID BLOCK 54;  
THENCE SOUTH 47°42'12" EAST ALONG SOUTHWEST MARGIN OF SAID ALLEY, A DISTANCE OF 7.42 FEET;  
THENCE NORTH 88°37'12" WEST, A DISTANCE OF 155.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 7.67 FEET;  
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 139°05'58", AN ARC DISTANCE OF 18.61 FEET;  
THENCE SOUTH 47°43'10" EAST, A DISTANCE OF 113.31 FEET;  
THENCE SOUTH 39°30'42" EAST, A DISTANCE OF 7.05 FEET;  
THENCE SOUTH 47°43'16" EAST, A DISTANCE OF 217.18 FEET;  
THENCE NORTH 42°16'51" EAST, A DISTANCE OF 100.99 FEET;  
THENCE NORTH 48°31'20" WEST, A DISTANCE OF 11.89 FEET;  
THENCE NORTH 42°16'50" EAST, A DISTANCE OF 15.29 FEET TO THE SOUTHWEST MARGIN OF SAID ALLEY;  
THENCE SOUTH 47°42'12" EAST ALONG THE SOUTHWEST MARGIN OF SAID ALLEY, A DISTANCE OF 13.79 FEET TO INTERSECTION OF THE SOUTHWEST MARGIN OF SAID ALLEY AND NORTHWEST MARGIN OF STEWART STREET, ALSO BEING THE NORTHWEST MARGIN OF CONDEMNATION ORDINANCE 14881;  
THENCE SOUTH 42°16'13" WEST ALONG THE NORTHWEST MARGIN OF CONDEMNATION ORDINANCE 14881, A DISTANCE OF 119.95 FEET TO THE NORTHEAST MARGIN OF MINOR AVENUE;  
THENCE NORTH 47°42'46" WEST ALONG THE NORTHEAST MARGIN OF MINOR AVENUE, A DISTANCE OF 352.93 FEET TO THE INTERSECTION OF THE NORTHEAST MARGIN OF MINOR AVENUE AND SOUTHEAST MARGIN OF VIRGINIA STREET;  
THENCE NORTH 42°09'22" EAST ALONG THE SOUTHEAST MARGIN OF VIRGINIA STREET, A DISTANCE OF 17.28 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINING 2,729 SQUARE FEET, MORE OR LESS.

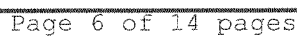
SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.



WESTBANK  
OLIVER Q. ROBAR, P.L.S. NO. 45170  
BRH JOB NO. 2015164.07  
November 20, 2023

BUSH, ROED & HITCHINGS, inc.  
15400 SE 30<sup>TH</sup> PL, SUITE 100  
BELLEVUE, WA 98007  
(206) 323-4144





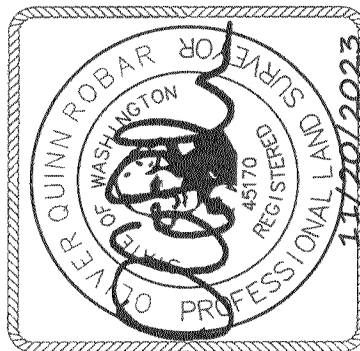
SW 1/4, SECTION 29 & NW 1/4, SECTION 32, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.

Line Table		
Line #	Direction	Length
L1	S47°42'17"E	77.44
L2	S42°16'13"W	119.94
L3	N47°42'12"W	13.78
L4	N42°16'50"E	1.95
L5	S47°43'10"E	6.35
L6	N42°16'54"E	8.29
L7	N42°20'12"E	70.69
L8	N42°16'50"E	27.15
L9	N47°43'10"W	75.90
L10	N88°37'29"W	75.68
L11	N88°36'32"W	31.79
L12	N88°37'12"W	62.79
L13	N47°42'12"W	7.41
L14	S88°36'47"E	183.14

Line Table		
Line #	Direction	Length
L15	S88°36'47"E	156.86
L16	S47°42'12"E	7.42
L17	N88°37'12"W	155.35
L18	S47°43'10"E	113.31
L19	S39°30'42"E	7.05
L20	S47°43'16"E	217.18
L21	N42°16'51"E	100.99
L22	N48°31'20"W	11.89
L23	N42°16'50"E	15.29
L24	S47°42'12"E	13.79
L25	S42°16'13"W	119.95
L26	N47°42'46"W	352.93
L27	N42°09'22"E	17.28


Curve Table			
Curve #	Radius	Delta	Length
C1	3.48	89°50'55"	5.45

Curve Table			
Curve #	Radius	Delta	Length
C2	7.67	139°05'58"	18.61



PAGE 2 OF 2

SIDEWALK EASEMENT EXHIBIT  
1200 STEWART  
WESTBANK  
SEATTLE KING COUNTY WA

 **BUSH, ROED & HITCHINGS, INC.**  
LAND SURVEYORS & CIVIL ENGINEERS  
15400 SE 30TH PL, STE 100 (206) 323-4144  
BELLEVUE, Washington 9/21/22  
98007-6546 2015164.07

### SUBORDINATION AGREEMENT

The undersigned, **Otéra Capital Investments XII Inc.**, a Quebec corporation, as Beneficiary under that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated January 15, 2019, recorded under King County Recording Number 20190115001757, as modified by the Memorandum of Loan Modification, dated June 9, 2023, recorded under King County Recording Number 20230609000622 ("Deed of Trust"), which Deed of Trust encumbers the same real property described in this grant of easement, does hereby join and consent to the execution of this grant of easement by **Project Stewart LLC**, a Delaware limited liability company, as legally described herein to The City of Seattle. The undersigned further agrees that the lien of charge of the Deed of Trust will be and it is hereby subordinated to this grant of easement.

DATED THIS 5<sup>TH</sup> DAY OF JUNE, 2024.

#### BENEFICIARY:

**Otéra Capital Investments XII Inc.**, a Quebec corporation

By: [Signature]

Print Name: LEONARD DAMJANI

Title: AUTHORIZED SIGNATORY

By: [Signature]

Print Name: JOHIO LYNE

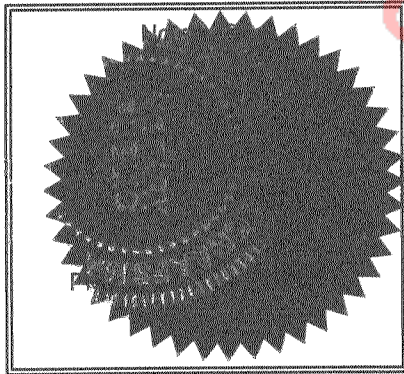
Title: AUTHORIZED SIGNATORY



STATE/PROVINCE OF Ontario)  
COUNTY/CITY OF Toronto) ss.

I certify that I know or have satisfactory evidence that John Lyne  
is the person who appeared before me and said person acknowledged that he/she  
signed this instrument, on oath stated that he/she was authorized to execute this  
instrument as the Authorized Signatory of **Otéra Capital Investments XII Inc.**  
a Quebec corporation, and acknowledged it to be the free and voluntary act of  
such party for the use and purpose mentioned in this instrument.

DATED: June 5<sup>th</sup>, 2024.

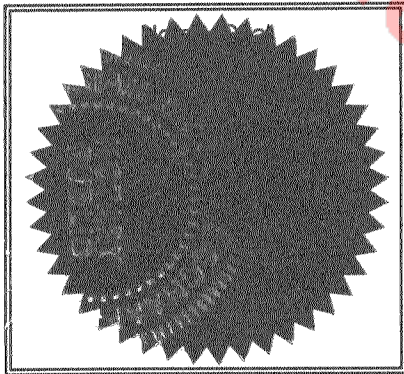


Josiah Schachman  
Notary (print name) Josiah Nicholas Schachman  
Notary Public in and for the State/Province of  
Ontario  
residing at Toronto  
My Appointment expires N/A

STATE/PROVINCE OF Ontario )  
COUNTY/CITY OF Toronto ) ss.

I certify that I know or have satisfactory evidence that Leonard Damiani is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument as the Authorized Signatory of **Otera Capital Investments XII Inc.** a Quebec corporation, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: June 5<sup>th</sup>, 2024.



Joseph Nicholas Schaafsma  
Notary (print name) Joseph Nicholas Schaafsma  
Notary Public in and for the State/Province of Ontario  
residing at Toronto  
My Appointment expires N/A

**SUBORDINATION AGREEMENT**

The undersigned, **Trader Joe's Company**, a California corporation, as Tenant under that certain unrecorded Lease, dated September 29, 2017, between Tenant and **Project Stewart LLC**, a Delaware limited Liability company, as Landlord ("Lease"), which Lease encumbers the same real property described in this grant of easement, does hereby join and consent to the execution of this grant of easement by the Landlord, as legally described herein to The City of Seattle. The undersigned further agrees that all terms and conditions of the Lease will be and are hereby subordinated to this grant of easement.

DATED THIS 16<sup>th</sup> DAY OF May, 2024.

**TENANT:**

**Trader Joe's Company,**

A California corporation

By: [Signature]

Print Name: Mitch Nader

Title: CEO

\* Certificate Statement Attached

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

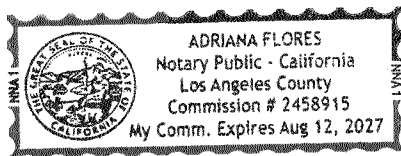
State of California

County of Los Angeles

On May 16, 2024 before me, Adriana Flores Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Mitchell Nadler  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Easement for Public Sidewalk

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**SUBORDINATION AGREEMENT**

The undersigned, **HOB Seattle Corp.**, a Delaware corporation, as Tenant under that certain unrecorded Lease, dated January 22, 2020, between Tenant and **Project Stewart LLC**, a Delaware limited Liability company, as Landlord ("Lease"), which Lease encumbers the same real property described in this grant of easement, does hereby join and consent to the execution of this grant of easement by the Landlord as legally described herein to The City of Seattle. The undersigned further agrees that all terms and conditions of the Lease will be and are hereby subordinated to this grant of easement.

DATED THIS 20<sup>th</sup> DAY OF June, 2024.

**TENANT:**

**HOB Seattle Corp.,**

A Delaware corporation

By: 

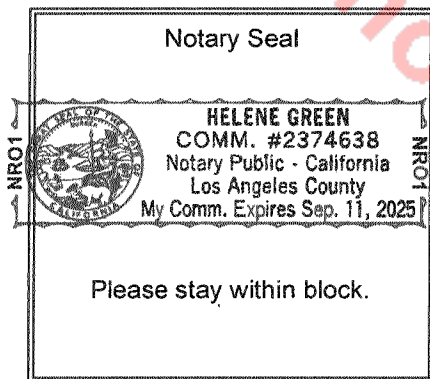
Print Name: Michael Rowles

Title: President

STATE OF California )  
 ) ss.  
COUNTY OF Los Angeles )

I certify that I know or have satisfactory evidence that Michael Powles  
is the person who appeared before me and said person acknowledged that he/she  
signed this instrument, on oath stated that he/she was authorized to execute this  
instrument as the President of **HOB Seattle Corp.**, a  
Delaware corporation, and acknowledged it to be the free and voluntary act of such  
party for the use and purpose mentioned in this instrument.

DATED: June 20, 2024.



Helene Green  
Notary (print name) Helene Green  
Notary Public in and for the State of California,  
residing at Beverly Hills, California  
My Appointment expires 9-11-25



Record Date: 7/25/2024 11:33 AM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY BENJAMIN WARREN, DEPUTY

WHEN RECORDED RETURN TO:

City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

---

### EASEMENT FOR PUBLIC SIDEWALK

Reference numbers of related documents: N/A

Grantors: Virginia Street Joint Venture LLC, a Delaware limited liability company, First Light Master Condominium Unit Owners Association, a Washington nonprofit corporation, First Light Parkade Association, a Washington nonprofit corporation, and First Light Residential Association, a Washington nonprofit corporation

Grantee: The City of Seattle, a municipal corporation of the State of Washington

**Legal Description:**

1. Abbreviated form: Portion of First Light, a Master Condominium, according to the Declaration, recorded in Vol. 331 of Condominiums, pages 1 through 8 under Recording No. 20220330000230, and First Light Parkade Condominium, a condominium according to the Declaration, recorded in Vol. 331 of Condominiums, pages 9 through 22 under Recording No. 20220330000231 (previously known as Lots 8, 9, and 12, Block 49, Denny, A.A., 6th Addition, Vol. 1, pp 99).
2. Full legal description is on page 8 and 9 of document

Assessor's Property Tax Parcel/Account Numbers: Portion of 256075-0000, 256075-0010, 256075-0030, and 256076-0000

Non Standard Fee \$50.00

**By signing below, you agree to pay the \$50.00 non standard fee.**

I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original documents.



Russel Robertson, Attorney

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

**EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned: none  
Grantors: .....Virginia Street Joint Venture LLC, a Delaware limited liability company,  
First Light Master Condominium Unit Owners Association, a Washington  
nonprofit corporation, First Light Parkade Association, a Washington  
nonprofit corporation, and First Light Residential Association, a  
Washington nonprofit corporation  
Grantee: .....The City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abbreviated): .....Portion of First Light, a Master Condominium, according to the  
Declaration, recorded in Vol. 331 of Condominiums, pages 1 through 8  
under Recording No, 20220330000230, and First Light Parkade  
Condominium, a condominium according to the Declaration, recorded in  
Vol. 331 of Condominiums, pages 9 through 22 under Recording No,  
20220330000231 (previously known as Lots 8, 9, and 12, Block 49,  
Denny, A.A., 6<sup>th</sup> Addition, Vol, 1, pp 99)  
Assessor's Tax Parcel ID#: .....Portion of 256075-0000, 256075-0010, 256075-0030, and 256076-0000  
RW T2022-54

GRANTORS, **VIRGINIA STREET JOINT VENTURE LLC**, a Delaware limited liability company, **FIRST LIGHT MASTER CONDOMINIUM UNIT OWNERS ASSOCIATION**, a Washington nonprofit corporation, **FIRST LIGHT PARKADE ASSOCIATION**, a Washington nonprofit corporation, and **FIRST LIGHT RESIDENTIAL ASSOCIATION**, a Washington nonprofit corporation, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, subject to matters of record and matters that would have been disclosed by an accurate ALTA/NSPS land title survey dated June 10, 2024, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

Page 1 of 13 pages  
Parcel Numbers 256075-0000,  
256075-0010, 256075-0030, and  
256076-0000



SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantors shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

Each of the Grantors signing below, warrant and represent that they have the legal power, right, and authority to convey the easement contemplated in this document and to consummate the transaction contemplated hereby in its entirety.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 18th DAY OF July, 2024.

DATED THIS 18 DAY OF July, 2024.

**VIRGINIA STREET JOINT VENTURE LLC,**  
a Delaware limited liability company,

By: Third and Virginia Holdings, LLC,  
a Delaware limited liability company,  
Its: Sole Member and Manager

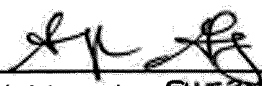
By: Westbank Holdings (US) Ltd.,  
A Washington corporation,  
Its: Sole Member and Manager

By:   
\_\_\_\_\_  
Michael Chaplin, Authorized Signatory

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that **Michael Chaplin** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as the Authorized Signatory of **Westbank Holdings (US) Ltd.**, a Washington corporation, the Sole Member and Manager of **Third and Virginia Holdings LLC**, a Delaware limited liability company, the Sole Member and Manager of **Virginia Street Joint Venture LLC**, a Delaware limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 18 DAY OF JULY, 2024.

<p>Notary Seal Notary Public State of Washington Sheryl Goong Commission No. 175091 Commission Expires 10-28-25</p> <p>Please stay within block.</p>	<p> Notary (print name) <u>SHERYL GOONG</u> Notary Public in and for the State of Washington, residing at <u>SEATTLE</u> My Appointment expires <u>10/28/2026</u></p>
--	---

DATED THIS 18 DAY OF July, 2024.

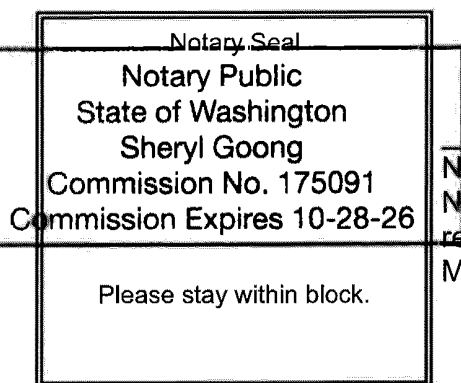
**FIRST LIGHT MASTER CONDOMINIUM UNIT OWNERS ASSOCIATION,**  
a Washington nonprofit corporation,

By: [Signature]  
Michael Chaplin, Vice President

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that **Michael Chaplin** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as the Vice President of **First Light Master Condominium Unit Owners Association**, a Washington nonprofit corporation, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.


DATED THIS 18 DAY OF JULY, 2024.



[Signature]  
Notary (print name) SHERYL GOONG  
Notary Public in and for the State of Washington,  
residing at SEATTLE  
My Appointment expires 10/28/2026

DATED THIS 18 DAY OF JULY, 2024.


**FIRST LIGHT PARKADE ASSOCIATION,**  
a Washington nonprofit corporation,

By:   
Michael Chaplin, Vice President

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that **Michael Chaplin** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as the Vice President of **First Light Parkade Association**, a Washington nonprofit corporation, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 18 DAY OF JULY, 2024.

Notary Seal	
Notary Public State of Washington Sheryl Goong Commission No. 175091 Commission Expires 10-28-26	
Please stay within block.	
	
Notary (print name) <u>SHERYL GOONG</u>	
Notary Public in and for the State of Washington, residing at <u>SEATTLE</u>	
My Appointment expires <u>10/28/2026</u>	

DATED THIS 18 DAY OF JULY, 2024.


**FIRST LIGHT RESIDENTIAL ASSOCIATION,**  
a Washington nonprofit corporation,

By:   
Michael Chaplin, Vice President

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that **Michael Chaplin** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as the Vice President of **First Light Residential Association**, a Washington nonprofit corporation, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 18 DAY OF JULY, 2024.

Notary Seal	
Notary Public	Notary (print name) <u>SHERYL GOONG</u>
State of Washington	Notary Public in and for the State of Washington,
Sheryl Goong	residing at <u>SEATTLE</u>
Commission No. 175091	My Appointment expires <u>10/28/2026</u>
Commission Expires 10-28-26	
Please stay within block.	

## EXHIBIT A

### SIDEWALK EASEMENT LEGAL DESCRIPTION

THE SOUTHEAST TWO (2) FEET OF THE FOLLOWING:

COMMERCIAL UNIT, PARKADE UNIT, AND RESIDENTIAL UNIT OF FIRST LIGHT CONDOMINIUM, AN AIR-SPACE CONDOMINIUM, RECORDED IN VOLUME 331 OF CONDOMINIUMS, PAGES 1-8, UNDER RECORDING NUMBER 20220330000229, IN KING COUNTY, WASHINGTON;

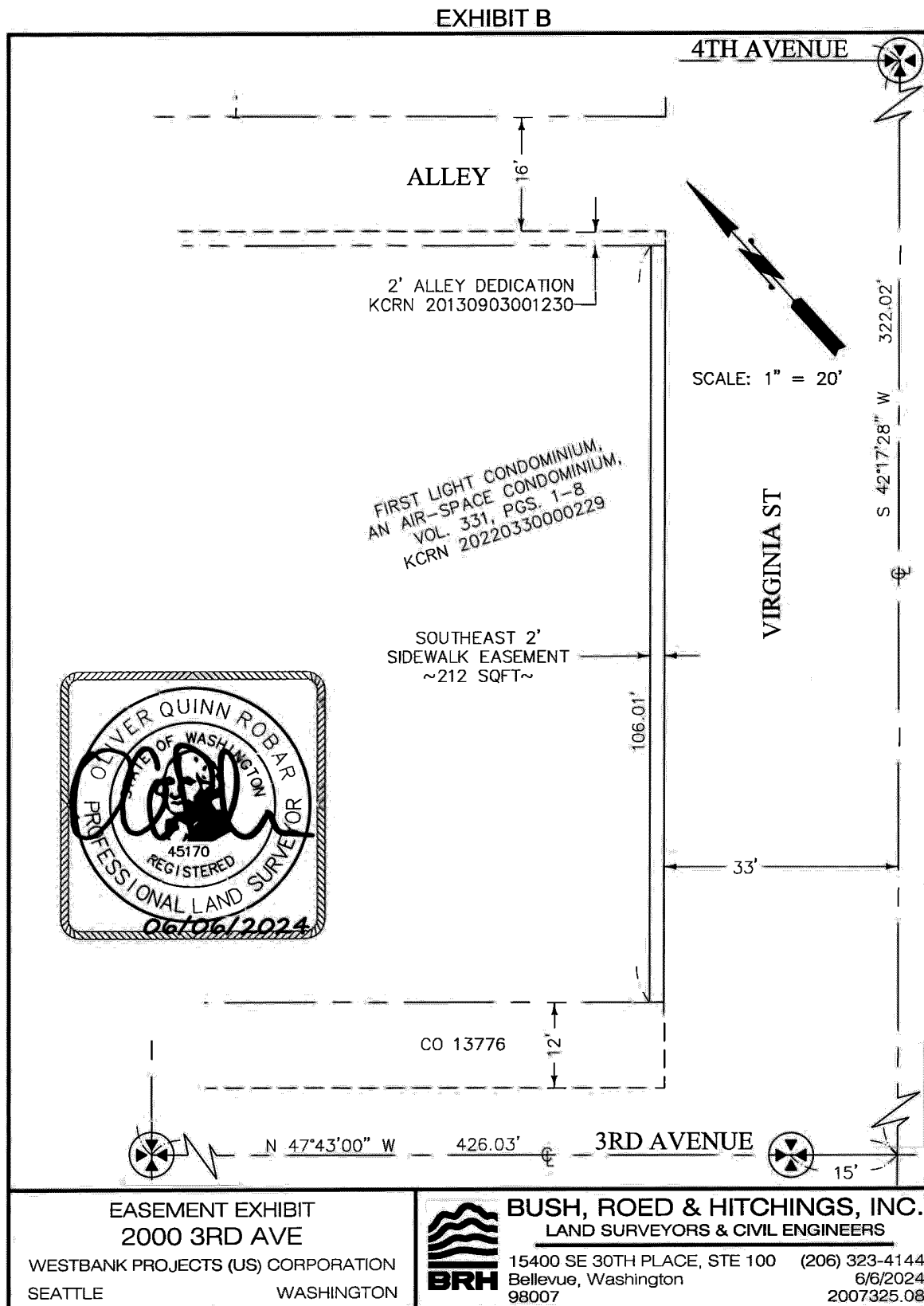
CONTAINING AN AREA OF 212 SQUARE FEET, MORE OR LESS;

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



WESTBANK PROJECTS (US) CORPORATION  
OLIVER Q. ROBAR, P.L.S. NO. 45170  
JOB NO. 2007325.08  
June 6, 2024

BUSH, ROED & HITCHINGS, INC.  
15400 SE 30TH PL, SUITE 100  
BELLEVUE, WA 98007  
(206) 323-4144



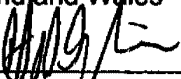


**SUBORDINATION AGREEMENT**

The undersigned, **CIFF Investments LLP**, a limited liability partnership incorporated in England and Wales, as administrative agent and lender, and **TCI REP International ICAV**, an Irish collective asset management vehicle having registration number C149152 and established as an umbrella fund with segregated liability between sub-funds, acting solely in respect of its sub-fund **TCI REP International Fund III** as lender, and each as the initial owners and holders of the Deed of Trust, under King County Recording Number 20191009001095 (Deed of Trust), and the Assignment of Condominium Rights, under King County Recording Number 20191009001596 (Assignment), State of Washington, being on the same property described in favor of **Virginia Street Joint Venture LLC**, a Delaware limited liability company, do hereby consent to the execution of this Easement for Public Sidewalk as legally described herein to The City of Seattle. The undersigned further agrees that the lien of the Deed of Trust and the Assignment is hereby subordinated to this Easement for Public Sidewalk.

DATED THIS 24 DAY OF JULY, 2024.

**CIFF Investments LLP**, a limited liability partnership incorporated  
in England and Wales

By: 

Print Name: HAL LIVINGSTONE

Title: ATTORNEY IN FACT

DATED THIS 24 DAY OF JULY, 2024.

**TCI REP International ICAV**, an Irish collective asset management vehicle  
having registration number C149152 and established as an umbrella fund with  
segregated liability between sub-funds, acting solely in respect of its sub-fund  
TCI REP International Fund III

By: 

Print Name: HAL LIVINGSTONE

Title: ATTORNEY IN FACT

*efo* COUNTRY  
*efo* STATE OF ENGLAND )  
CITY ) ss.  
COUNTY OF LONDON )

I certify that I know or have satisfactory evidence that HAL BURNET LIVINGSTONE is the person who appeared before me and said person acknowledged that he/~~she~~ *efo* signed this instrument, on oath stated that he/~~she~~ *efo* was authorized to execute this instrument as the Attorney-in-Fact of **CIFF Investments LLP**, a limited liability partnership incorporated in England and Wales, as administrative agent, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: 24<sup>th</sup> July, 2024.



A handwritten signature in black ink, appearing to read "Emily Jade Borg", written over a horizontal line.

Notary (print name) EMILY JADE BORG *efo*  
Notary Public in and for the State of London, England, with address *efo*  
residing at Southwest House, 11A Regent St St James's, London SW1Y 4LR  
My Appointment expires with life *efo*



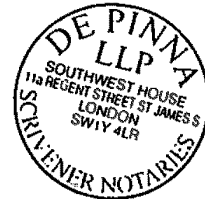
COUNTRY  
STATE OF ENGLAND )  
CITY ) ss.  
COUNTY OF LONDON )

I certify that I know or have satisfactory evidence that HAL BURNET LIVINGSTONE is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument as the Attorney-in-Fact of **TCI REP International ICAV**, an Irish collective asset management vehicle having registration number C149152 and established as an umbrella fund with segregated liability between sub-funds, acting solely in respect of its sub-fund TCI REP International Fund III, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: 24<sup>th</sup> July, 2024.



Notary (print name) EMILY JADE BERG  
Notary Public in and for the State of London, England, with address residing at Southwest House, 11a Regent St St James's, London SW1Y 4LR  
My Appointment expires with life



Record Date: 1/12/2023 8:50 AM

Electronically Recorded King County, WA

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

***EASEMENT FOR PUBLIC SIDEWALK***

Reference #s of Documents Released or Assigned: .none

Grantor: .....EBM RE XI, LLC, a Washington limited liability company

Grantee: .....The City of Seattle, a municipal corporation of the State of Washington

Legal Description (abbreviated): .....Portion of Lots 1 and 2, Block 44, Woodlawn Add., Vol 6, pp 20

Assessor's Tax Parcel ID#: .....Portion of 952810-2095

RW T2022-56

GRANTOR, **EBM RE XI, LLC**, a Washington limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A, B, AND C ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.


The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 16 DAY OF December, 2022.

**EBM RE XI, LLC,**  
a Washington limited liability company,

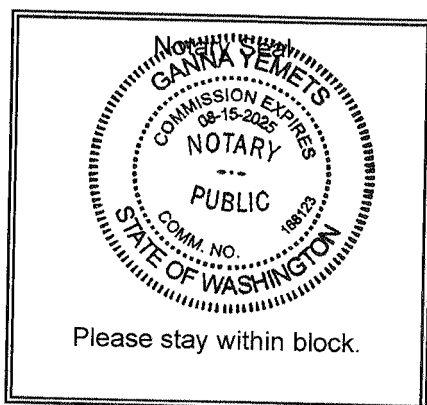
By: EBM Real Estate, LLC,  
a Washington limited liability company,  
Its: Manager


By:   
Vitaliy Gutsalo, Managing Member

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **Vitaliy Gutsalo** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as a Managing Member of **EBM Real Estate, LLC**, a Washington limited liability company, Manager of **ECM RE XI, LLC**, a Washington limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: 12/16, 2022.



  
Notary (print name) Ganna Yemets  
Notary Public in and for the State of Washington,  
residing at Lynnwood  
My Appointment expires 8/15/2025

### **SUBORDINATION AGREEMENT**

The undersigned, **First Fed Bank**, a community bank, as owner and holder of the Construction Deed of Trust, under King County Recording Number 20220902000985 (Deed of Trust), State of Washington, being on the same property described in favor of **EBM RE XI, LLC**, a Washington limited liability company, does hereby join and consent to the execution of this grant of easement as legally described herein to The City of Seattle. The undersigned further agrees that the lien of charge of the Deed of Trust will be and is hereby subordinated to this grant of easement.

DATED THIS 12<sup>th</sup> DAY OF December, 2022.

**First Fed Bank**, a community bank

By: 

Print Name: Livio Perez

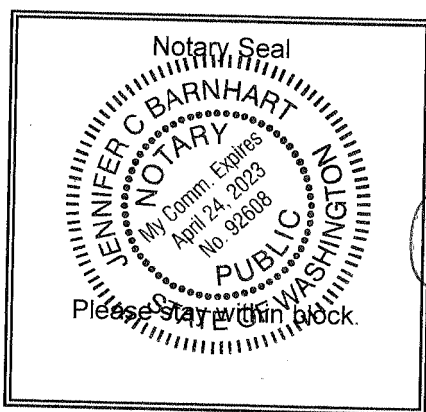
Title: Officer



STATE OF Washington )  
COUNTY OF Whatcom ) ss.

I certify that I know or have satisfactory evidence that Livio Perez  
is the person who appeared before me and said person acknowledged that he/she  
signed this instrument, on oath stated that he/she was authorized to execute this  
instrument as the Officer of **First Fed Bank**, a community bank,  
and acknowledged it to be the free and voluntary act of such party for the use and  
purpose mentioned in this instrument.

DATED: December 12th, 2022.



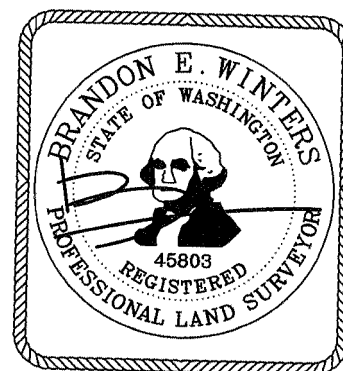
Jennifer C Barnhart  
Notary (print name) Jennifer C Barnhart  
Notary Public in and for the State of Washington  
residing at Bellingham  
My Appointment expires 4/24/23

## EXHIBIT A

### DEDICATION DESCRIPTION

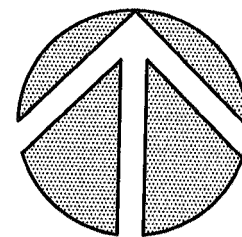
THE NORTH 1.00 FT. OF LOTS 1 AND 2, BLOCK 44, WOODLAWN  
ADDITION TO GREENLAKE, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 6 OF PLATS, PAGE 20, RECORDS OF KING  
COUNTY, WA.

Page 6 of 8 pages



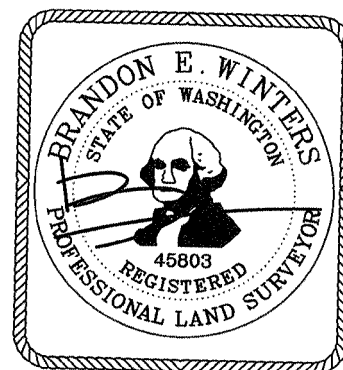
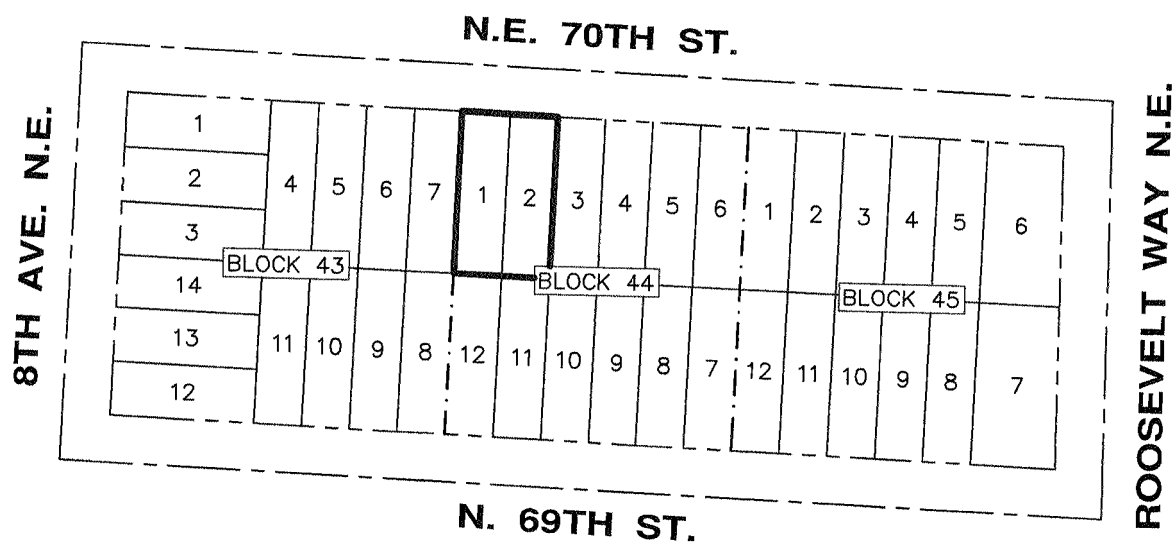
DATE: 11/8/22

## EXHIBIT B



**NORTH**

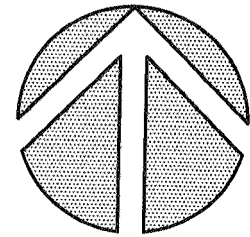
(NOT TO SCALE)



DATE: 11/8/22

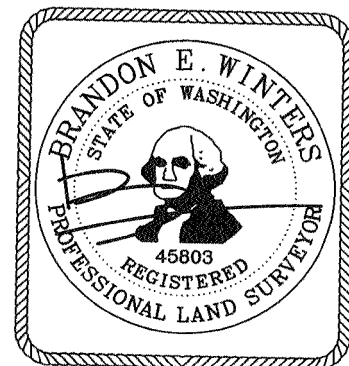
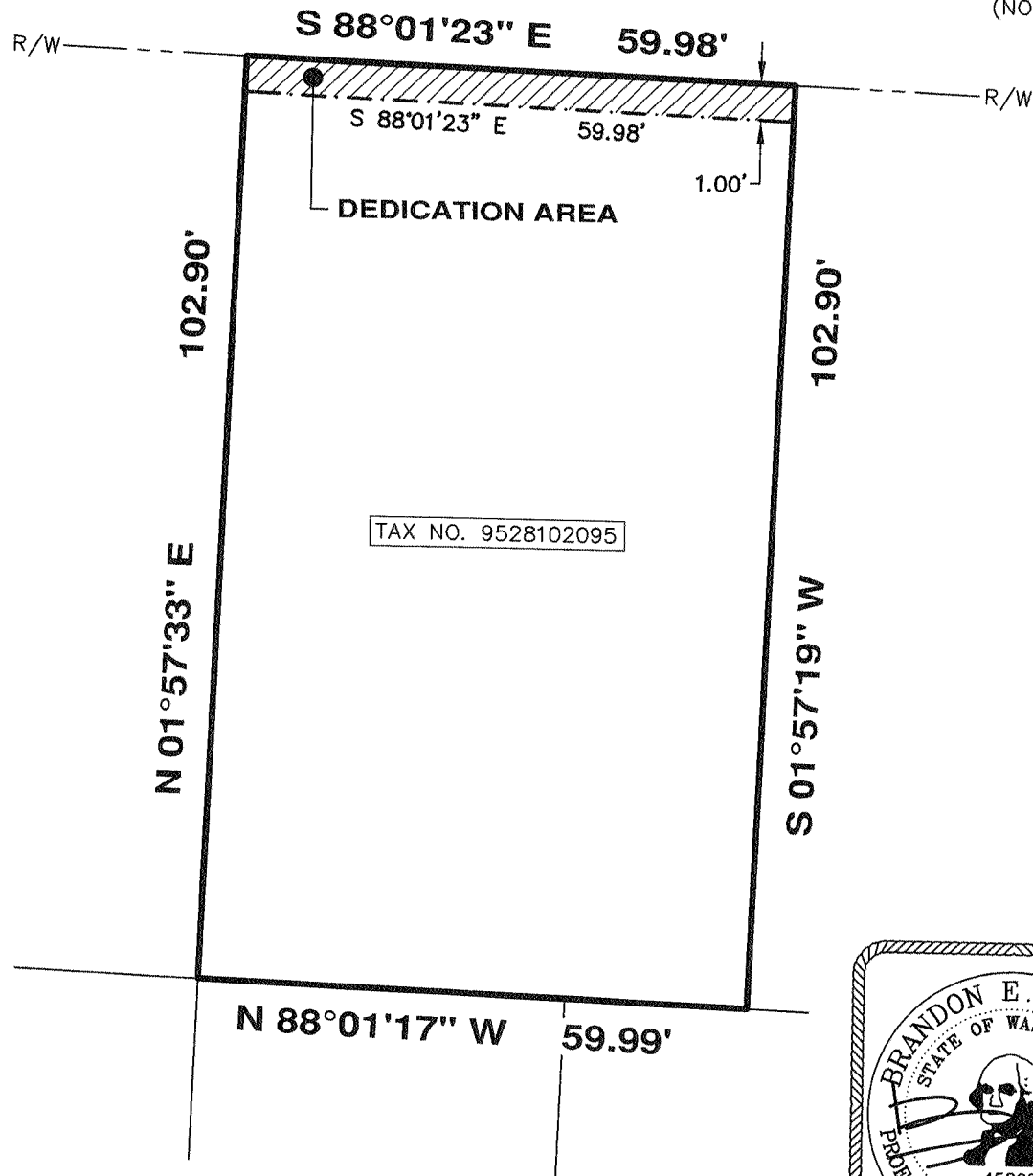
## EXHIBIT C

### N.E. 70TH ST.



NORTH

(NOT TO SCALE)



DATE: 11/8/22

Record Date:7/13/2023 9:34 AM

King County, WA EXCISE TAX NOT REQUIRED BY PRISCILLA HARPER, DEPUTY



**20230713000382**

EASEMENT Rec: \$211.50  
7/13/2023 9:34 AM  
KING COUNTY, WA

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

### **EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned: none

Grantor: .....4001 S Willow QOZB, LLC, a Washington limited liability company

Grantee: .....The City of Seattle, a municipal corporation of the State of Washington

Legal Description (abbreviated): .....Portion of Lot 14, Block 15, Hillman City Add., Div. No. 6, Vol. 11, pp 23

Assessor's Tax Parcel ID#: ..... Portion of 333300-2950, 333300-2951, and 333300-2952

RW T2022-60

GRANTOR, **4001 S Willow QOZB, LLC**, a Washington limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

Page 1 of 8 pages


Parcel Numbers 333300-2950,  
333300-2951, and 333300-2952

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 10th DAY OF June, 2023.

**4001 S WILLOW QOZB, LLC,**  
a Washington limited liability company,

By: OZ Navigator, LLC,  
a Washington limited liability company,  
Its: Sole Member and Manager

By:   
Bradley A. Padden, Manager

Dated: 6/16/23

By: \_\_\_\_\_  
Peter A. Nitze, Manager

Dated: \_\_\_\_\_

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.


DATED THIS 8<sup>th</sup> DAY OF June, 2023.

**4001 S WILLOW QOZB, LLC,**  
a Washington limited liability company,

By: OZ Navigator, LLC,  
a Washington limited liability company,  
Its: Sole Member and Manager

By: \_\_\_\_\_  
Bradley A. Padden, Manager

Dated: \_\_\_\_\_

By:   
Peter A. Nitze, Manager

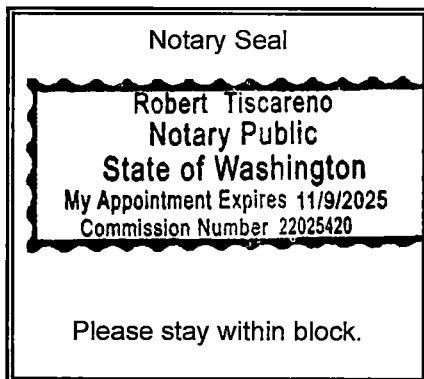
Dated: 6/8/23


STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Bradley A. Padden** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as the Manager of **Oz Navigator, LLC**, a Washington limited liability company, the Sole Member and Manager of **4001 S Willow QOZB, LLC**, a Washington limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 10th DAY OF June, 2023.

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



  
Notary (print name) Robert Tiscareno  
Notary Public in and for the State of Washington,  
residing at 2716 Harvard Ave E, Seattle, WA 98102  
My Appointment expires 11/9/2025

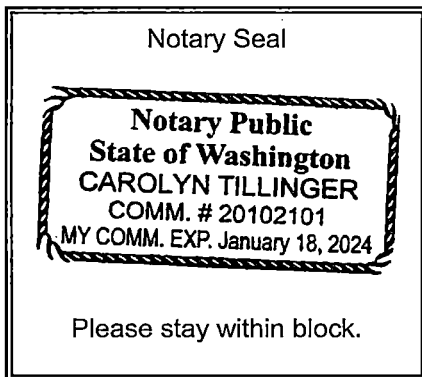


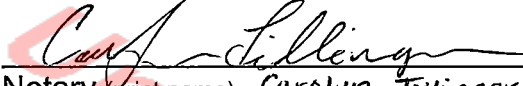
STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Peter A. Nitze** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as the Manager of **Oz Navigator, LLC**, a Washington limited liability company, the Sole Member and Manager of **4001 S Willow QOZB, LLC**, a Washington limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 8<sup>th</sup> DAY OF June, 2023.

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



  
Notary (print name) Carolyn Tillinger  
Notary Public in and for the State of Washington,  
residing at King County, WA

**SUBORDINATION AGREEMENT**

The undersigned, **Washington Federal Bank, N.A.**, a national banking association, as owner and holder of the Deed of Trust, under King County Recording Number 20210329000051 (Deed of Trust), State of Washington, being on the same property described in favor of **4001 S WILLOW QOZB, LLC**, a Washington limited liability company, does hereby join and consent to the execution of this grant of easement as legally described herein to The City of Seattle. The undersigned further agrees that the lien of charge of the Deed of Trust will be and it is hereby subordinated to this grant of easement.

DATED THIS 29<sup>th</sup> DAY OF June, 2023.

**Washington Federal Bank, N.A.**,  
a national banking association

By: [Signature]

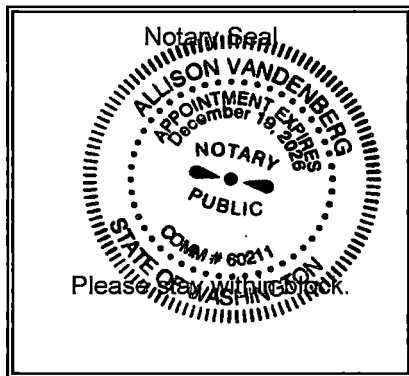
Print Name: Ryan Sheldon

Title: AVP, Retationship Manager

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that Ryan Sheldon  
is the person who appeared before me and said person acknowledged that he/she  
signed this instrument, on oath stated that he/she was authorized to execute this  
instrument as the AVP, Relationship of **Washington Federal Bank, N.A.**, a  
national banking association, and acknowledged it to be the free and voluntary act  
of such party for the use and purpose mentioned in this instrument.

DATED: 6-29, 2023.



Allison Vandenberg  
Notary (print name) Allison Vandenberg  
Notary Public in and for the State of Washington,  
residing at Bellevue  
My Appointment expires 12-19-25

**EXHIBIT A**  
**SIDEWALK EASEMENT LEGAL DESCRIPTION**

THE NORTH 2.50 FEET OF THE FOLLOWING;

LOT 14, BLOCK 15, HILLMAN CITY ADDITION TO THE CITY OF SEATTLE  
DIVISION NUMBER 6, ACCORDING TO THE PLAT THEREOF RECORDED IN  
VOLUME 11 OF PLATS, PAGE 23, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 2.00 FEET THEREOF;

CONTAINING AN AREA OF 493 SQUARE FEET, MORE OR LESS;

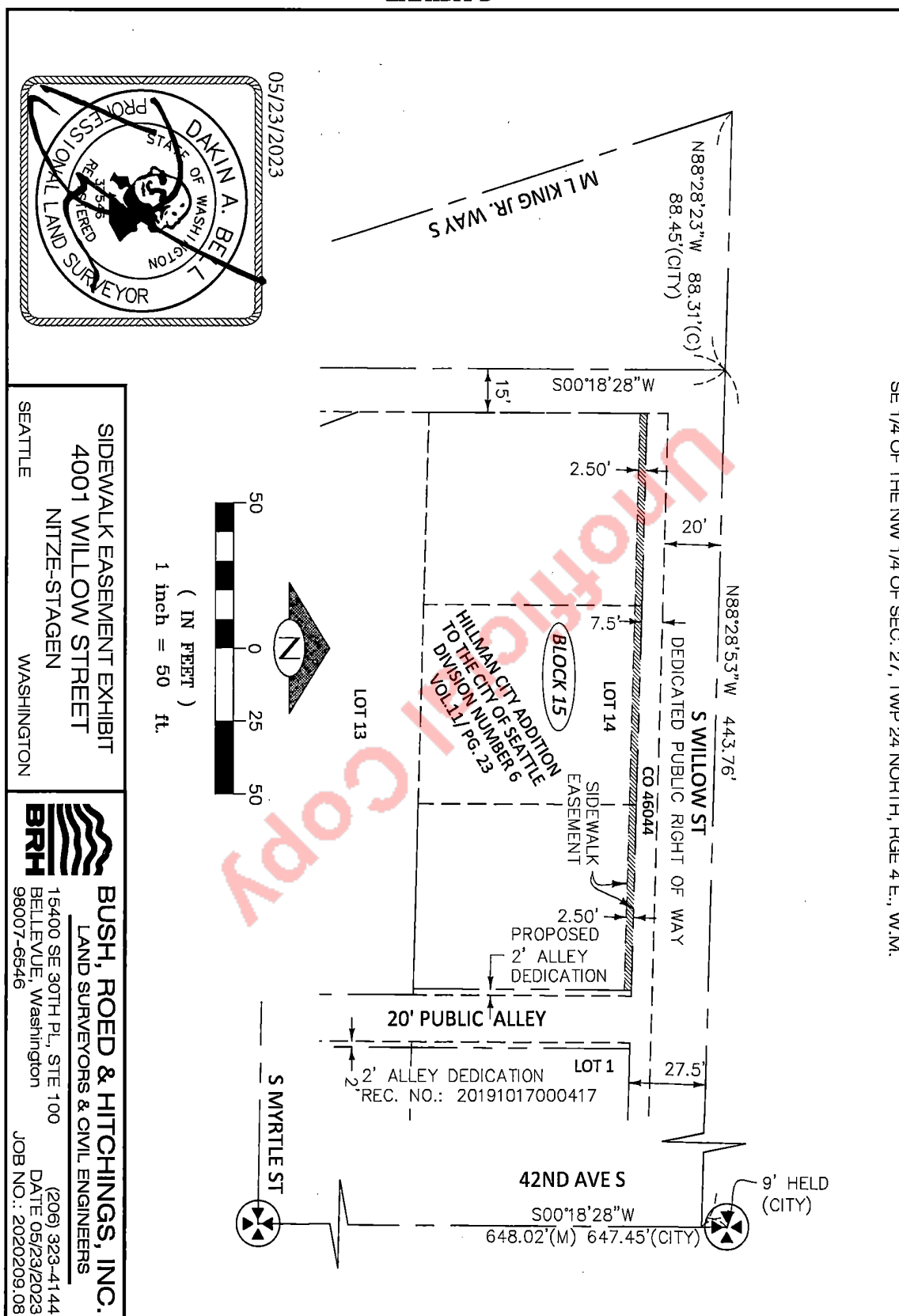
SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON STATE.



NITZE-STAGEN  
DAKIN A. BELL, P.L.S. NO.  
37546  
JOB NO. 2020209.08  
MAY 23, 2023

BUSH, ROED & HITCHINGS, INC.  
15400 SE 30<sup>TH</sup> PL, SUITE 100  
BELLEVUE, WA 98007  
(206) 323-4144

EXHIBIT B



Record Date:2/9/2023 9:11 AM

King County, WA



**20230209000081**

EASEMENT Rec: \$209.50  
2/9/2023 9:11 AM  
KING COUNTY, WA

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

EXCISE TAX NOT REQUIRED  
King County Records Division  
By Alex D. Ohm, Deputy

**PUBLIC ACCESS EASEMENT**

Reference #s of Documents Released or Assigned:.....none  
Grantors: .....Port of Seattle, a municipal corporation of the State of Washington and  
Terminal 106, LLC, a Delaware limited liability company  
Grantee: .....The City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abbreviated): .....Portion of Parcels X, LBA No. 3038348-LU, recorded under King  
County Recording No. 20220622900002 (also known as Block 379,  
Seattle Tide Lands and vacated S. Dakota St. vacated under City of  
Seattle ORD No. 80964)  
Assessor's Tax Parcel ID#: .....Portion of 766670-0390

RW T2022-64

GRANTORS, **PORT OF SEATTLE**, a municipal corporation of the State of Washington, and **TERMINAL 106, LLC**, a Delaware limited liability company, as ground lessee under that certain Memorandum of Ground Lease by and between the Grantors, dated October 31, 2022, under King County Recording Number 20221031001271, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public access, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBIT A AND EXHIBIT B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this public access easement shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantors shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 6<sup>th</sup> DAY OF January, 2023.

**PORT OF SEATTLE,**  
a municipal corporation of the State of Washington

By:   
David McFadden, Managing Director, Economic Development Division

DATED THIS 6<sup>th</sup> DAY OF January, 2023.

**LESSEE:**

**TERMINAL 106, LLC,**  
a Delaware limited liability company

By: Terminal 106 Venture, LLC,  
a Delaware limited liability company,  
Its sole Member

By: TC Terminal 106 Venture Member, LLC,  
a Delaware limited liability company,  
Its Managing Member

By: TC Northwest Development, Inc.,  
a Delaware corporation,  
Its sole Member

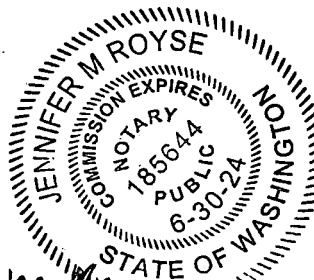
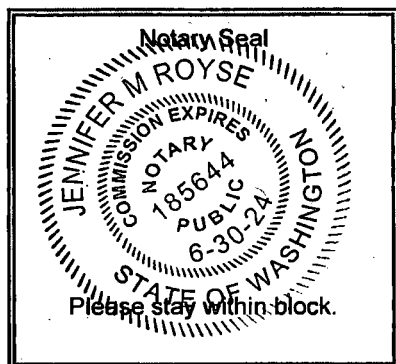
By:   
Mark Netherland, Senior Vice President



STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that **David McFadden** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as the **Managing Director** of the **PORT OF SEATTLE**, a municipal corporation of the State of Washington, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: January 6, 2023.

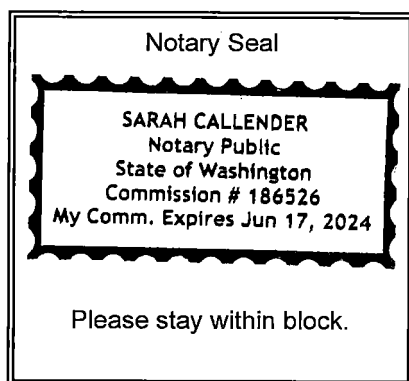


*Jennifer M. Royse*  
Notary (print name) Jennifer Royse  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment expires 6-30-2024

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Mark Netherland** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as the Senior Vice President of **TC Northwest Development, Inc.**, a Delaware corporation, the sole Member of **TC Terminal 106 Venture Member, LLC**, a Delaware limited liability company, the Managing Member of **Terminal 106 Venture, LLC**, a Delaware limited liability company, the sole Member of **Terminal 106, LLC**, a Delaware limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: January 6, 2023.



Sarah Callender  
Notary (print name) Sarah Callender  
Notary Public in and for the State of Washington,  
residing at Mukilteo  
My Appointment expires June 17, 2024

## EXHIBIT A

### PUBLIC ACCESS EASEMENT LEGAL DESCRIPTION

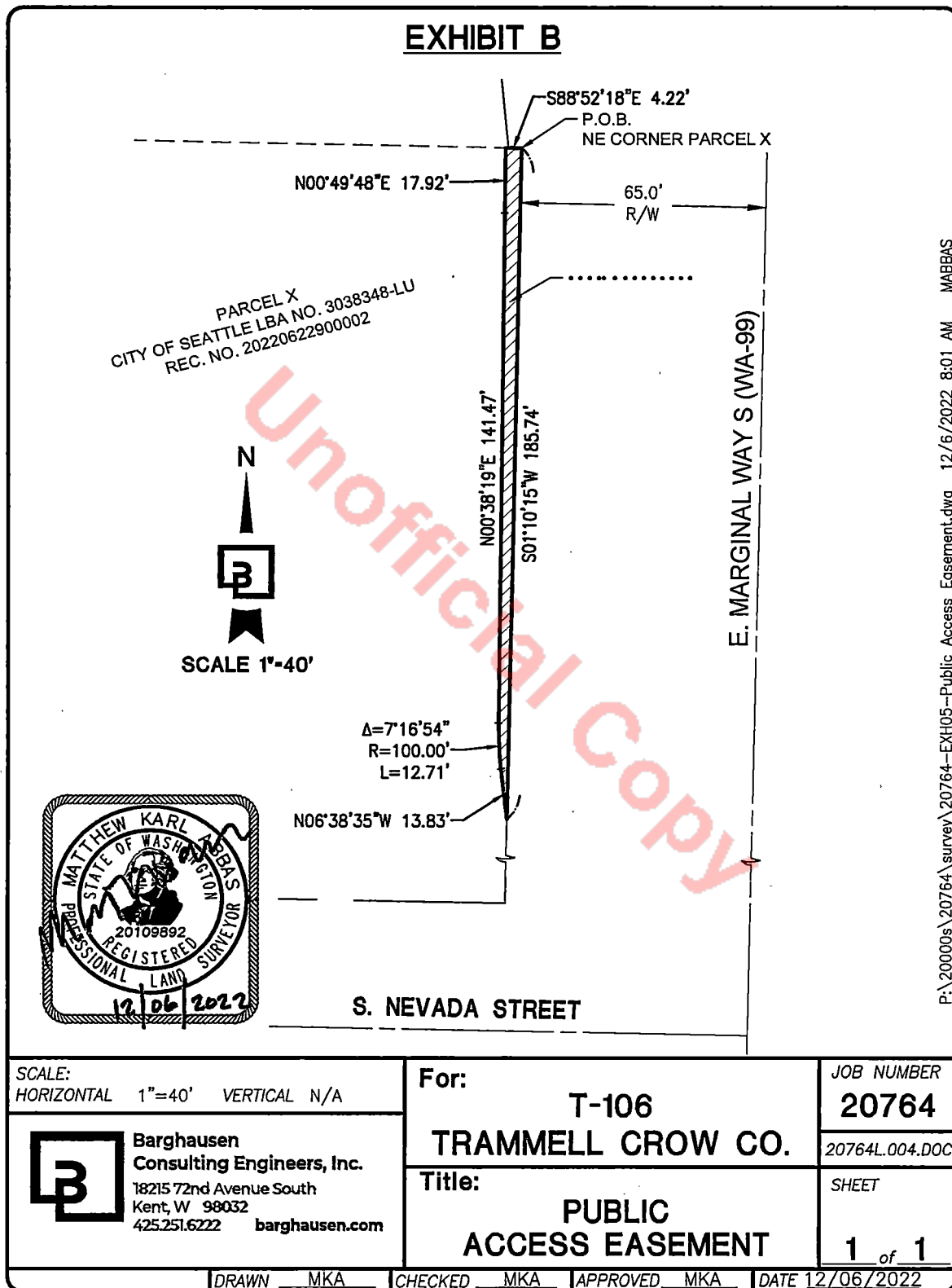
A PORTION OF PARCEL X OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3038348-LU,  
RECORDED UNDER RECORDING NO. 20220622900002, IN KING COUNTY, WASHINGTON, BEING  
DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID PARCEL X;  
THENCE SOUTH 01°10'15" WEST, ALONG THE EAST LINE OF SAID PARCEL X, 185.74 FEET;  
THENCE NORTH 06°38'35" WEST, 13.83 FEET TO A POINT OF CURVATURE;  
THENCE NORTHERLY 12.71 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A  
RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 7°16'54" TO A POINT OF TANGENCY;  
THENCE NORTH 00°38'19" EAST, 141.47 FEET;  
THENCE NORTH 00°49'48" EAST, 17.92 FEET TO THE NORTH LINE OF SAID PARCEL X;  
THENCE SOUTH 88°52'18" EAST, ALONG SAID NORTH LINE, 4.22 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 609 SQUARE FEET, MORE OR LESS.



20764 – T-106 DEVELOPMENT  
20764L.004– MKA  
NOVEMBER 23, 2022  
Page 1 of 1



Record Date:3/29/2023 9:00 AM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY AL VASSER, DEPUTY

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

**EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned: none

Grantor: ..... Grand Street Commons, LLC, a Washington limited liability company

Grantee: ..... The City of Seattle, a municipal corporation of the State of Washington

Legal Description (abbreviated): ..... Portion of Lots 1 and 5, Block 1, Creedmoor Add., Vol 11, pp 41, Lot 14, Block 5, Creedmoor Add., Vol. 11 pp 41, together with adjoining vacated alley, Lots 1, 5, and 10, Block 26, Sander's Supplemental Plat, Vol. 1, pp 210, and NE ¼ of the NW ¼ of Section 9 T24N R4E, W. M.

Assessor's Tax Parcel ID#: ..... Portion of 754830-1095, 754830-1100, 754830-1125, 754830-1155, 182230-0005, 182230-0025, 182230-0180, and 092404-9007

RW T2023-03

GRANTOR, **GRAND STREET COMMONS, LLC**, a Washington limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than

those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 6<sup>th</sup> DAY OF March, 2023.

**GRAND STREET COMMONS, LLC,**  
a Washington limited liability company,

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

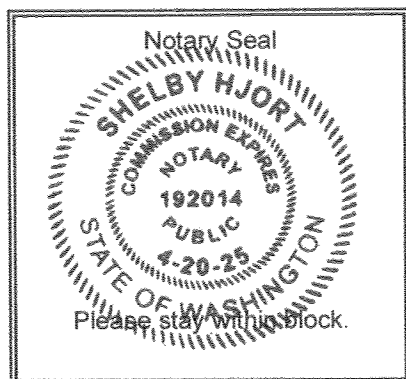
By: Lake Union Partners Seattle, LLC,  
A Washington limited liability company,  
Its: Manager

By:   
Patrick Foley, Manager

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

I certify that I know or have satisfactory evidence that **Patrick Foley** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as 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, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: March 6, 2023.



Shelby Hjort  
Notary (print name) Shelby Hjort  
Notary Public in and for the State of Washington,  
residing at Seattle 98103  
My Appointment expires 04/20/2025

## EXHIBIT A

February 2, 2023

**LEGAL DESCRIPTION**  
**FOR**  
**LAKE UNION PARTNERS**

### SIDEWALK EASEMENT DEDICATION (NORTH)

The South 9.50 feet of Lot 5, 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;

AND the South 9.50 feet of 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, wherein the North line of the South 9.50 feet of said Lot 5, Block 26 of Sander's Supplemental Plat is extended Easterly to the right-of-way margin of intersecting South Grand Street and 22nd Avenue South;

AND the North 1.00 feet of Lots 1 and 10, 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;



AND the North 1.00 feet of Lot 1, 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;

Herein described Easement Area contains 1,305 square feet, more or less;

TOGETHER WITH the South 9.50 feet of Lot 14, Block 5 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, and of vacated alley adjoining or abutting said Lot 14, which upon vacation attached to said Lot 14 by Ordinance No. 114505, recorded under Recording Number 8905241034;

AND the East 1.00 feet and South 9.5 feet of the following described parcel, wherein the North line of said South 9.50 feet of said Lot 14 is extended Easterly to the right-of-way margin of intersecting South Grand Street and 23rd Avenue South:

17219 SIDEWALK EASEMENT DEDICATION  
NORTH 2023-02-02.docx  
Page 1 of 2

Prepared by:	
Checked by:	





BEGINNING 299.90 feet South of the intersection of the Westerly margin of 23rd Avenue South with the South margin of South Massachusetts Street;

Thence Westerly, along a line parallel with South Grand Street, a distance of 135.34 feet to the East line 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;

Thence Southerly, along said East line, a distance of 185.46 feet to North margin of South Grand Street;

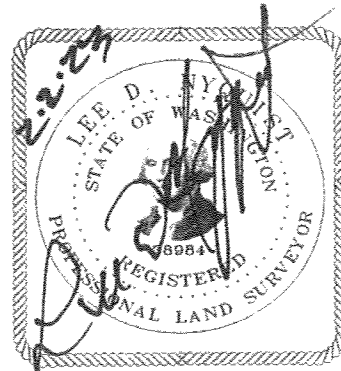
Thence Easterly, along said North margin, a distance of 109.92 feet to a point of tangent curve;

Thence Northeasterly, along the arc of a curve to the left, said curve having a radius of 15.00 feet, through a central angle of  $71^{\circ}00'31''$ , a distance of 18.59 feet;

Thence Northeasterly, along said West margin of 23rd Avenue South, a distance of 35.36 feet to a point on said West margin 44.09 feet North of the North margin of South Grand Street;

Thence Northerly along said West margin, a distance of 141.37 feet to the POINT OF BEGINNING of herein described parcel.

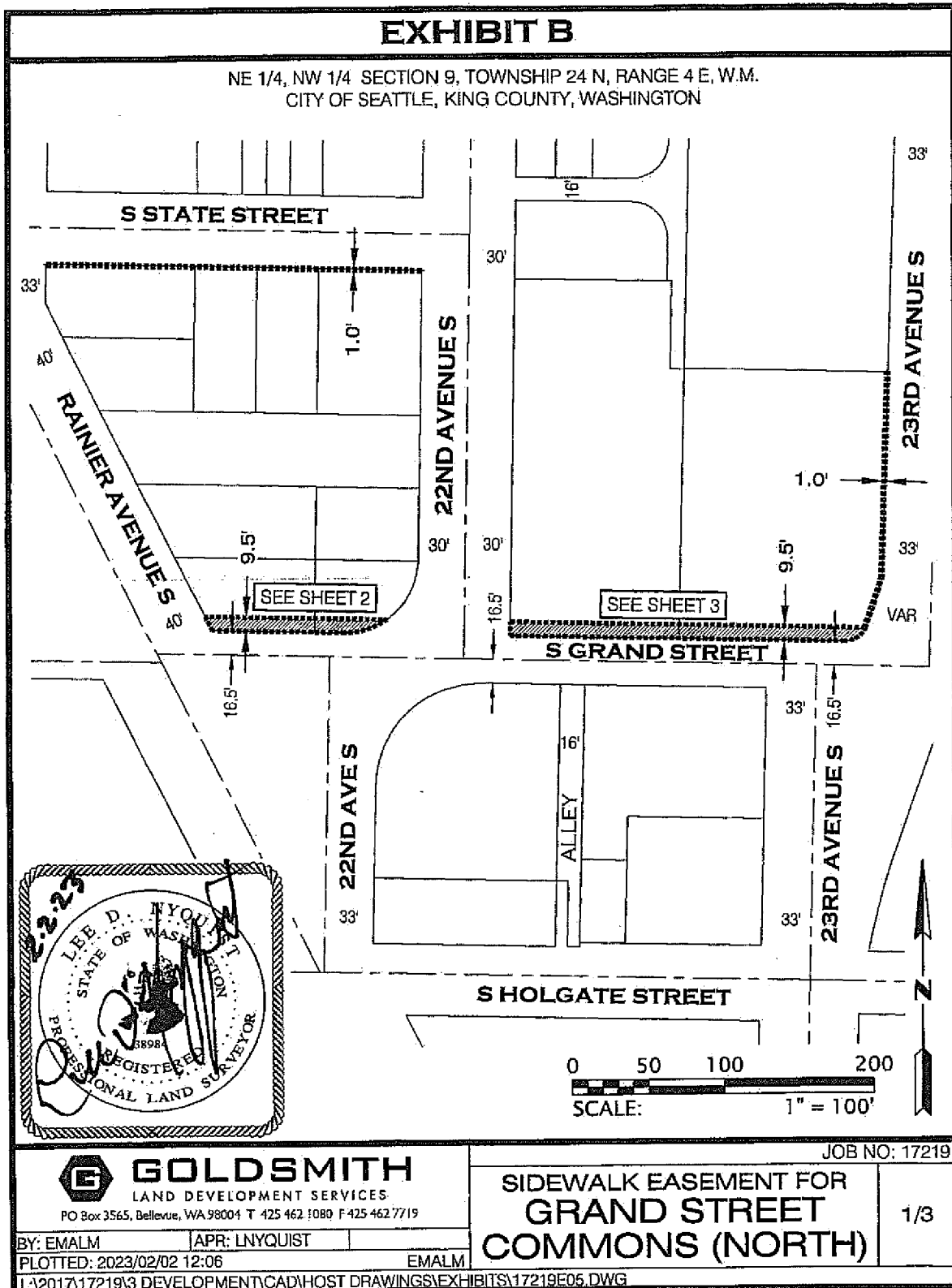
Herein described Easement Area contains 2,371 square feet, more or less.

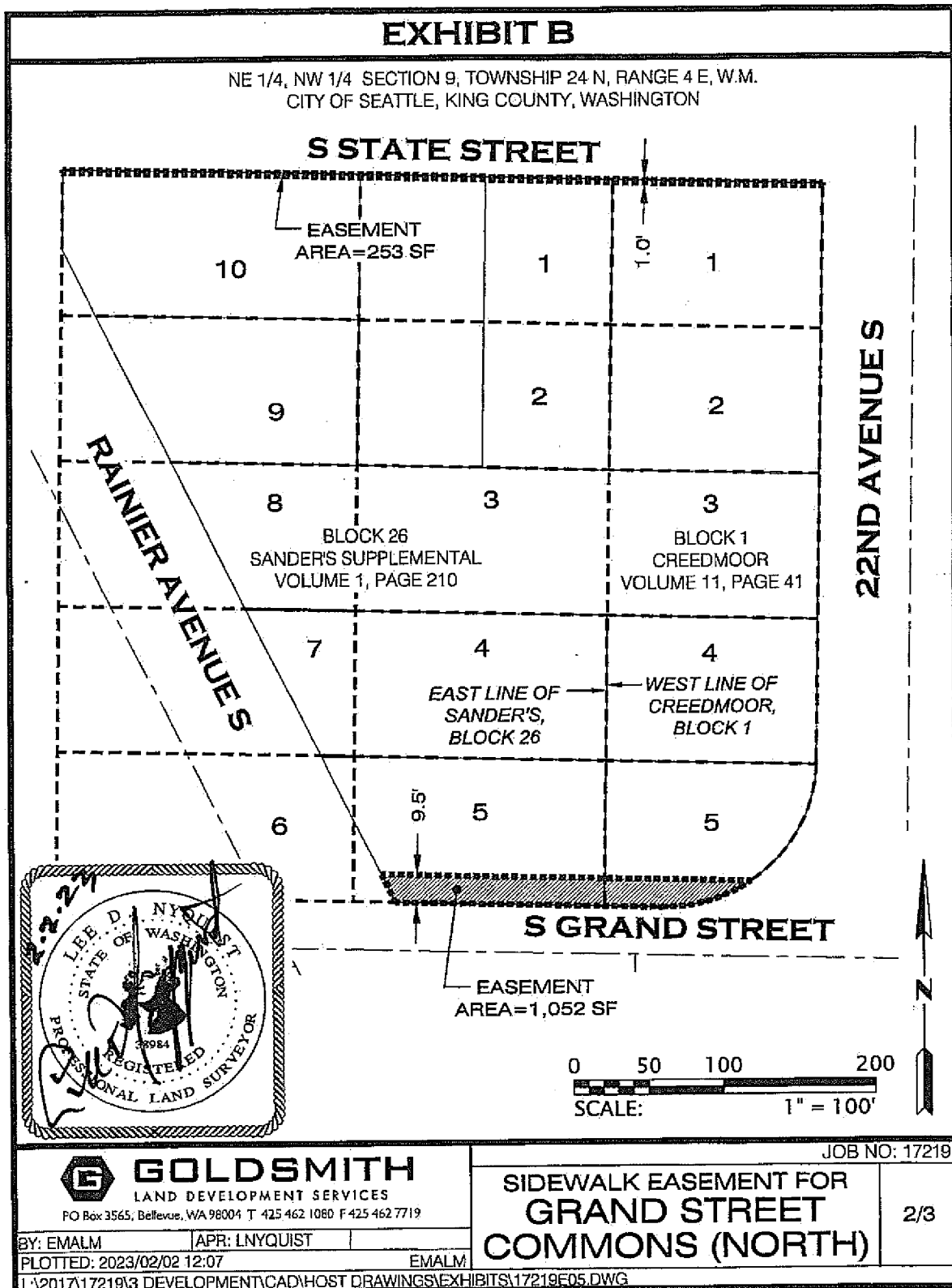


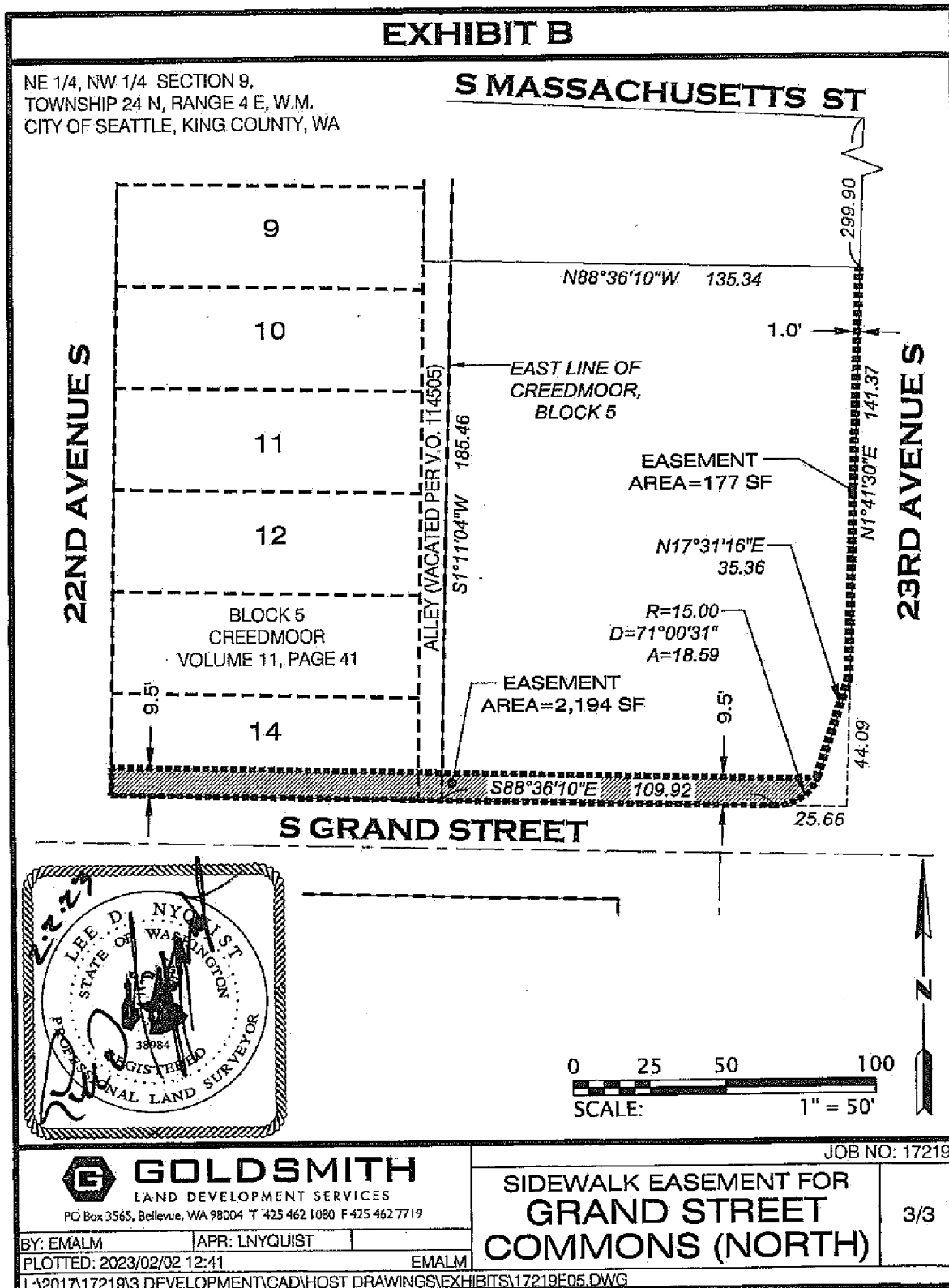
17219 SIDEWALK EASEMENT DEDICATION  
NORTH 2023-02-02.docx  
Page 2 of 2

Prepared by:	<i>EM</i>
Checked by:	<i>107</i>

 **GOLDSMITH**  
LAND DEVELOPMENT SERVICES







***SUBORDINATION AGREEMENT***

The undersigned, **Umpqua Bank**, an Oregon state-chartered bank, as owner and holder of the Deed of Trust, under King County Recording Number 20211104000890 (Deed of Trust), State of Washington, being on the same property described in favor of **Grand Street Commons, LLC**, a Washington limited liability company, does hereby consent to the execution of this grant of easement as legally described herein to The City of Seattle. The undersigned further agrees that the lien of charge of the Deed of Trust will be and is hereby subordinated to this grant of easement.

DATED THIS 10 DAY OF March, 2023.

**Umpqua Bank**, an Oregon state-chartered bank

By: Kathleen m Sanders

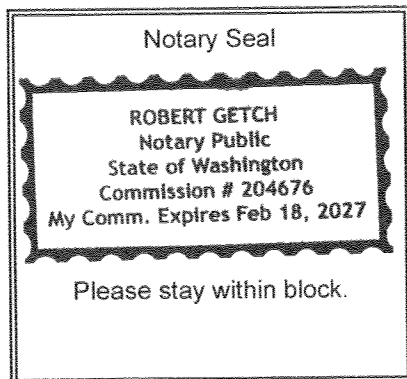
Print Name: Kathleen Brown Sanders


Title: SVP

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that Kathleen M Sanders  
is the person who appeared before me and said person acknowledged that he/she  
signed this instrument, on oath stated that he/she was authorized to execute this  
instrument as the officer of **Umpqua Bank**, an Oregon  
state-chartered bank, and acknowledged it to be the free and voluntary act of such  
party for the use and purpose mentioned in this instrument.

DATED: March 10<sup>th</sup>, 2023.



  
Notary (print name) Robert M Getch  
Notary Public in and for the State of Washington,  
residing at Seattle 98101  
My Appointment expires 2/18/27

Record Date:3/21/2023 11:23 AM

King County, WA EXCISE TAX NOT REQUIRED BY SOKHOM IM, DEPUTY

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

### **EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned: none

Grantor: ..... SCC 2, LLC, a Washington limited liability company

Grantee: .....The City of Seattle, a municipal corporation of the State of Washington

Legal Description (abbreviated): .....Portion Tract 29, Frye's Addition to Columbia, Vol. 9, pp 87

Assessor's Tax Parcel ID#: .....Portion of 266050-0365

RW T2023-06

GRANTOR, **SCC 2, LLC**, a Washington limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

Page 1 of 7 pages

Parcel Number 266050-0365

EXCISE TAX NOT REQUIRED

King County Records Division

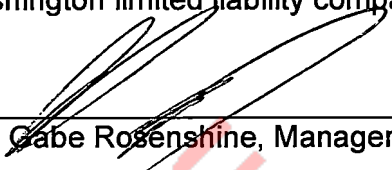
By \_\_\_\_\_ Deputy

Att 11 - Easement for Public Sidewalk  
V1

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 02 DAY OF February, 2023.

**SCC 2, LLC,**  
a Washington limited liability company,

By:   
Gabe Rosenshine, Manager

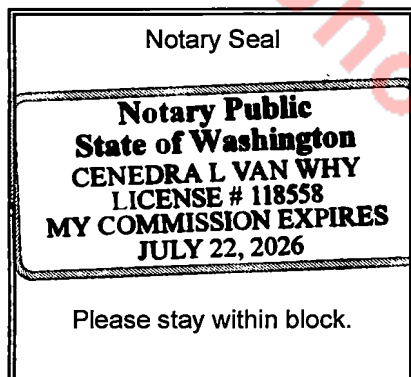
Unofficial Copy




STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that **Gabe Rosenshine** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as the Manager of **SCC 2, LLC**, a Washington limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 11 DAY OF February, 2023.



  
Notary (print name) Cenedra Van Why  
Notary Public in and for the State of Washington,  
residing at Lake Stevens  
My Appointment expires 7/22/26

## EXHIBIT A

### EASEMENT DESCRIPTION

THE SOUTH 0.87 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF TRACT 29, FRYE'S ADDITION TO COLUMBIA, AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGE 87, RECORDS OF KING COUNTY AUDITOR, DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE NORTHERLY LINE OF SAID TRACT, 90 FEET EASTERLY FROM THE NORTHWESTERLY CORNER THEREOF; AND RUNNING THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID TRACT, 80 FEET; THENCE SOUTHERLY, 130 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT, DISTANT 148.7 FEET EASTERLY FROM THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY, ALONG SAID SOUTHERLY LINE, 80 FEET; THENCE NORTHERLY 130 FEET TO THE **POINT OF BEGINNING**.

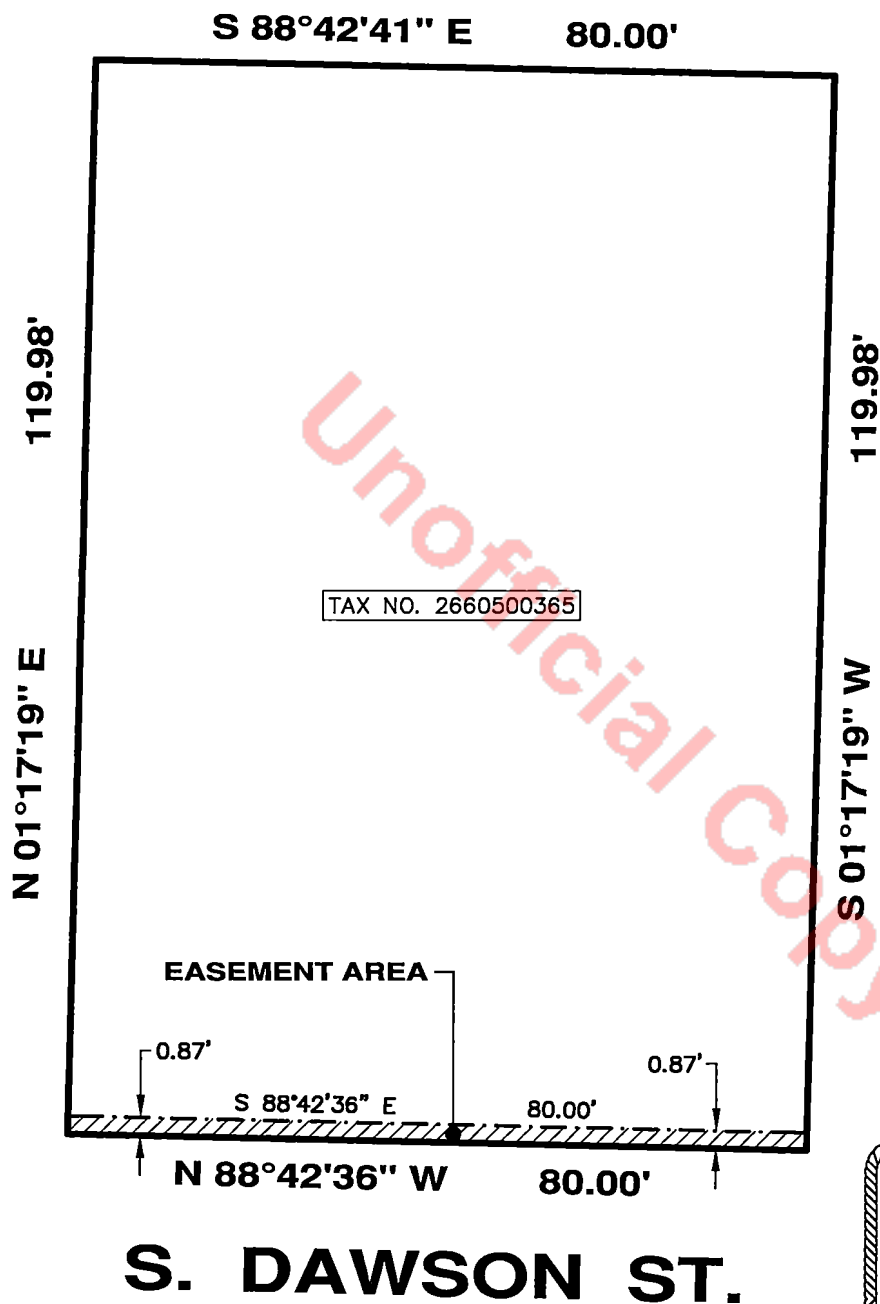
**EXCEPT** THE SOUTHERLY 10 FEET THEREOF DEEDED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 2531582.



Page 4 of 7 pages

DATE: 1/4/23

## EXHIBIT B



DATE: 1/4/23

### **SUBORDINATION AGREEMENT**

The undersigned, **Columbia State Bank**, a Washington state-chartered bank, as owner and holder of the Deed of Trust, under King County Recording Number 20220609000565 (Deed of Trust), State of Washington, being on the same property described in favor of **SCC 2, LLC**, a Washington limited liability company, does hereby join and consent to the execution of this grant of easement as legally described herein to The City of Seattle. The undersigned further agrees that the lien of charge of the Deed of Trust will be and it is hereby subordinated to this grant of easement.

DATED THIS 27 DAY OF February, 2023.

**Columbia State Bank**, a Washington state-chartered bank

By: [Signature]

Print Name: Matt Drake

Title: VP Builder Banking

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF   SPOKANE            )

I certify that I know or have satisfactory evidence that   MATT DRAKE    
is the person who appeared before me and said person acknowledged that he/she  
signed this instrument, on oath stated that he/she was authorized to execute this  
instrument as the   REPRESENTATIVE   of **Columbia State Bank**, a Washington  
state-chartered bank, and acknowledged it to be the free and voluntary act of such  
party for the use and purpose mentioned in this instrument.

DATED: ~~FEBRUARY~~   27<sup>TH</sup>  , 2023.



  Marshall Morrison    
Notary (print name)   MARSHALL MORRISON    
Notary Public in and for the State of Washington,  
residing at   505 W. RIVERSIDE AVE. SPOKANE, WA 99201    
My Appointment expires   AUGUST 8, 2024

Record Date:9/9/2024 1:27 PM

Electronically Recorded King County, WA

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

**EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned: .none

Grantor: ..... Grand Street Commons MBH LLLP, a Washington limited liability limited partnership

Grantee: ..... The City of Seattle, a municipal corporation of the State of Washington

Legal Description (abbreviated): ..... Portion of Lots 3, 4, 5, and 6, Block 14, Kinnear, Jos. C., Addition, Vol 1, pp 123

Assessor's Tax Parcel ID#: ..... Portion of 388190-0515, 388190-0540, and 388190-0550

RW T2023-07

GRANTOR, **GRAND STREET COMMONS MBH, LLLP**, a Washington limited liability limited partnership, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

Page 1 of 14 pages

Parcel numbers 388190-0515,  
388190-0540, and 388190-0550

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 22nd DAY OF August, 2024.

**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

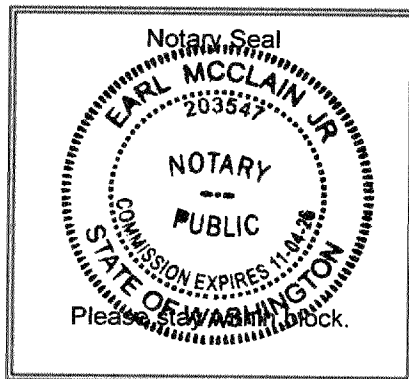
By: Mount Baker Housing Association  
A Washington nonprofit public benefit corporation,  
Its: Manager

By:   
David Tan, Executive Director

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **David Tan** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as the Executive Director of **Mount 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, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: August 22, 2024.



Earl McClain Jr  
Notary (print name) Earl McClain Jr  
Notary Public in and for the State of Washington,  
residing at Issaquah, WA  
My Appointment expires 11-4-2026



## EXHIBIT A

January 18, 2023

### LEGAL DESCRIPTION

FOR

**GRAND STREET COMMONS MBH LLLP**  
(Mt Baker Housing)

### SIDEWALK EASEMENT DEDICATION (SOUTH)

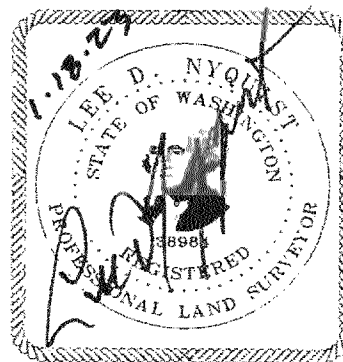
The North 9.50 feet of Lots 3, 4 and alley, Block 14 of Jos C. Kinnear's Addition to the City of Seattle, according to the plat thereof, recorded in Volume 1 of Plats, Page 123, records of King County, Washington;

EXCEPT that portion of said Lot 3 as condemned in King County Superior Court Cause No. 76454 for street purposes, as provided in City of Seattle Ordinance No. 21630.

AND the East 1.00 feet of Lots 4, 5 and 6 of said Block 14;

EXCEPT the South 2.84 feet of said Lot 6 deeded for Street Purposes as recorded under Recording Number 20210915000910, records of King County, Washington;

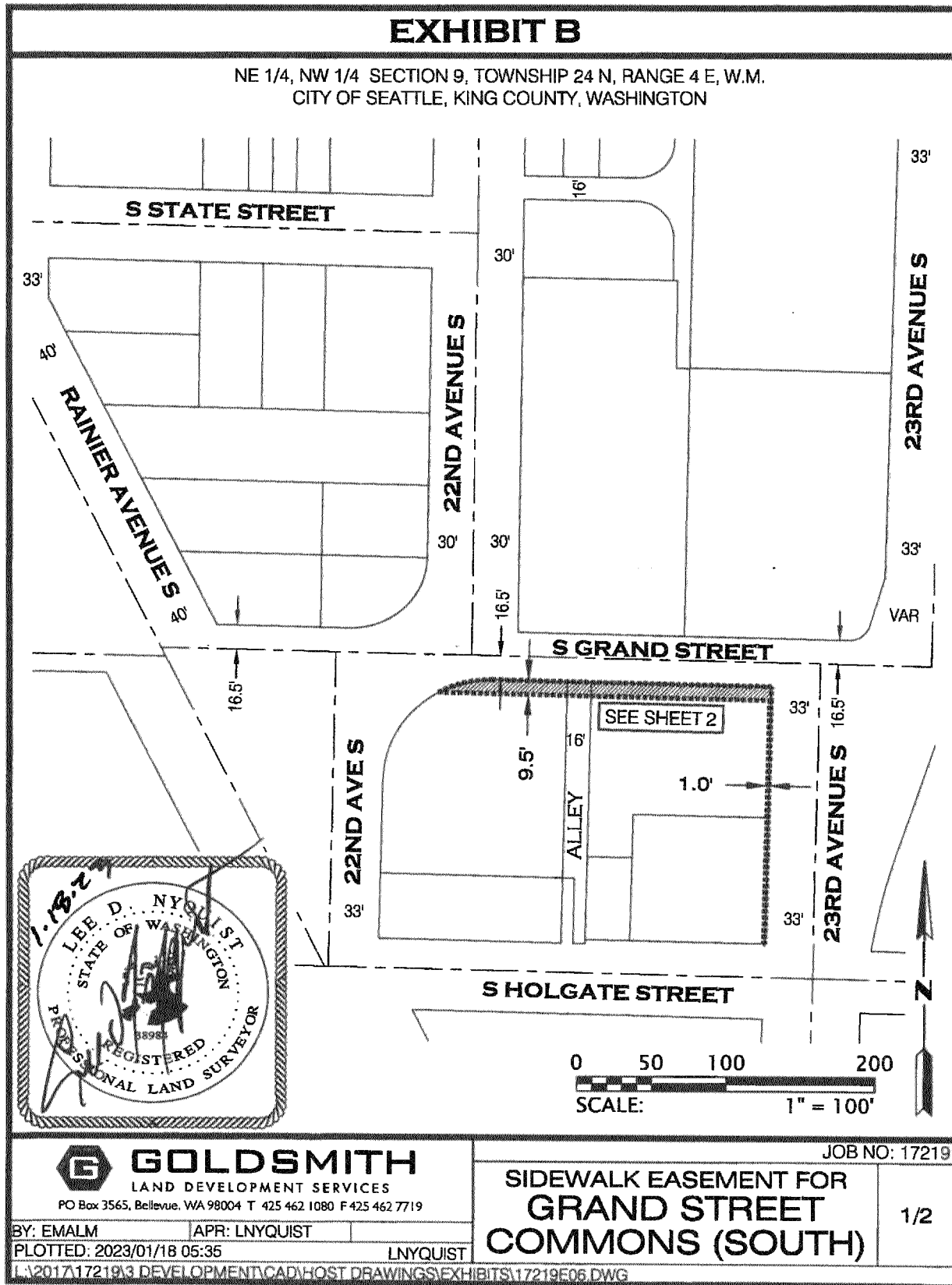
Herein described Easement Area contains 2,158 square feet, more or less;

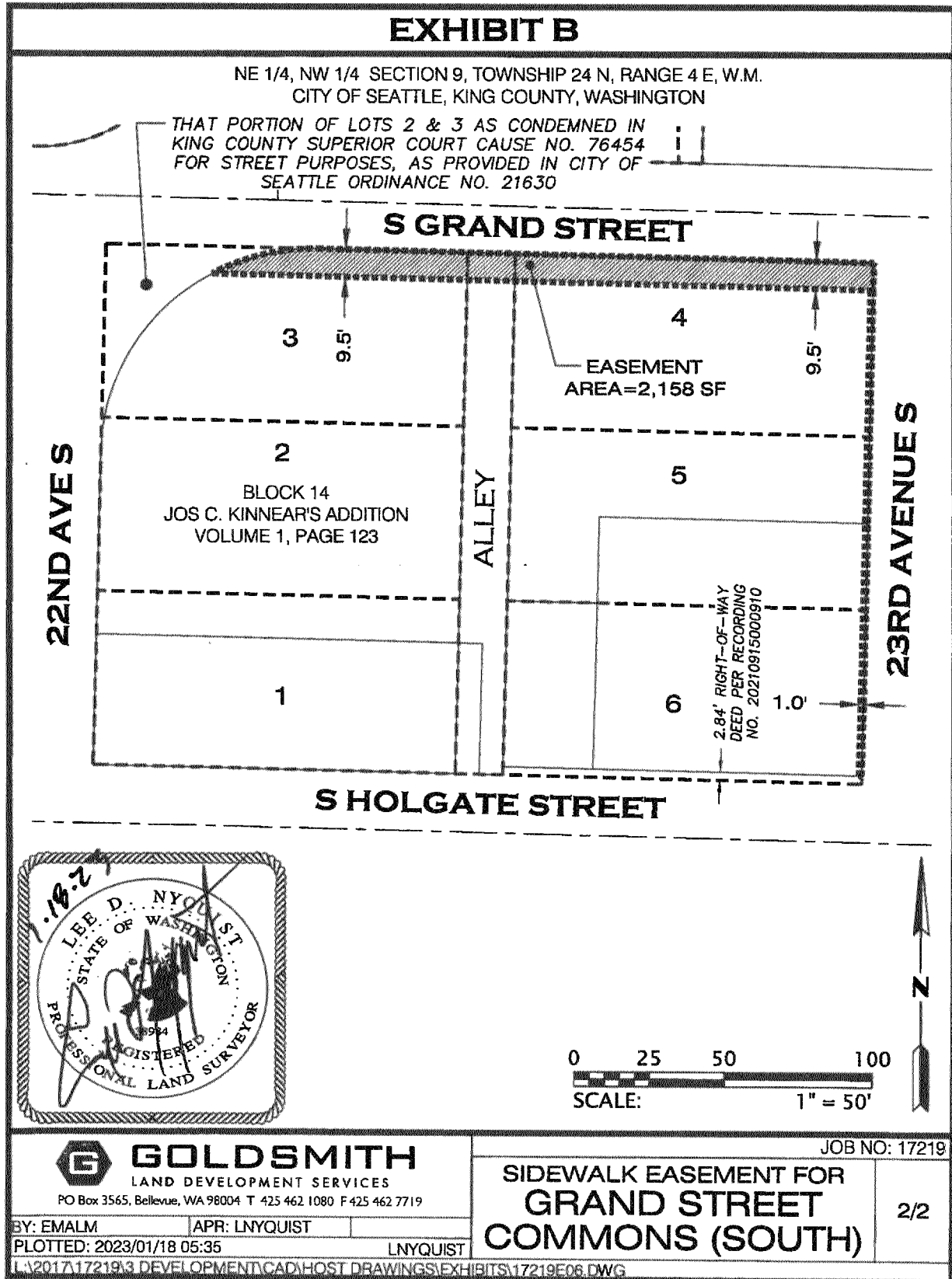


17219 SIDEWALK EASEMENT DEDICATION  
SOUTH 2023-01-18.docx  
Page 1 of 1

Prepared by:	EM
Checked by:	EM







### ***SUBORDINATION AGREEMENT***

The undersigned, **Rainier Valley Community Development Fund**, a Washington nonprofit corporation, as Trustee under the Trust Agreement and Declaration of Trust for the Rainier Valley Community Development Program, dated March 27, 2006, as owner and holder of the Deed of Trust and Assignment of Leases and Rents and Security Agreement with Fixture Filing, under King County Recording Number 20211008001208 (Deed of Trust), State of Washington, being on the same property described in favor of **Grand Street Commons MBH LLLP**, a Washington limited liability limited partnership, does hereby join and consent to the execution of this grant of easement as legally described herein to The City of Seattle. The undersigned further agrees that the lien of charge of the Deed of Trust will be and is hereby subordinated to this grant of easement.

DATED THIS 20 DAY OF August, 2024.

**Rainier Valley Community Development Fund**,  
a Washington nonprofit corporation, as Trustee under the Trust Agreement and  
Declaration of Trust for the Rainier Valley Community Development Program,  
dated March 27, 2006

By: 

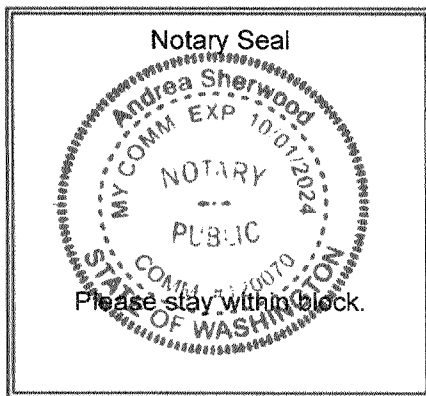
Print Name: Robert Luciano

Title: Executive Director

STATE OF WA )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Robert Luciano  
is the person who appeared before me and said person acknowledged that he/she  
signed this instrument, on oath stated that he/she was authorized to execute this  
instrument as the Executive Director of **Rainier Valley Community  
Development Fund**, a Washington nonprofit corporation, as Trustee under the  
Trust Agreement and Declaration of Trust for the Rainier Valley Community  
Development Program, dated March 27, 2006, and acknowledged it to be the free  
and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: August 20, 2024.



Andrea Sherwood  
Notary (print name) Andrea Sherwood  
Notary Public in and for the State of WA,  
residing at Des Moines, WA  
My Appointment expires 10-1-24

**SUBORDINATION AGREEMENT**

The undersigned, **Citibank N. A.**, a national banking association, as owner and holder of the Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, under King County Recording Number 20220902000283 (Deed of Trust), as amended, State of Washington, being on the same property described in favor of **Grand Street Commons MBH LLLP**, a Washington limited liability limited partnership, does hereby join and consent to the execution of this grant of easement as legally described herein to The City of Seattle. The undersigned further agrees that the lien of charge of the Deed of Trust will be and is hereby subordinated to this grant of easement.

DATED THIS 15<sup>th</sup> DAY OF August, 2024.

**Citibank, N.A.**,  
a national banking association

By: 

Print Name: Michael Hemmens

Title: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

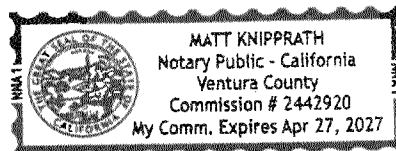
STATE OF CALIFORNIA

COUNTY OF VENTURA

On August 15<sup>th</sup>, 2024, before me, Matt Knipprath, Notary Public, personally appeared Michael Hemmens, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature  (Seal)

**SUBORDINATION AGREEMENT**

The undersigned, **Amazon.com NV Investment Holdings LLC**, a Nevada limited liability company, as owner and holder of the Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing, under King County Recording Number 20220902000287 (Deed of Trust), State of Washington, being on the same property described in favor of **Grand Street Commons MBH LLLP**, a Washington limited liability limited partnership, does hereby join and consent to the execution of this grant of easement as legally described herein to The City of Seattle. The undersigned further agrees that the lien of charge of the Deed of Trust will be and is hereby subordinated to this grant of easement.

DATED THIS 4<sup>th</sup> DAY OF September, 2024.

**Amazon.com NV Investment Holdings LLC**,  
a Nevada limited liability company

By: William M. Crow

Print Name: William Crow

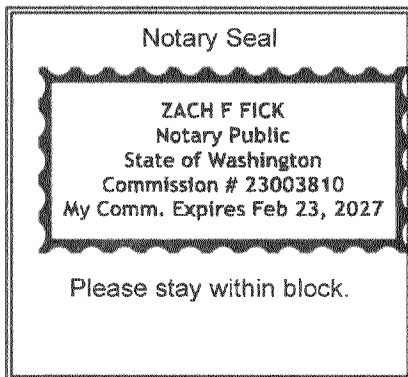
Title: Vice President



STATE OF Washington )  
COUNTY OF King ) ss.

I certify that I know or have satisfactory evidence that William Crow  
is the person who appeared before me and said person acknowledged that he/she  
signed this instrument, on oath stated that he/she was authorized to execute this  
instrument as the Vice President of **Amazon.com NV Investment  
Holdings LLC**, a Nevada limited liability company, and acknowledged it to be the  
free and voluntary act of such party for the use and purpose mentioned in this  
instrument.

DATED: September 4, 2024.



Zach F. Fick  
Notary (print name) Zach F. Fick  
Notary Public in and for the State of Washington,  
residing at 714 E Olive St, Seattle WA 98122  
My Appointment expires Feb 23, 2027

**SUBORDINATION AGREEMENT**

The undersigned, **Mount Baker Housing Association**, a Washington nonprofit corporation, as owner and holder of the Trust Deed, Security Agreement, and Fixture Filing, under King County Recording Number 20220902000288 (Deed of Trust), State of Washington, being on the same property described in favor of **Grand Street Commons MBH LLLP**, a Washington limited liability limited partnership, does hereby join and consent to the execution of this grant of easement as legally described herein to The City of Seattle. The undersigned further agrees that the lien of charge of the Deed of Trust will be and is hereby subordinated to this grant of easement.

DATED THIS 28<sup>th</sup> DAY OF August, 2024.

**Mount Baker Housing Association,**  
a Washington nonprofit corporation

By: David Tan

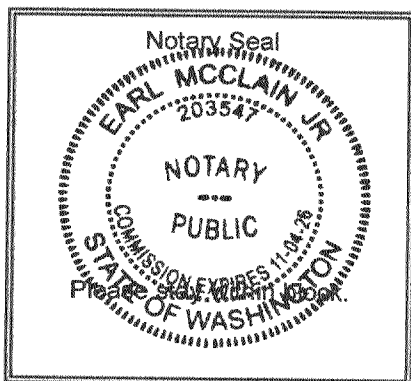
Print Name: David Tan

Title: Executive Director

STATE OF Washington )  
COUNTY OF King ) ss.

I certify that I know or have satisfactory evidence that David Tan  
is the person who appeared before me and said person acknowledged that he/she  
signed this instrument, on oath stated that he/she was authorized to execute this  
instrument as the Executive Director of **Mount Baker Housing  
Association**, a Washington nonprofit corporation , and acknowledged it to be the  
free and voluntary act of such party for the use and purpose mentioned in this  
instrument.

DATED: August 22, 2024.



Earl McClain Jr  
Notary (print name) Earl McClain Jr  
Notary Public in and for the State of Wa,  
residing at Issaquah, Wa  
My Appointment expires 11-4-2026

Record Date:4/11/2023 10:11 AM

King County, WA

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel



**20230411000267**

EASEMENT Rec: \$212.50  
4/11/2023 10:11 AM  
KING COUNTY, WA

### **EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned: . none  
Grantors: ..... DEP Holdings LLC, Washington limited liability company, DEP Real Estate VI, LLC, a Washington limited liability company, and Union Rental LLC, a Washington limited liability company  
Grantee: ..... The City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abbreviated): ..... Portion of Parcel C, City of Seattle LBA No. 3038062-LU, recorded under King County Recording No. 20220307900002 (also known as Lots 1, 2, and 3, Block 5, Greene's Add., Vol 2, pp 73)  
Assessor's Tax Parcel ID#: ..... Portion of 290220-0325

RW T2023-12

GRANTORS, **DEP Holdings LLC**, a Washington limited liability company, as to a twenty-eight percent (28%) interest, **DEP Real Estate VI, LLC**, a Washington limited liability company, as to a thirty-two percent (32%) interest, and **Union Rental LLC**, a Washington limited liability company, as to a forty percent (40%) interest, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A, B, AND C ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantors shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 24 DAY OF March, 2023.

**DEP Holdings LLC,**  
a Washington limited liability company,

By: [Signature]  
Cao Huynh, Member

Dated: 3-24-23

By: [Signature]  
Huong Huynh, Member

Dated: 3-20-23

**DEP Real Estate VI, LLC,**  
a Washington limited liability company,

By: [Signature]  
Cao Huynh, Manager

Dated: 3-24-23

**Union Rental LLC,**  
a Washington limited liability company,

By:   
Cao Huynh, Member

Dated: 3-24-23

By:   
Huong Huynh, Member

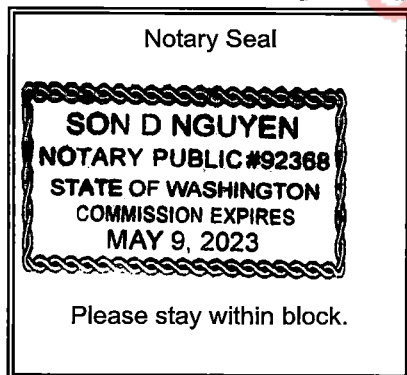
Dated: 3-24-23

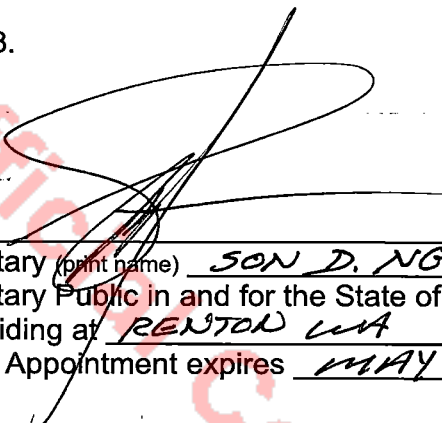
Unofficial Copy

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Cao Huynh** is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument as a Member of **DEP Holdings LLC**, Washington limited liability company and **Union Rental LLC**, a Washington limited liability company, and the Manager of **DEP Real Estate VI, LLC**, a Washington limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: MARCH 24, 2023.

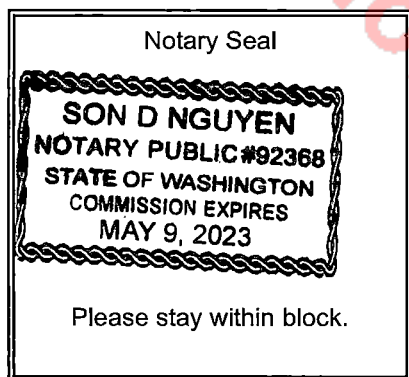


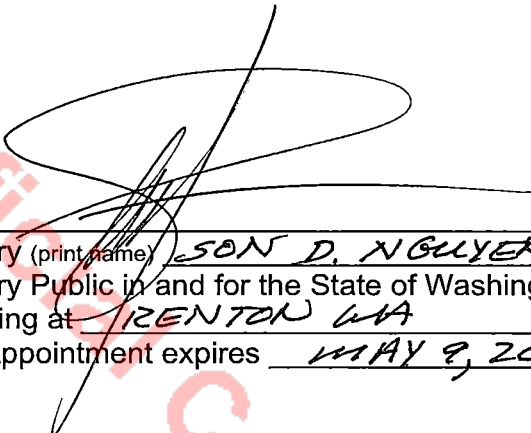
  
Notary (print name) SON D. NGUYEN  
Notary Public in and for the State of Washington,  
residing at RENTON WA  
My Appointment expires MAY 9, 2023

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Huong Huynh** is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument as a Member of **DEP Holdings, LLC**, Washington limited liability company and **Union Rental, LLC**, a Washington limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: MARCH 24, 2023.



  
Notary (print name) SON D. NGUYEN  
Notary Public in and for the State of Washington,  
residing at RENTON WA  
My Appointment expires MAY 9, 2023



## EXHIBIT A

### DEDICATION DESCRIPTION

THE WEST 1.00 FT. OF PARCEL C, CITY OF SEATTLE LOT BOUNDARY  
ADJUSTMENT NO. 3038062-LU, AS RECORDED IN VOLUME 462 OF  
SURVEYS, PAGE 237, RECORDS OF KING COUNTY, WA.

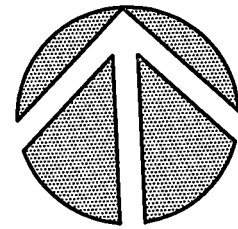
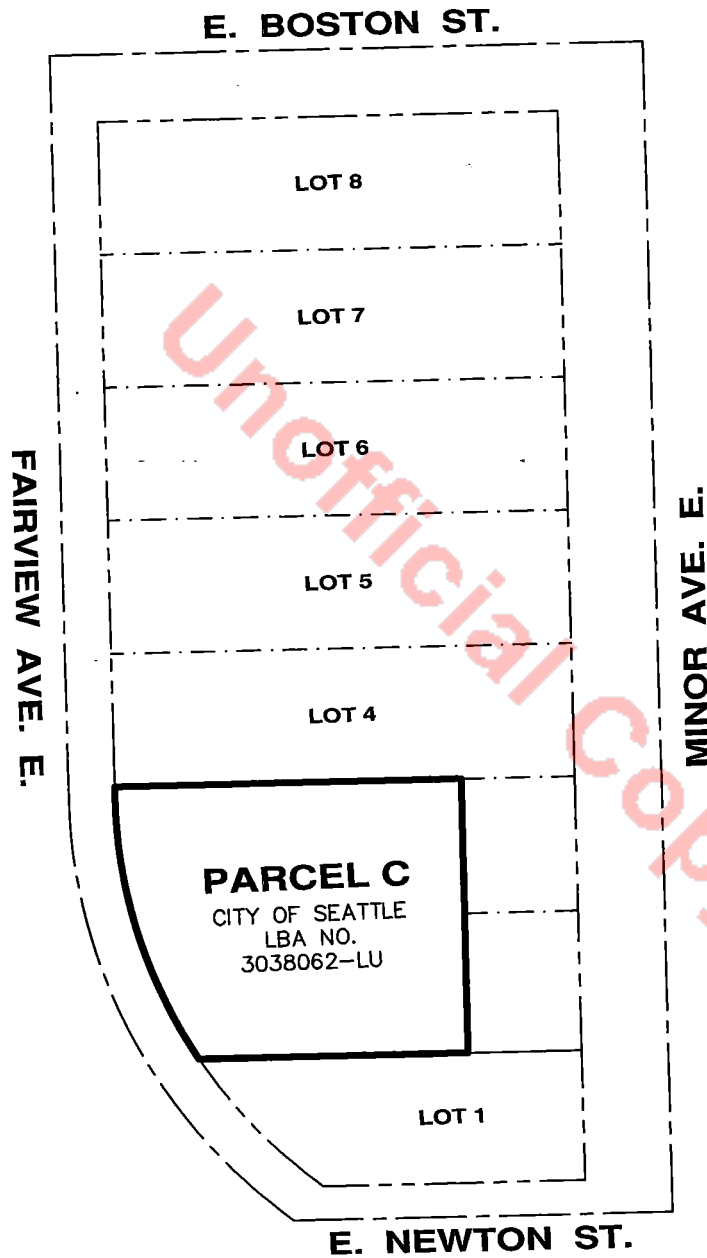
(KING COUNTY RECORDING NO. 20220307900002)



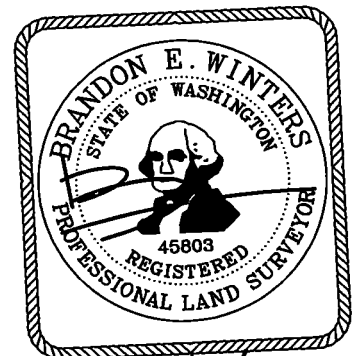
Page 6 of 10 pages

DATE: 2/28/23

## EXHIBIT B

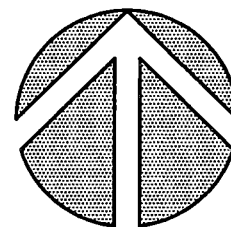


**NORTH**  
(NOT TO SCALE)

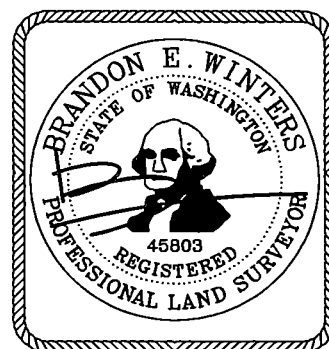
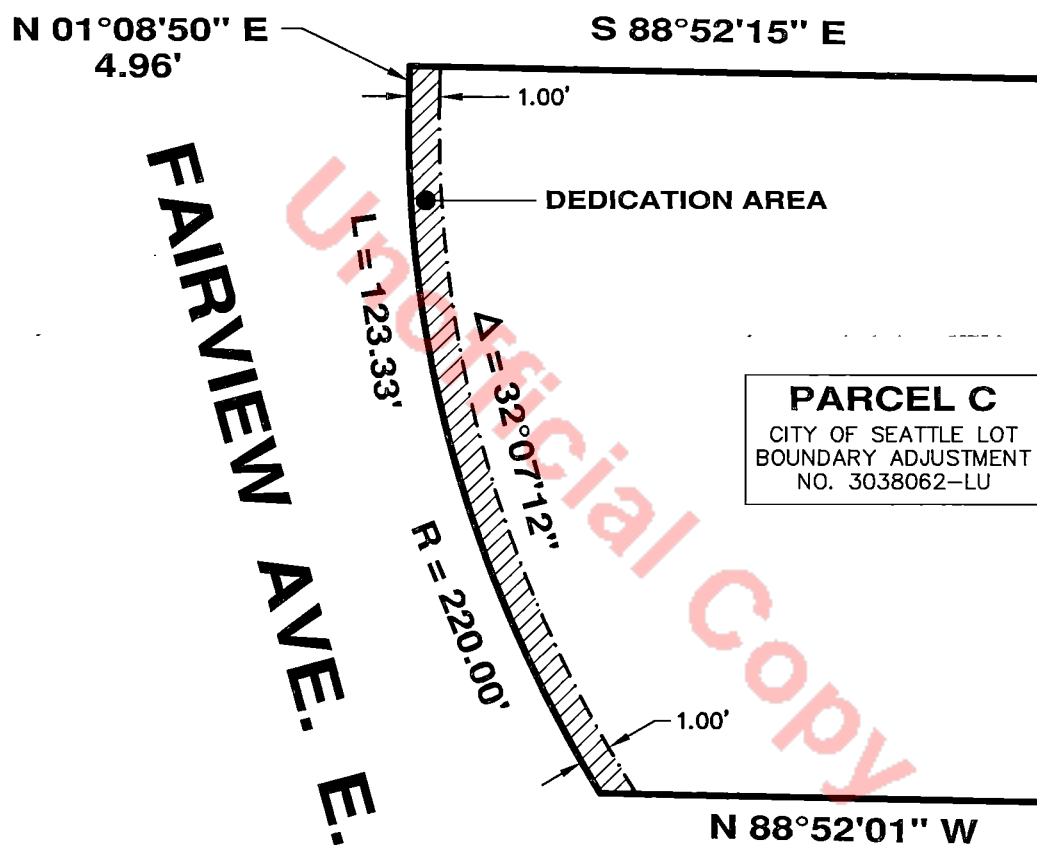


DATE: 2/28/23

## EXHIBIT C



**NORTH**  
(NOT TO SCALE)



Page 8 of 10 pages

DATE: 2/28/23

### **SUBORDINATION AGREEMENT**

The undersigned, **Sound Community Bank**, a Washington state-chartered bank, as owner and holder of the Deed of Trust, under King County Recording Number 20210528002104 (Deed of Trust), State of Washington, being on the same property described in favor of **DEP Holdings LLC**, a Washington limited liability company, **DEP Real Estate VI, LLC**, a Washington limited liability company, and **Union Rental LLC**, a Washington limited liability company, does hereby join and consent to the execution of this grant of easement as legally described herein to The City of Seattle. The undersigned further agrees that the lien of charge of the Deed of Trust will be and it is hereby subordinated to this grant of easement.

DATED THIS 27<sup>th</sup> DAY OF March, 2023.

**Sound Community Bank**,  
a Washington state-chartered bank

By: [Signature]

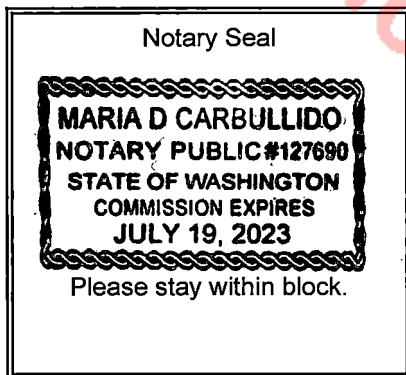
Print Name: Sean Spencer

Title: SVP/Senior Commercial Loan Officer

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF Pierce                  )

I certify that I know or have satisfactory evidence that Sean Spencer  
is the person who appeared before me and said person acknowledged that he/she  
signed this instrument, on oath stated that he/she was authorized to execute this  
instrument as the SVP | Senior Comm Loan Officer of **Sound Community Bank**, a  
Washington state-chartered bank, and acknowledged it to be the free and voluntary  
act of such party for the use and purpose mentioned in this instrument.

DATED: March 27, 2023.



Maria D. Carbullido  
Notary (print name) Maria D. Carbullido  
Notary Public in and for the State of Washington,  
residing at Pierce County  
My Appointment expires July 19, 2023

Record Date:4/4/2023 3:55 PM

Electronically Recorded King County, WA

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

***EASEMENT FOR PUBLIC SIDEWALK***

Reference #s of Documents Released or Assigned: none

Grantor: ..... Khanh Dang, an unmarried person

Grantee: ..... The City of Seattle, a municipal corporation of the State of Washington

Legal Description (abbreviated): ..... Portion of Lots 29 and 30, Block 4, South Park, Vol. 4, pp 87

Assessor's Tax Parcel ID#: ..... Portion of 788360-0760

RW T2023-15

GRANTOR, **KHANH DANG**, an unmarried person, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

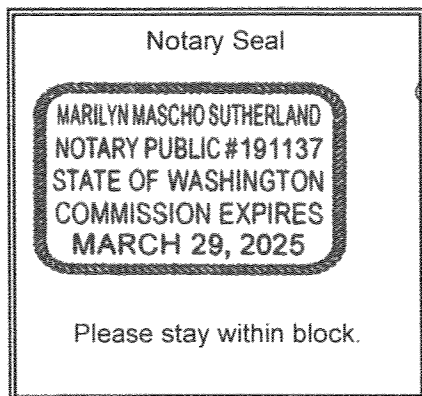
DATED THIS 31<sup>st</sup> DAY OF March, 2023.

By:   
KHANH DANG

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that **Khanh Dang** is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 31<sup>st</sup> DAY OF March, 2023.



Marilyn Mascho-Sutherland  
Notary (print name) Marilyn Mascho-Sutherland  
Notary Public in and for the State of Washington,  
residing at Kitapo  
My Appointment expires 3/29/25

EXHIBIT "A"

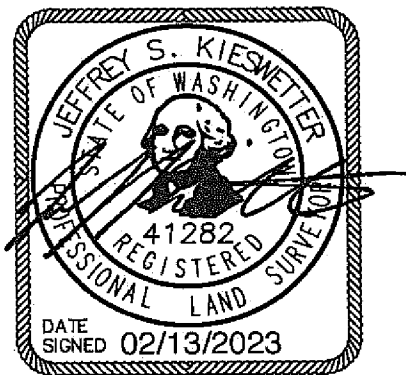
LEGAL DESCRIPTION

SIDEWALK EASEMENT

The South 3.00 feet of Lots 29 and 30 in Block 4 of South Park, as per plat recorded in Volume 4 of Plats, on page 87, records of King County Auditor;

Situate in the City of Seattle, County of King, State of Washington.

(Containing approximately 150 square feet)

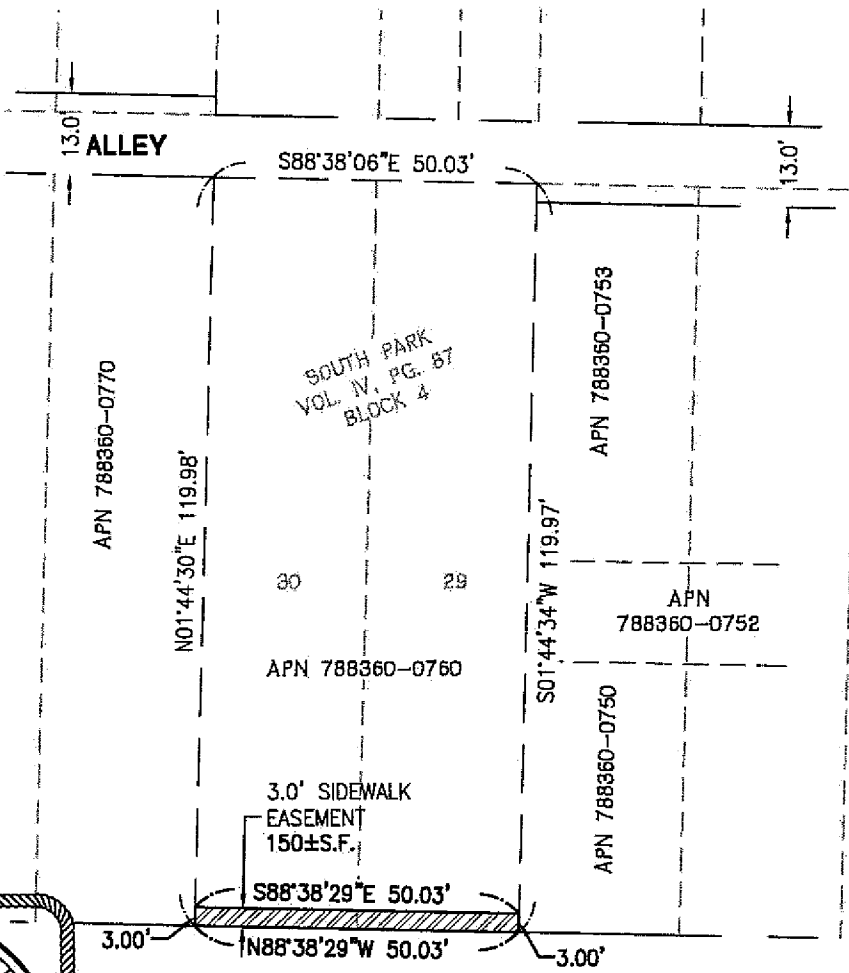

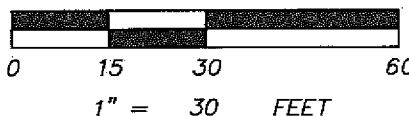

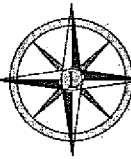


Project Name: JABOODA Homes, Inc.  
February 13, 2023

Page 3 of 4 pages

BY: JSK  
Ref. DWG: 6345EXH02.dwg



EXHIBIT 'B'			
			
		<p>GRAPHIC SCALE</p>  	
SCALE: HORIZONTAL 1"=30' VERTICAL N/A		For: <b>JABOODA HOMES, INC.</b>	JOB NUMBER <b>6345</b>
 <b>LANKTREE LAND SURVEYING, INC.</b> 25510 74TH AVENUE SOUTH KENT, WA 98032 PHONE: (253) 653-6423 FAX: (253) 793-1616 WWW.LANKTREELANDSURVEYING.COM		Title: <b>SIDEWALK EASEMENT</b>	6345L.002.DOC SHEET <b>1 of 1</b>
DESIGNED <u>XXX</u> DRAWN <u>JSK</u> CHECKED <u>XXX</u> APPROVED <u>TSL</u> DATE <u>02/13/2023</u>			

Record Date:2/12/2024 10:37 AM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY YASMIN ANTONIO, DEPUTY

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

### **EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned: none  
Grantor: .....SBOB, LLC, a Delaware limited liability company  
Grantee: .....The City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abbreviated): .....Portion of Lots 1 and 2, Block 52, Bell, Heirs of S. A., 2<sup>nd</sup> Addition,  
Vol.1, pp 121  
Assessor's Tax Parcel ID#: .....Portion of 066000-2155 and 066000-2170

RW T2023-25

GRANTOR, **SBOB, LLC**, a Delaware limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

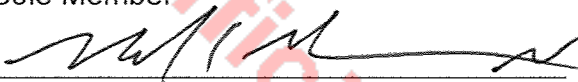
This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 1<sup>st</sup> DAY OF FEBRUARY, 2024.

**SBOB, LLC,**  
a Delaware limited liability company,

By: TC SBOB Member, LLC,  
a Delaware limited liability company  
Its: Managing Member

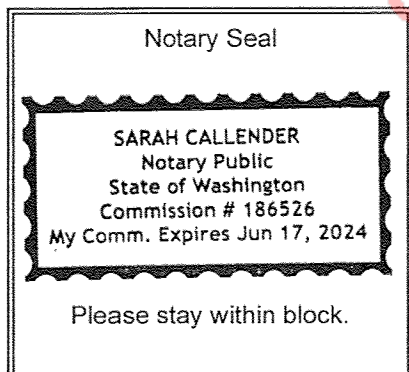
By: TC Northwest Development, Inc.,  
a Delaware corporation  
Its: Sole Member

By:   
Michael C. Nelson, President

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that **Michael C. Nelson** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as the President of **TC Northwest Development, Inc.**, a Delaware corporation, the Sole Member of **TC SBOB Member LLC**, a Delaware limited liability company, the Managing Member of **SBOB, LLC**, a Delaware limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 7<sup>th</sup> DAY OF February, 2024.



Sarah Callender  
Notary (print name) Sarah Callender  
Notary Public in and for the State of Washington,  
residing at unfilled  
My Appointment expires June 17, 2024

EXHIBIT A  
SIDEWALK EASEMENT

THAT PORTION OF LOTS 1 AND 2 OF BLOCK 52, OF THE SECOND ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL, (DECEASED) (COMMONLY KNOWN AS HEIRS OF SARA A. BELL'S 2ND ADDITION TO THE CITY OF SEATTLE) AS RECORDED IN KING COUNTY RECORDS IN VOLUME 1 OF PLATS, PAGE 121, WHICH LIES TO THE SOUTHEAST AND SOUTHWEST OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 2;

THENCE SOUTH 47°42'35" EAST, A DISTANCE OF 4.23 FEET ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 52 AND THE NORTHEASTERLY MARGIN OF BOREN AVENUE TO THE TRUE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTHWESTERLY LINE AND NORTHEASTERLY MARGIN SOUTH 49°42'35" EAST, A DISTANCE OF 106.79 FEET;

THENCE NORTH 42°16'33" EAST, PARALLEL WITH, AND 2.00 FEET DISTANT NORTHWESTERLY OF THE NORTHWEST LINE OF CONDEMNATION ORDINANCE NUMBER 14881, A DISTANCE OF 114.35 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF A DEED FOR ALLEY PURPOSES RECORDED UNDER KING COUNTY RECORDING NUMBER 20210204000021 AND THE TERMINUS OF SAID LINE;

EXCEPT ANY AREA THAT FALLS WITHIN CONDEMNATION ORDINANCE NUMBER 14881;

CONTAINING AN AREA OF 435 SQUARE FEET, MORE OR LESS;

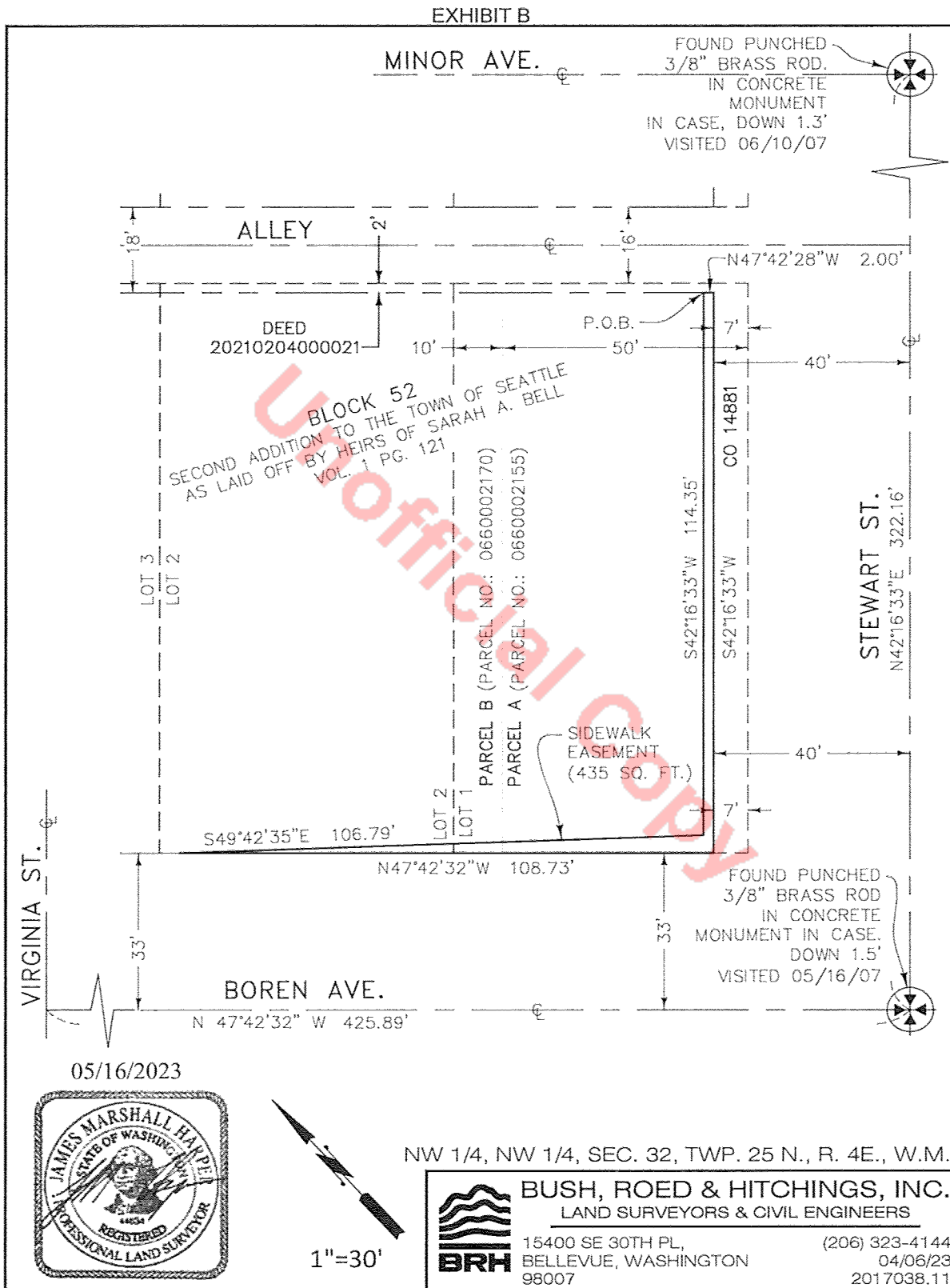
SITUATE IN THE CITY OF SEATTLE, KING COUNTY, STATE OF WASHINGTON.

05/16/2023



TRAMMEL CROW COMPANY  
1916 BOREN AVE.  
JAMES M. HARPER, P.L.S.  
BRH JOB NO. 2017038-11  
4/18/2023 REV. 5/16/2023

BUSH, ROED & HITCHINGS, INC.  
15400 SE 30TH PLACE  
BELLEVUE, WA 98007  
(206) 323-4144



### **SUBORDINATION AGREEMENT**

The undersigned, **Western Alliance Bank**, an Arizona corporation, as owner and holder of the Construction Deed of Trust and Fixture Filing, under King County Recording Number 20220923000855 (Deed of Trust), State of Washington, being on the same property described in favor of **SBOB, LLC**, a Delaware limited liability company, does hereby join and consent to the execution of this grant of easement as legally described herein to The City of Seattle. The undersigned further agrees that the lien of charge of the Deed of Trust will be and it is hereby subordinated to this grant of easement.

DATED THIS 2 DAY OF February, 2024.

**Western Alliance Bank**, an Arizona corporation

By: Ericka LeMaster

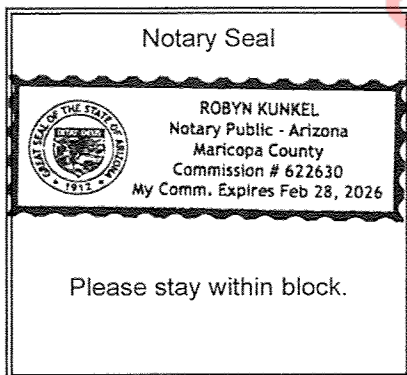
Print Name: Ericka LeMaster

Title: Senior Managing Director

STATE OF Arizona )  
 ) ss.  
COUNTY OF Maricopa )

I certify that I know or have satisfactory evidence that Ericka LeMaster  
is the person who appeared before me and said person acknowledged that he/she  
signed this instrument, on oath stated that he/she was authorized to execute this  
instrument as the Senior Managing Director of **Western Alliance Bank**, an Arizona  
corporation, and acknowledged it to be the free and voluntary act of such party for  
the use and purpose mentioned in this instrument.

DATED: February 2, 2024.



Robyn Kunkel  
Notary (print name) Robyn Kunkel  
Notary Public in and for the State of Arizona,  
residing at Mesa, AZ  
My Appointment expires 2.28.26



Record Date:7/14/2023 11:02 AM

King County, WA EXCISE TAX NOT REQUIRED BY PRISCILLA HARPER, DEPUTY

**E3245657**

EXCISE TAX AFFIDAVITS

7/14/2023 11:02 AM KING COUNTY, WA

Tax Amount:\$10.00



**20230714000219**

EASEMENT Rec: \$207.50

7/14/2023 11:02 AM

KING COUNTY, WA

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

### **EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned: none

Grantor: .....Lucky John LLC, a Washington limited liability company

Grantee: .....The City of Seattle, a municipal corporation of the State of Washington

Legal Description (abbreviated): .....Portion of Lot 10, Lake Dell, Vol. 4, pp 17

Assessor's Tax Parcel ID#: .....Portion of 400600-0181

RWT2023-36

GRANTOR, **LUCKY JOHN LLC**, a Washington limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 7<sup>th</sup> DAY OF July, 2023.

**LUCKY JOHN LLC,**  
a Washington limited liability company,

By: \_\_\_\_\_

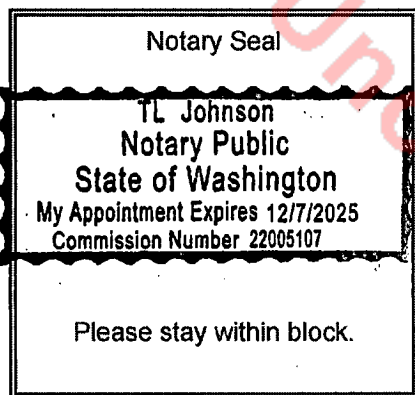
John Hansen, Managing Member

Unofficial Copy

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that **John Hansen** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as the Managing Member of **Lucky John LLC**, a Washington limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 7<sup>th</sup> DAY OF July, 2023.



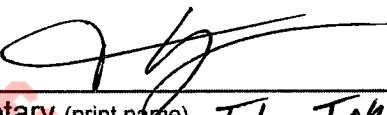
  
Notary (print name) TL Johnson  
Notary Public in and for the State of Washington,  
residing at SEATTLE, WA 98126  
My Appointment expires Dec. 7th 2025

EXHIBIT A

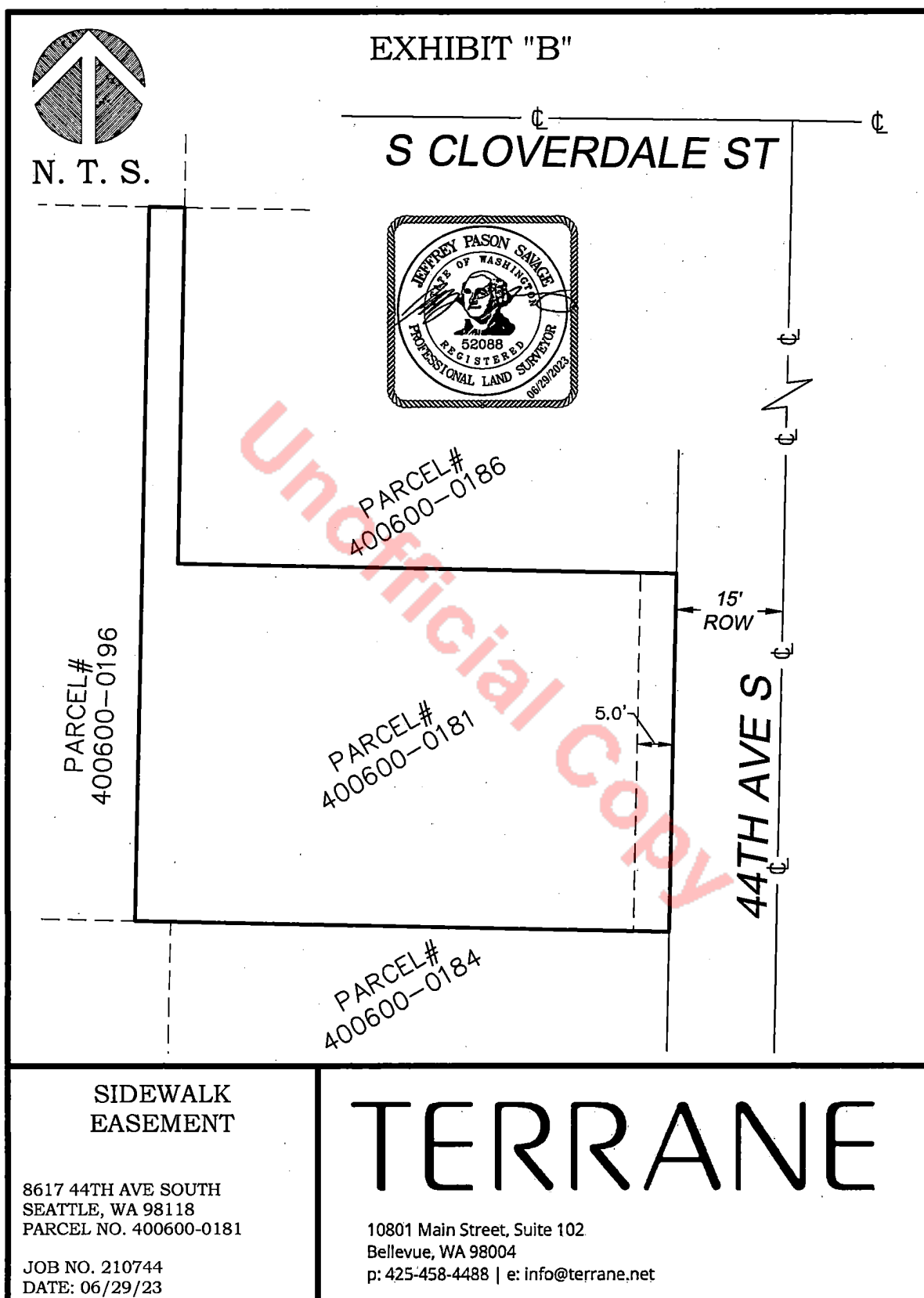
THAT PORTION OF THE NORTH 50 FEET OF THE SOUTH 150 FEET OF THE EAST 70 FEET OF TRACT 10,  
LAKE DELL, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 17, IN KING  
COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE EASTERLY FIVE (5) FEET THEREOF.

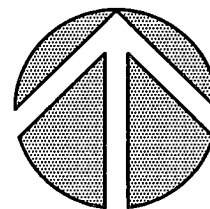
CONTAINING 250 SQUARE FEET, MORE OR LESS.



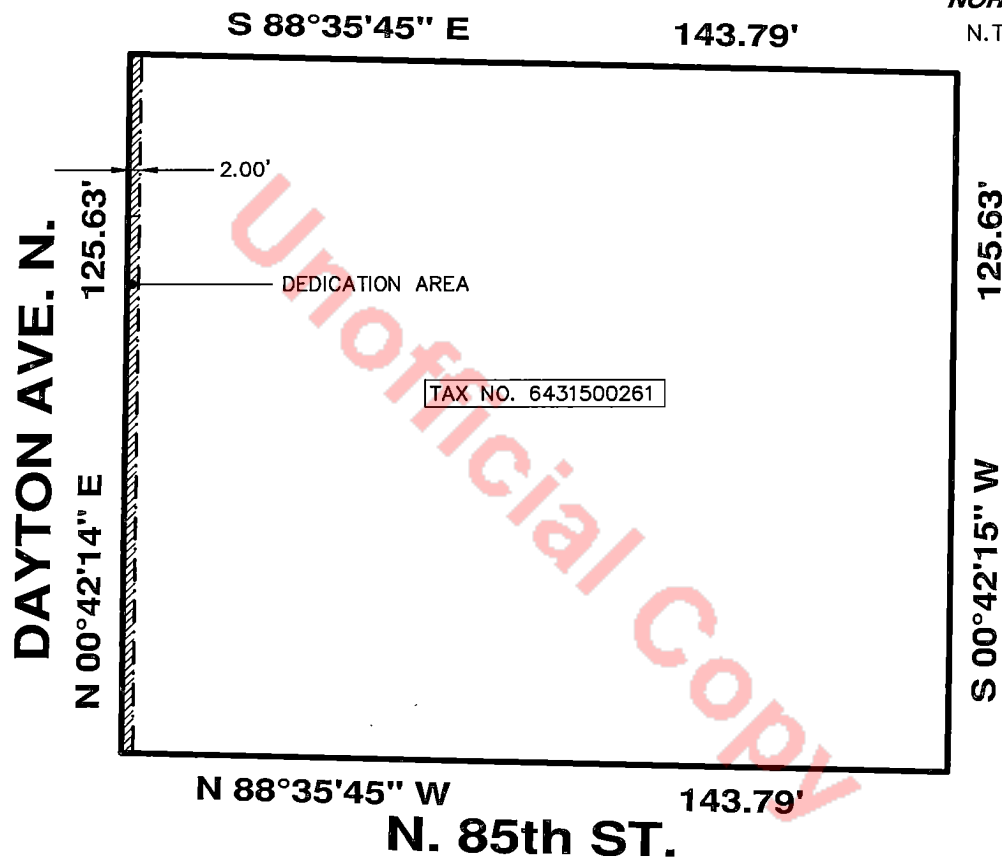
Unofficial Copy



## EXHIBIT B



NORTH  
N.T.S.



DATE: 06/15/2022

Page 6 of 6 pages

Record Date:8/24/2023 8:44 AM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY ROBERT DUTTON, DEPUTY

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

**EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned: none

Grantor: .....BTC IV Crown Hill, LLC, a Delaware limited liability company

Grantee: .....The City of Seattle, a municipal corporation of the State of Washington

Legal Description (abbreviated): .....Portion of Lot 16, Block 6, Highland View, Vol. 18 of Plats, pp 22

Assessor's Tax Parcel ID#: .....Portion of 330070-0930

RW T2023-37

GRANTOR, **BTC IV CROWN HILL, LLC**, a Delaware limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A, B, AND C ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 18 DAY OF August, 2023.

**BTC IV CROWN HILL, LLC,**  
a Delaware limited liability company,

By: BTC IV Crown Hill REIT, LLC,  
a Delaware limited liability company,  
Its: Sole Member

By: BTC IV, LP,  
A Delaware limited partnership,  
Its: Sole Member

By: BTC IV Investor GP, LLC,  
A Delaware limited liability company,  
Its: General Partner

By: Quarterra MF Holdings, LLC,  
A Delaware limited liability company,  
Its: Sole Member

By: Quarterra Multifamily Communities, LLC,  
A Delaware limited liability company,  
Its: Sole Member

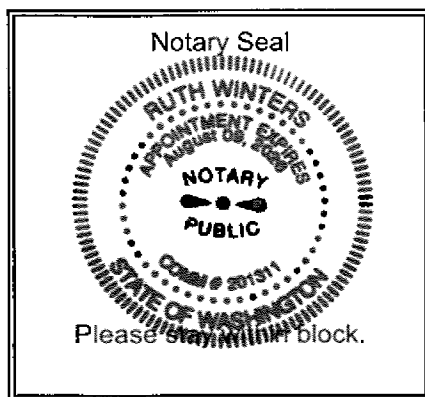
By:   
Brad Reisinger,  
Authorized Representative



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 he signed this instrument, on oath stated that he was authorized to execute this instrument as the Authorized Representative of **Quarterra Multifamily Communities, LLC**, a Delaware limited liability company, the Sole Member of **Quarterra MF Holdings, LLC**, a Delaware limited liability company, the Sole Member of **BTC IV Investor GP, LLC**, a Delaware limited liability company, the General Partner of **BTC IV, LP**, a Delaware limited partnership, the Sole Member of **BTC IV Crown Hill REIT, LLC**, a Delaware limited liability company, the Sole Member of **BTC IV Crown Hill, LLC**, a Delaware limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: August 18, 2023



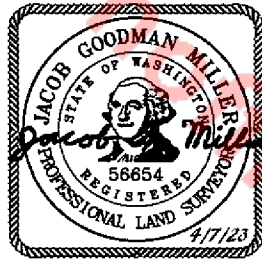
[Signature]  
Notary (print name) Ruth Winters  
Notary Public in and for the State of Washington,  
residing at Seattle  
My Appointment expires August 09, 2026

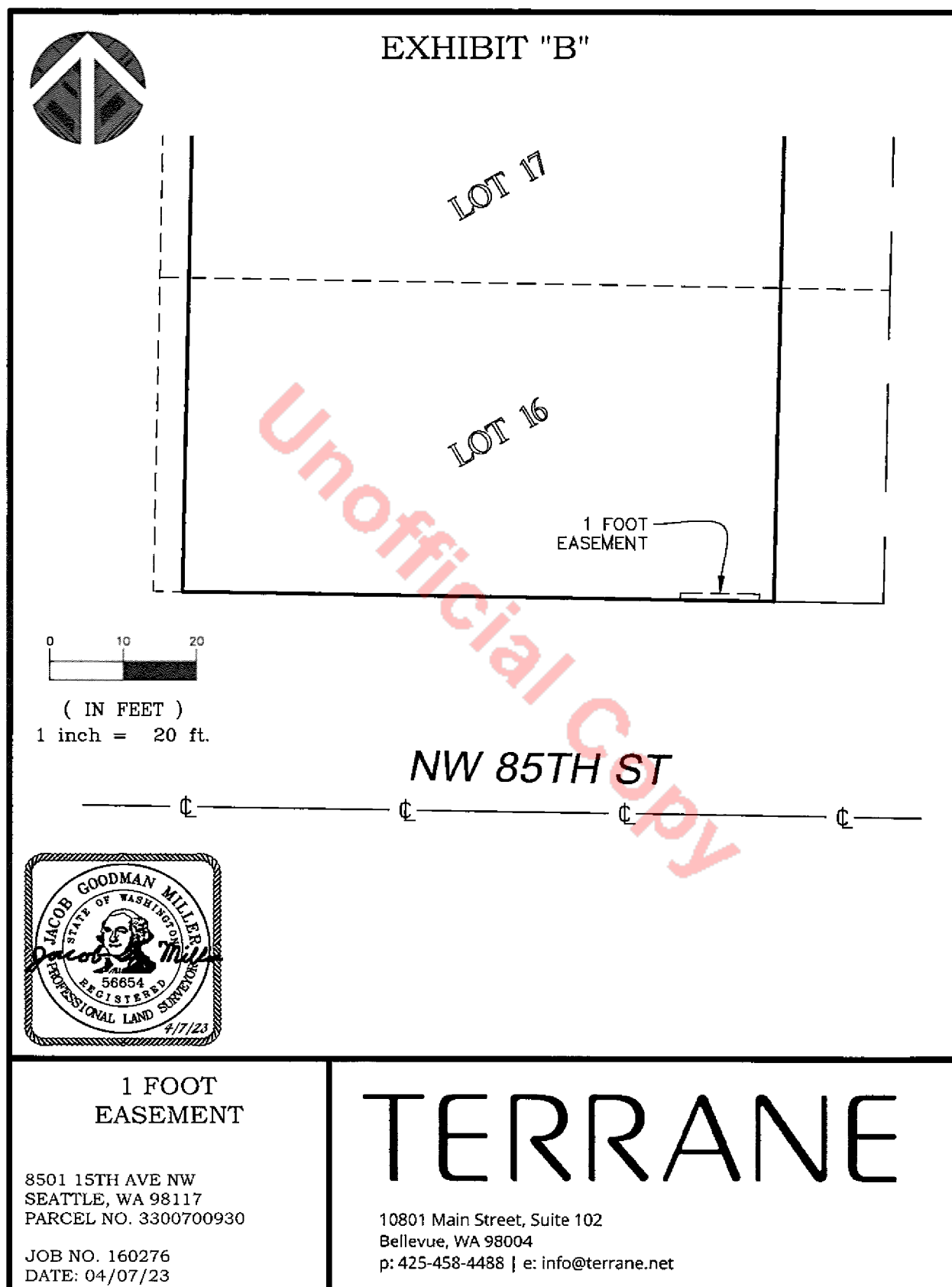
## EXHIBIT A

### 1 FOOT EASEMENT

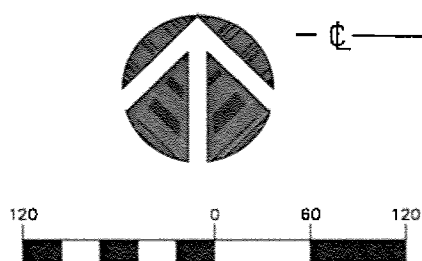
THE SOUTH 1.00 FEET OF THE WEST 11.00 FEET OF THE EAST 28.00 FEET OF LOT 16 IN BLOCK 6 OF  
HIGHLAND VIEW, AN ADDITION TO THE CITY OF SEATTLE, AS PER PLAT RECORDED IN VOLUME 18 OF  
PLATS, PAGE 22, RECORDS OF KING COUNTY, WASHINGTON;

CONTAINING 11 SQUARE FEET, MORE OR LESS.





## EXHIBIT "C"



( IN FEET )  
1 INCH = 120 FT.



NW 87TH ST

16TH AVE NW

15TH AVE NW

NW 85TH ST

1 FOOT  
EASEMENT

8501 15TH AVE NW  
SEATTLE, WA 98117  
PARCEL NO. 3300700930

JOB NO. 160276  
DATE: 04/07/23

# TERRANE

10801 Main Street, Suite 102  
Bellevue, WA 98004  
p: 425-458-4488 | e: [info@terrane.net](mailto:info@terrane.net)

Record Date:12/5/2023 8:09 AM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY BENJAMIN WARREN, DEPUTY

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

### **EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned: none  
Grantor: .....King County, a political subdivision of the State of Washington  
Grantee: .....The City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abbreviated): .....Portion of Parcels X and Y, LBA No. 3040593-LU, recorded under King  
County Recording No. 20230908900001 (also known as a portion of the  
SW ¼ of the NE ¼ of the NW ¼ of Sec. 32 T26N R4E, W.M.)  
Assessor's Tax Parcel ID#: .....Portion of 322604-9325

RWT2023-38

GRANTOR, **KING COUNTY**, a political subdivision of the State of Washington, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

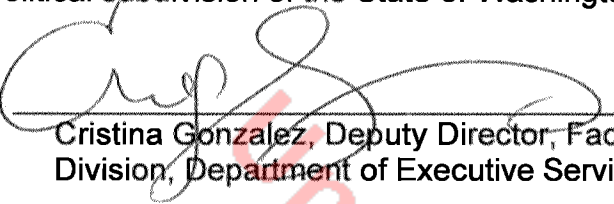
The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 4<sup>th</sup> DAY OF December, 2023.

**KING COUNTY,**  
a political subdivision of the State of Washington,

By



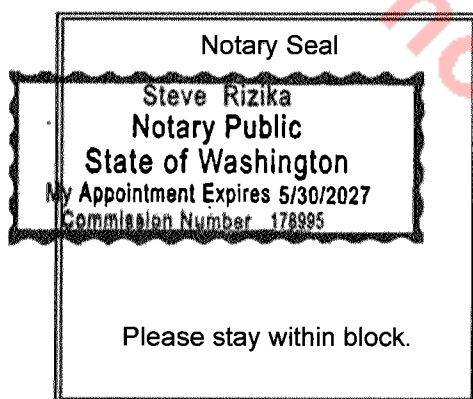
Cristina Gonzalez, Deputy Director, Facilities Management  
Division, Department of Executive Services

Unofficial Copy

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF KING                    )

I certify that I know or have satisfactory evidence that **Cristina Gonzalez** is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument as the Deputy Director of the Facilities Management Division of the Department of Executive Services of **KING COUNTY**, a political subdivision of the State of Washington, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 4<sup>th</sup> DAY OF December, 2023.




  
Notary (print name) Steve Rizika  
Notary Public in and for the State of Washington,  
residing at Mercer Island, WA  
My Appointment expires 5/30/27

EXHIBIT A  
SIDEWALK DEDICATION

PORTIONS OF PARCEL Y AND X OF CITY OF SEATTLE LOT BOUNDARY  
ADJUSTMENT NO. 3040593-LU, UNDER KING COUNTY RECORDING NUMBER  
20230908900001, WHICH LIES NORTH OF THE FOLLOWING DESCRIBED  
LINES;

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL Y;

THENCE ALONG THE WEST LINE OF SAID PARCEL Y SOUTH  $00^{\circ}35'38''$   
WEST, A DISTANCE OF 1.50 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID WEST LINE OF PARCEL Y SOUTH  $88^{\circ}16'21''$   
EAST, A DISTANCE OF 92.03 FEET;

THENCE NORTH  $79^{\circ}44'57''$  EAST, A DISTANCE OF 7.23 FEET TO A  
POINT ON THE A NORTH LINE OF SAID PARCEL X AND THE TERMINUS  
OF THIS DESCRIBED LINE;

AND;

COMMENCING AT THE MOST NORTHERLY WEST CORNER OF SAID PARCEL X;

THENCE ALONG A WEST LINE OF SAID PARCEL X SOUTH  $00^{\circ}36'34''$   
WEST, A DISTANCE OF 5.77 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID WEST LINE NORTH  $80^{\circ}04'31''$  EAST, A  
DISTANCE OF 23.61 FEET;

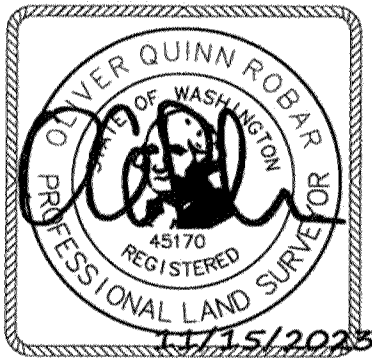
THENCE SOUTH  $88^{\circ}16'21''$  EAST, A DISTANCE OF 91.18 FEET TO THE  
BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH A RADIUS  
OF 15 FEET, WHICH CENTER BEARS SOUTH  $01^{\circ}43'39''$  WEST;

THENCE ALONG SAID CURVE A DISTANCE OF 23.27 FEET TO THE WEST  
MARGIN OF 3<sup>RD</sup> AVENUE NORTHEAST AND TERMINUS OF THIS DESCRIBED  
LINE;

CONTAINING A COMBINED AREA OF 374 SQUARE FEET, MORE OR LESS;

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

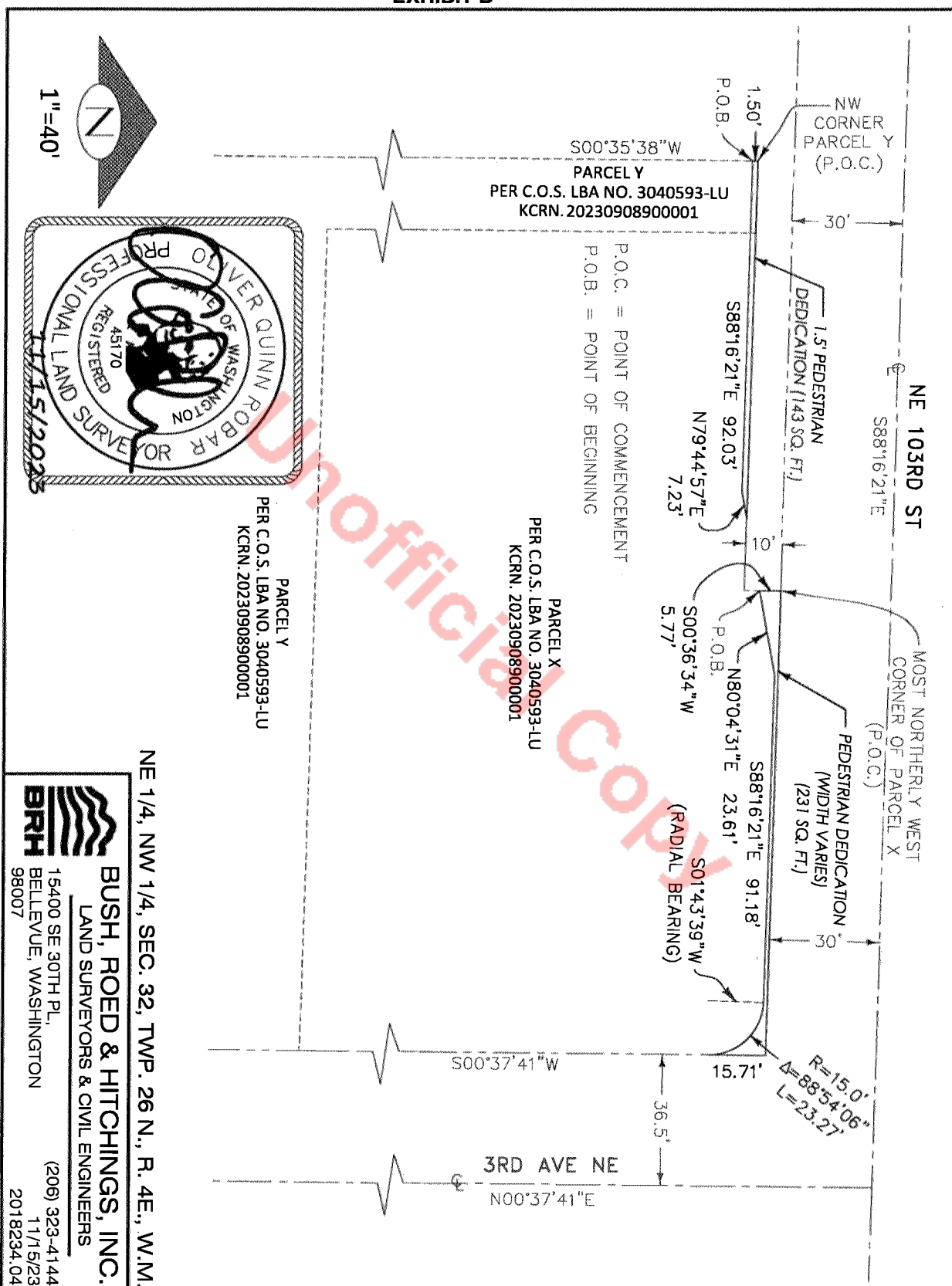




BRIDGE HOUSING - NORTHGATE  
OLIVER Q ROBAR, P.L.S.  
BRH JOB NO. 2018234-04  
11/15/2023

BUSH, ROED & HITCHINGS, INC.  
15400 SE 30TH PLACE  
BELLEVUE, WA 98007  
(206) 323-4144

Unofficial Copy

**EXHIBIT B**

After recording return document to:

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

*Document Title: Signal Pole Easement*

*Reference Number of Related Document: N/A*

*Grantor(s): David & Marykay Livingston Family Enterprises, LLC*

*Grantee: City of Seattle*

*Abbreviated Legal Description: Ptn of Lot 1, Blk 6, Osner's Suburban Homes, Volume 9, PP 92, King County, Washington*

*Additional Legal Description on Exhibits A and B on Pages 4 and 5 of Document.*

*Assessor's Tax Parcel Number(s): 643150-0261*

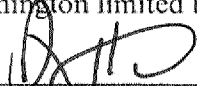
### **SIGNAL POLE EASEMENT**

The Grantors, DAVID & MARYKAY LIVINGSTON FAMILY ENTERPRISES, LLC, a Washington limited liability company, for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City set forth, the receipt and sufficiency of which is acknowledged, convey and warrant to the CITY OF SEATTLE, a municipal corporation of the State of Washington, an Easement for constructing, repairing, replacing, and maintaining a traffic signal pole and related equipment; over, under, upon and across the lands as described in Exhibit A and depicted in Exhibit B, situated in King County, State of Washington, to the same extent and purpose as if the rights granted had been acquired under Eminent Domain statutes of the State of Washington.

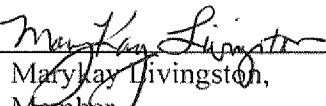
See Exhibits A and B attached and made part of this easement.

**SIGNAL POLE EASEMENT**

DAVID & MARYKAY LIVINGSTON FAMILY ENTERPRISES, LLC  
a Washington limited liability company

By:   
David K. Livingston,  
Member

1.27.22  
Date

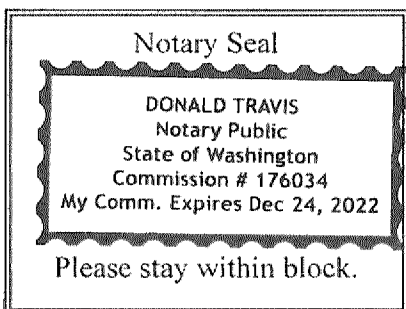
By:   
Mary Kay Livingston,  
Member

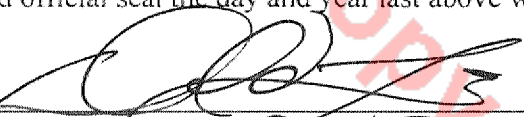
1/27/22  
Date

STATE OF WASHINGTON )  
  : §  
County of King )

On this 27<sup>th</sup> day of January, 2022, I certify that I know or have satisfactory evidence that DAVID K. LIVINGSTON and MARYKAY LIVINGSTON appeared before me and acknowledged that they signed this instrument and on oath stated that they were authorized to execute this instrument as MEMBERS of DAVID & MARYKAY LIVINGSTON FAMILY ENTERPRISES, LLC, a Washington limited liability company, and acknowledged it to be the free and voluntary act for the use and purpose mentioned in this instrument.

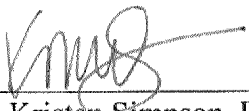
GIVEN under my hand and official seal the day and year last above written.



  
Notary (print name) Donald Travis  
Notary Public in and for the State of Washington,  
residing at Bathell, WA  
My Appointment expires 12/24/2022

**SIGNAL POLE EASEMENT**

Approved and Accepted By:  
CITY OF SEATTLE

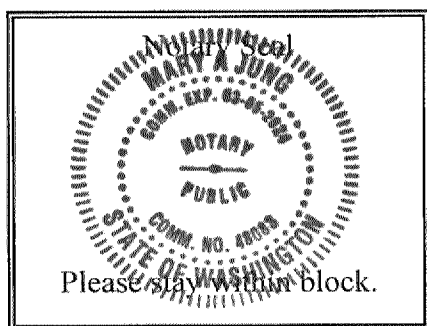
By:   
Kristen Simpson, Interim Director  
Seattle Department of Transportation

Dated: 2/10/22, 2022

STATE OF WASHINGTON )  
  : §  
County of King )

On this 10<sup>th</sup> day of February, 2022, before me personally appeared KRISTEN SIMPSON, to me known to be the Interim Director of the Seattle Department of Transportation of the City of Seattle, a Washington Municipal Corporation, the municipal corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

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



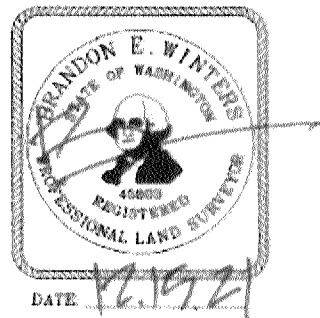
Mary Jung  
Notary (print name) Mary Jung  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment expires March 5, 2024

**SIGNAL POLE EASEMENT**

**EXHIBIT A**

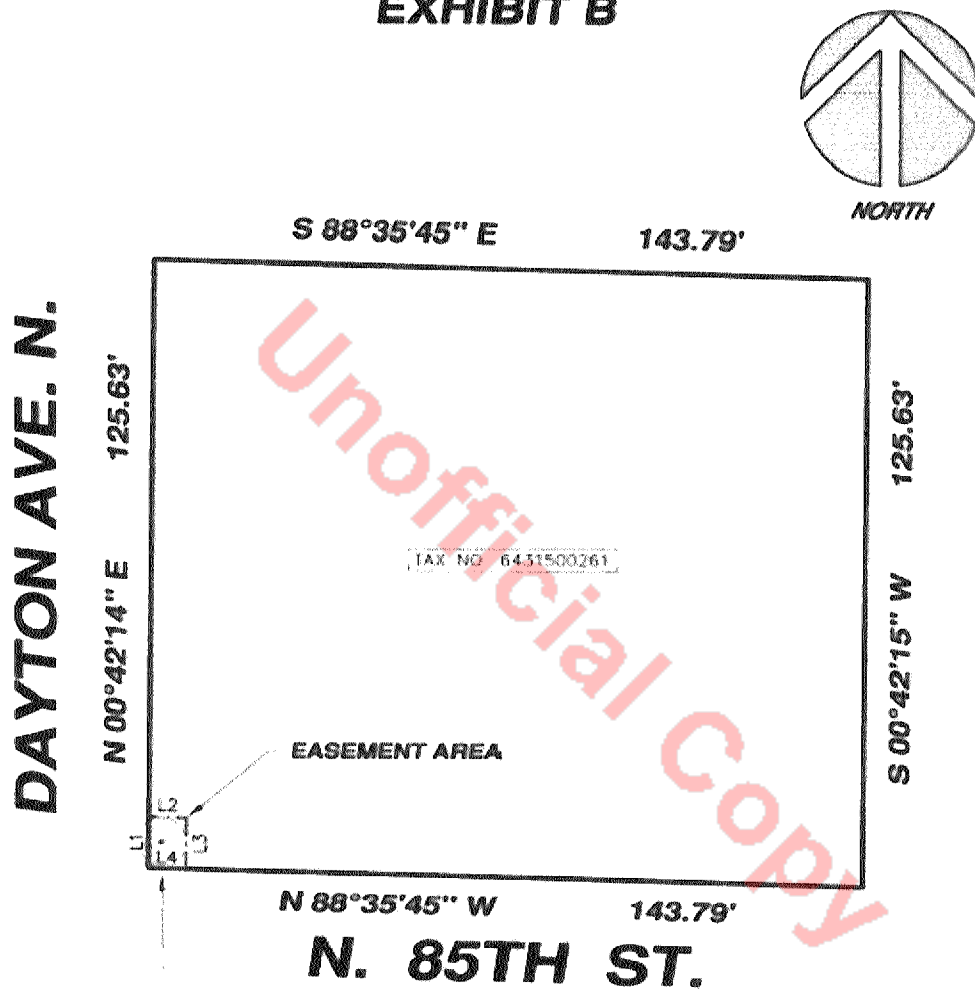
**EASEMENT DESCRIPTION**

THE SOUTH 10.72 FT. OF THE WEST 7.62 FT. OF LOT 1, BLOCK 6,  
OSNER'S SUBURBAN HOMES, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 9 OF PLATS, PAGE 92, RECORDS OF KING  
COUNTY, WA.



**SIGNAL POLE EASEMENT**

**EXHIBIT B**



TRAFFIC SIGNAL POLE & 5  
FT. RADIUS MAINTENANCE  
AREA

**LINE TABLE**

LINE	BEARING	LENGTH
L1	N 00°42'14" E	10.72'
L2	S 88°35'45" E	7.64'
L3	S 00°42'14" W	10.72'
L4	N 88°35'45" W	7.64'





Record Date:8/11/2023 1:49 PM

King County, WA EXCISE TAX NOT REQUIRED BY MARY MAHONE-NOODEL, DEPUTY



**20230811000623**

EASEMENT Rec: \$208.50  
8/11/2023 1:49 PM  
KING COUNTY, WA

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

**EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned: none  
Grantor: .....David & MaryKay Livingston Family Enterprises, LLC, a Washington  
limited liability company  
Grantee: .....The City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abbreviated): .....Lots 1 and 2, Block 6, Osner's Suburban Homes, Vol. 9, pp 92  
Assessor's Tax Parcel ID#: .....Portion of 643150-0261

RW T2023-42

GRANTOR, **DAVID & MARYKAY LIVINGSTON FAMILY ENTERPRISES, LLC**, a Washington limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A AND B ATTACHED HERETO AND  
INCORPORATED HEREIN BY THIS REFERENCE


The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.



This Agreement supersedes and replaces King County Recording Number 20220627000893, and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 27<sup>th</sup> DAY OF July, 2023.

**DAVID & MARYKAY LIVINGSTON FAMILY ENTERPRISES, LLC,**  
a Washington limited liability company,

By:   
David Livingston, Member

Dated: 7/27/23

By:   
MaryKay Livingston, Member

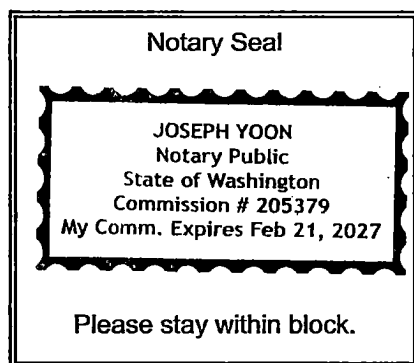
Dated: 7/27/23

STATE OF WASHINGTON )  
COUNTY OF ~~KING~~ <sup>Snohomish</sup> ) ss.  
 )

I certify that I know or have satisfactory evidence that **David Livingston** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as a Member of **David & MaryKay Livingston Family Enterprises, LLC**, a Washington limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 27<sup>TH</sup> DAY OF JULY, 2023.

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



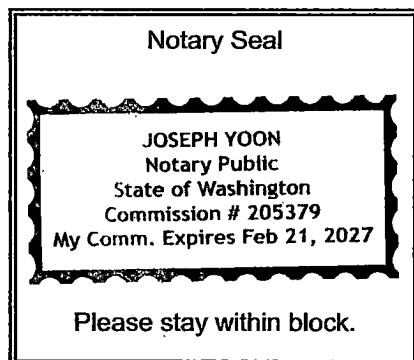
Notary (print name) JOSEPH YOON  
Notary Public in and for the State of Washington,  
residing at Bonkell  
My Appointment expires 02/21/2027


STATE OF WASHINGTON )  
COUNTY OF ~~KING~~ <sup>SNOHOMISH</sup> ) ss.  
 )

I certify that I know or have satisfactory evidence that **MaryKay Livingston** is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument as a Member of **David & MaryKay Livingston Family Enterprises, LLC**, a Washington limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 27<sup>TH</sup> DAY OF JULY, 2023.

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



  
Notary (print name) JOSEPH YOON  
Notary Public in and for the State of Washington,  
residing at BOTHEN  
My Appointment expires 02/21/2027

## EXHIBIT A

### EASEMENT DESCRIPTION

THOSE PORTIONS OF THE FOLLOWING DESCRIBED PARCEL:

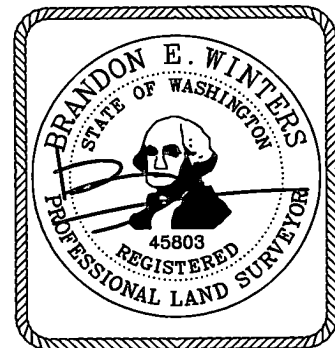
THE WEST HALF OF LOT 1 AND THE SOUTH 2.5 FEET OF THE WEST 143.75 FEET OF LOT 2, ALL IN BLOCK 6, OSNER'S SUBURBAN HOMES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 92, RECORDS OF KING COUNTY, WASHINGTON.

**EXCEPT** THE WEST 2.00 FT. THEREOF DEDICATED TO THE CITY OF SEATTLE UNDER KING COUNTY RECORDING NO. 20230714000218

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N.E. CORNER OF SAID PARCEL; THENCE N 88°35'45" W ALONG THE NORTH LINE OF SAID PARCEL FOR A DISTANCE OF 137.64 FT. TO THE **POINT OF BEGINNING**; THENCE S 46°16'14" W, 5.82 FT.; THENCE N 00°42'14" E, 4.12 FT.; THENCE S 88°35'45" E, 4.15 FT. TO THE **POINT OF BEGINNING**.

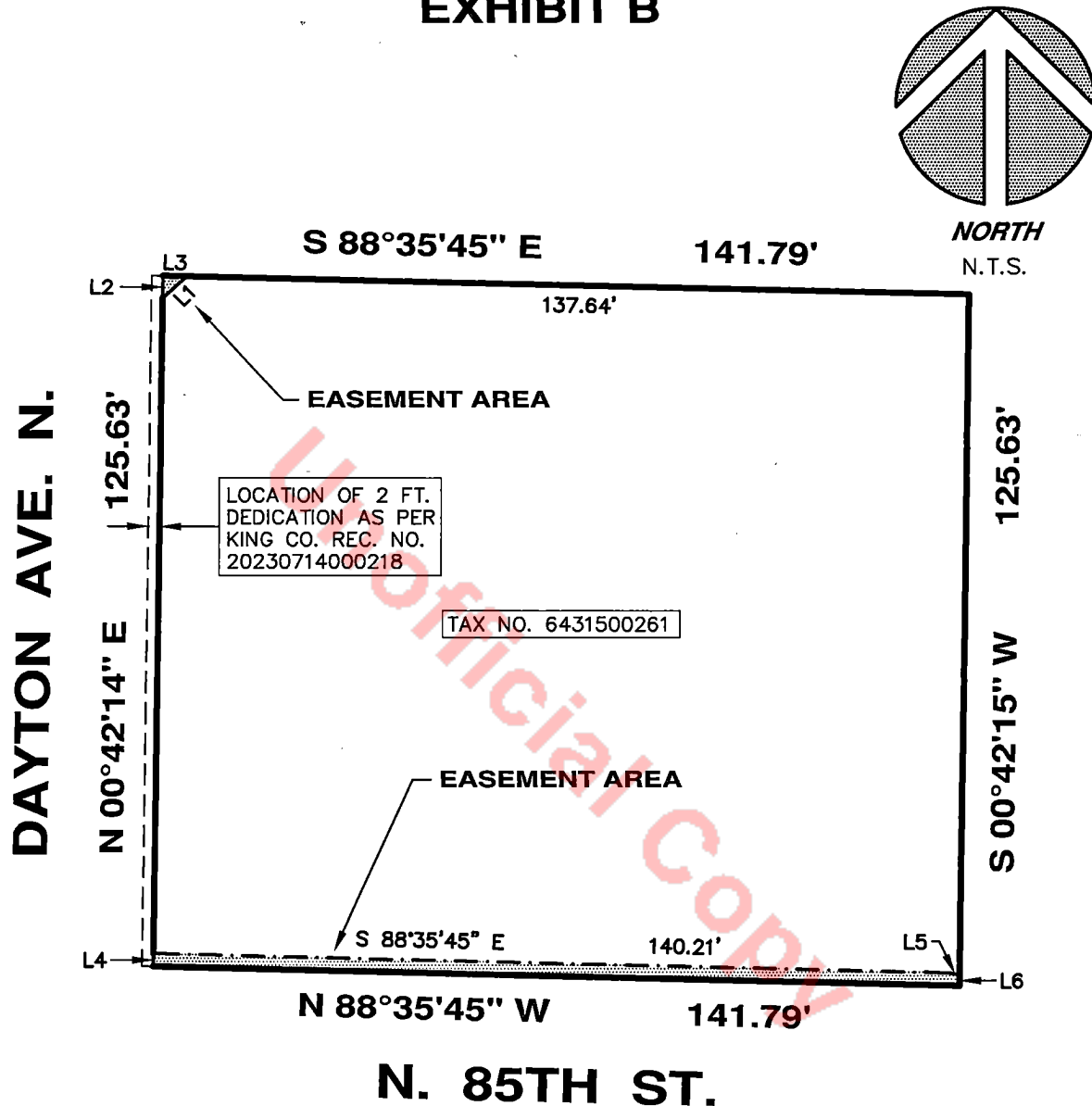
TOGETHER WITH THAT PORTION **BEGINNING** AT THE S.E. CORNER OF SAID PARCEL; THENCE N 88°35'45" W ALONG THE SOUTH LINE OF SAID PARCEL FOR A DISTANCE OF 141.79 FT.; THENCE N 00°42'14" E, 2.29 FT.; THENCE S 88°35'45" E, 140.21 FT.; THENCE S 73°50'35" E, 1.63 FT.; THENCE S 00°42'15" W, 1.87 FT. TO THE **POINT OF BEGINNING**.



Page 5 of 6 pages

DATE: 7/18/23

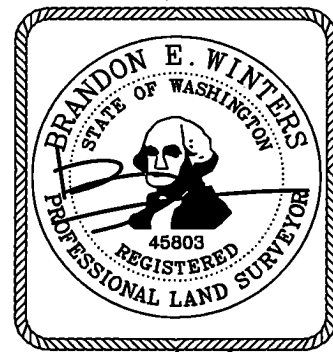
## EXHIBIT B



### LINE TABLE

LINE	BEARING	LENGTH
L1	S 46°16'14" W	5.82'
L2	N 00°42'14" E	4.12'
L3	S 88°35'45" E	4.15'
L4	N 00°42'14" E	2.29'
L5	S 73°50'35" E	1.63'
L6	S 00°42'15" W	1.87'

Page 6 of 6 pages



DATE: 7/18/23



**20231017000310**

EASEMENT Rec: \$208.50  
10/17/2023 11:11 AM  
KING COUNTY, WA

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

**EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned: none  
Grantor: .....9North Owner LLC, a Delaware limited liability company  
Grantee: .....The City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abbreviated): .....Portion of Lots 1, 2, and 3, Block 87, Denny, D. T., Park Addition,  
Vol. 2, pp 46  
Assessor's Tax Parcel ID#: .....Portion of 199120-1335, 199120-1345, and 199120-1355  
RW T2023-43

GRANTOR, **9NORTH OWNER LLC**, a Delaware limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

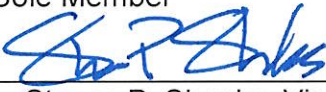
The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 2<sup>nd</sup> DAY OF OCTOBER, 2023.

**9NORTH OWNER LLC,**  
a Delaware limited liability company,

By: 9North Holding LLC,  
a Delaware limited liability company  
Its: Sole Member

By:   
Steven P. Shanks, Vice President



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco)

On October 2, 2023 before me, Margaret A. Leahy, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

Margaret A. Leahy



(Seal)



## EXHIBIT "A"

### LEGAL DESCRIPTION SIDEWALK EASEMENT

#### PARCEL "A" (1355)

THE EAST 1 FOOT OF THE FOLLOWING PARCEL OF LAND DESCRIBED AS FOLLOWS:

THE NORTH 30 FEET OF LOT 3, BLOCK 87, D.T. DENNY'S PARK ADDITION TO  
NORTH SEATTLE, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS AT  
PAGE 46, RECORDS OF KING COUNTY, WASHINGTON

THE LOWER LIMIT OF VERTICAL SPACE DESCRIBED ABOVE WILL BE AT THE  
FINISH GRADE AND THE UPPER LIMIT OF VERTICAL SPACE DESCRIBED ABOVE  
WILL BE 8 FEET ABOVE FINISH GRADE.

FINISH GRADE IS DETERMINED BY AN INCLINED PLANE RUNNING BETWEEN THE  
SOUTHEAST CORNER OF THE NORTH 30 FEET OF LOT 3, BLOCK 87, AT ELEVATION  
64.67, TO THE NORTHEAST CORNER OF THE NORTH 30 FEET OF LOT 3, BLOCK 87,  
AT ELEVATION 64.36.

SAID ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF  
1988 (NAVD88), BASED ON TIES TO THE CITY OF SEATTLE BENCHMARK SNV-0002.

SAID ELEVATIONS PER SDOT PROJECT NUMBER SUSIP0000119 PAGE 4 OF 18.

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.  
CONTAINING AN AREA OF 30 SQUARE FEET (0.0007 ACRES), MORE  
OR LESS.



9/21/23

## EXHIBIT "A"

### LEGAL DESCRIPTION SIDEWALK EASEMENT

#### PARCEL "B" (1335 & 1345)

THE EAST 1 FOOT OF THE FOLLOWING PARCEL OF LAND DESCRIBED AS FOLLOWS:

LOT 1 AND 2, BLOCK 87, D.T. DENNY'S PARK ADDITION TO NORTH SEATTLE,  
ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS AT PAGE 46, RECORDS OF  
KING COUNTY, WASHINGTON.

THE LOWER LIMIT OF VERTICAL SPACE DESCRIBED ABOVE WILL BE AT THE  
FINISH GRADE AND THE UPPER LIMIT OF VERTICAL SPACE DESCRIBED ABOVE  
WILL BE 8 FEET ABOVE FINISH GRADE.

FINISH GRADE IS DETERMINED BY AN INCLINED PLANE RUNNING BETWEEN THE  
SOUTHEAST CORNER, OF LOT 1 AND 2, BLOCK 87, AT ELEVATION 64.36, TO THE  
NORTHEAST CORNER OF LOT 1 AND 2, BLOCK 87, AT ELEVATION 62.57.

SAID ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF  
1988 (NAVD88), BASED ON TIES TO THE CITY OF SEATTLE BENCHMARK SNV-0002.

SAID ELEVATIONS PER SDOT PROJECT NUMBER SUSIP0000119 PAGE 4 OF 18.

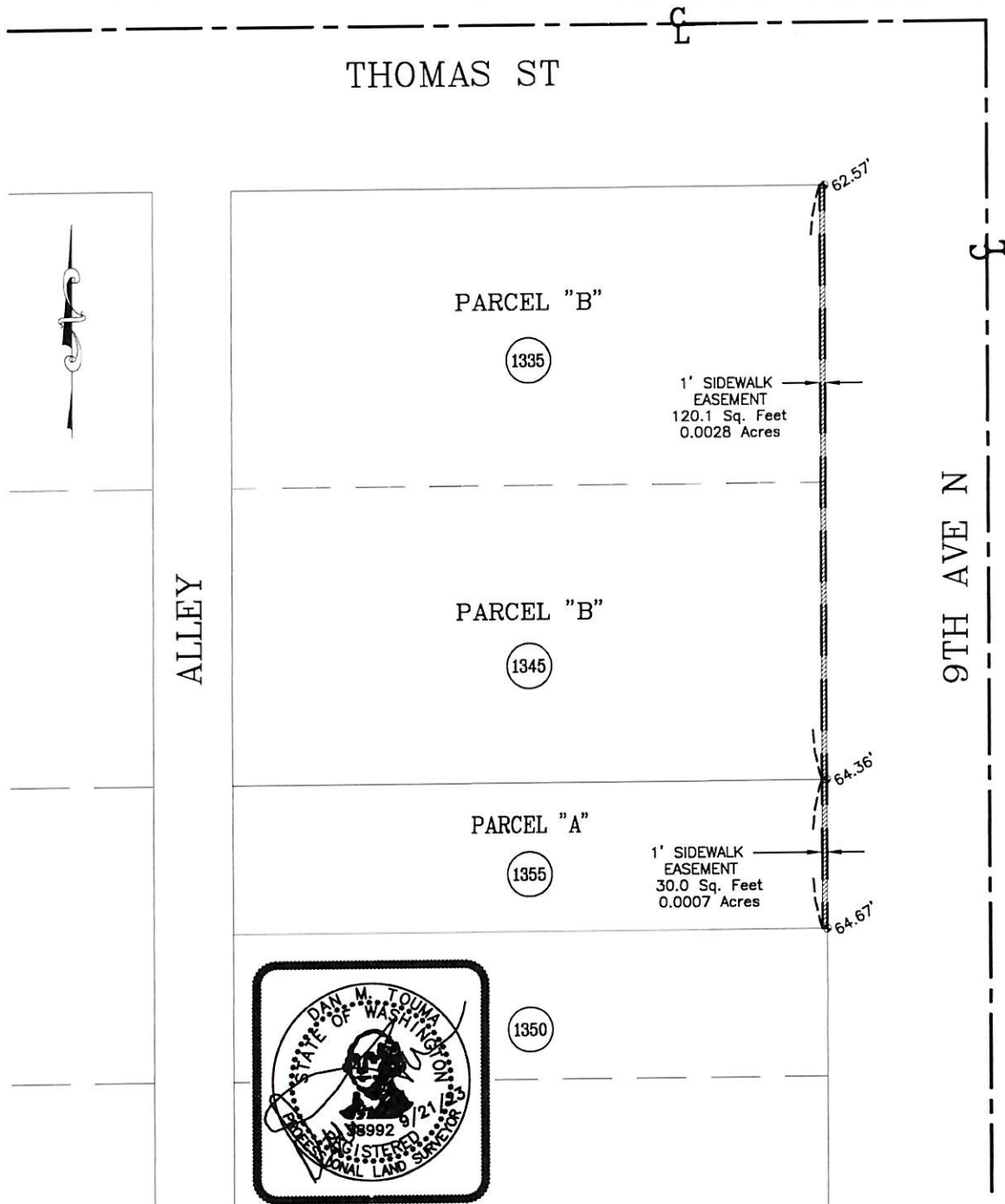
SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.  
CONTAINING AN AREA OF 120.1 SQUARE FEET (0.0028 ACRES), MORE  
OR LESS.



9/21/23

# EXHIBIT "B"

SIDEWALK EASEMENT  
EXHIBIT MAP



CTI 232204-SC

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

EASEMENT FOR PUBLIC SIDEWALK

Reference#s of Documents Released or Assigned:none  
Grantor: ..... North MLK Development LLLP, a Washington limited liability limited partnership  
Grantee: .....The City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abbreviated): .....Portion of Lot 3, Block 3, Kittlingers Add., Vol. 11 of Plats, pp 17  
Assessor's Tax Parcel ID#: .....Portion of 390410-0275  
RW T2023-48A

GRANTOR, NORTH MLK DEVELOPMENT LLLP, a Washington limited liability limited partnership, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, THE CITY OF SEATTLE, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 11<sup>th</sup> DAY OF December, 2023.

**NORTH MLK DEVELOPMENT LLLP,**  
a Washington limited liability limited partnership,

By: LIHI North MLK LLC,  
a Washington limited liability company,  
Its: General Partner

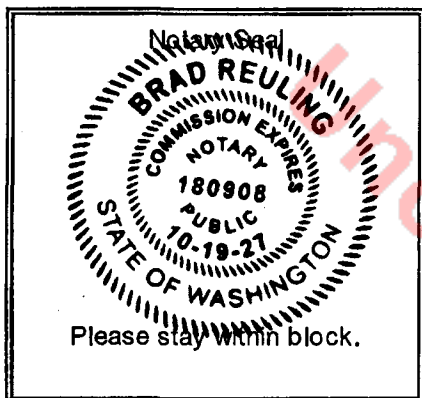
By: Low Income Housing Institute (LIHI),  
A Washington nonprofit corporation,  
Its: Sole Member

By: Lynne Behar  
Lynne Behar, Chief Financial Officer

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that **Lynne Behar** is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument as the Chief Financial Officer of **Low Income Housing Institute (LIHI)**, a Washington nonprofit corporation, the Sole Member of **LIHI North MLK LLC**, a Washington limited liability company, the General Partner of **North MLK Development LLLP**, a Washington limited liability limited partnership, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 11<sup>th</sup> DAY OF December, 2023.



Brad Reuling  
Notary (print name) BRAD REULING  
Notary Public in and for the State of Washington,  
residing at Seattle  
My Appointment expires 10-19-27

**EXHIBIT A**  
**SIDEWALK EASEMENT DESCRIPTION**

THE WEST 1.60 FEET OF THE FOLLOWING DESCRIBED PROPERTY;

LOT 3, BLOCK 3, KITTINGERS ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11, PAGE 17, RECORDS OF KING COUNTY, WASHINGTON;

LYING WEST OF RENTON AVENUE SOUTH AS CONDEMNED BY CITY OF SEATTLE ORDINANCE NUMBER 30673, AND BY KING COUNTY SUPERIOR COURT CAUSE NUMBER 98096;

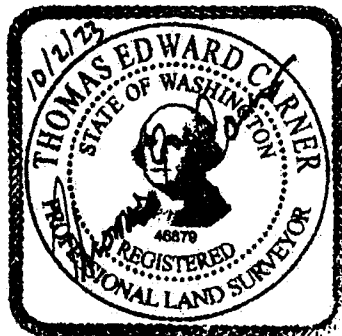
AND LYING EAST OF MARTIN LUTHER KING JR WAY (EMPIRE WAY) AS CONDEMNED BY CITY OF SEATTLE ORDINANCE NUMBER 37066, AND BY KING COUNTY SUPERIOR COURT CAUSE NUMBER 122079;

EXCEPT THAT PORTION THEREOF CONVEYED TO CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY BY DEED RECORDED UNDER RECORDING NUMBER 20040302001174;

AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF SEATTLE BY DEED RECORDED UNDER 20110523001100, ACCEPTED UNDER ORDINANCE 124413.

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

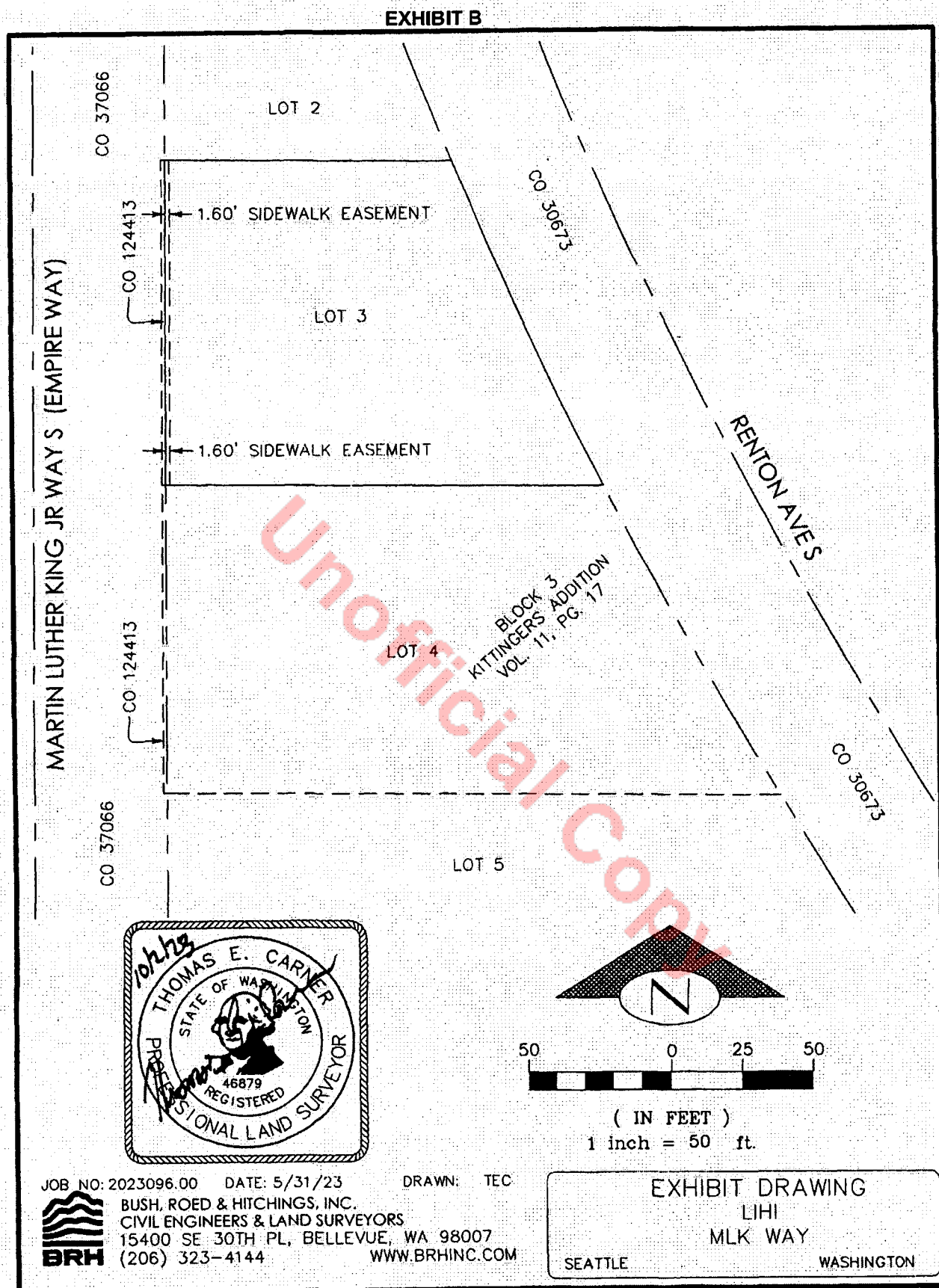
CONTAINING AN AREA OF 186 SQUARE FEET OR 0.0043 ACRES, MORE OR LESS.



THOMAS E. CARNER, P.L.S. NO. 46879  
BRH JOB NO. 2023096.00  
OCTOBER 2, 2023

BUSH, ROED & HITCHINGS, INC.  
15400 SE 30<sup>TH</sup> PL, SUITE 100  
BELLEVUE, WA 98007  
(206) 323-4144







CTI 232204-SC

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

EASEMENT FOR PUBLIC SIDEWALK

Reference#s of Documents Released or Assigned:none  
Grantor: .....North MLK Development LLLP, a Washington limited liability limited partnership  
Grantee: .....The City of Seattle, a municipal corporation of the State of Washington  
Legal Description(abbreviated): .....Portion of Lot 4, Block 3, Kittingers Add., Vol. 11 of Plats, pp 17  
Assessor's Tax Parcel ID#: .....Portion of 390410-0290

RW T2023-48B

GRANTOR, **NORTH MLK DEVELOPMENT LLLP**, a Washington limited liability limited partnership, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 11<sup>th</sup> DAY OF December, 2023.

**NORTH MLK DEVELOPMENT LLLP,**  
a Washington limited liability limited partnership,

By: LIHI North MLK LLC,  
a Washington limited liability company,  
Its: General Partner

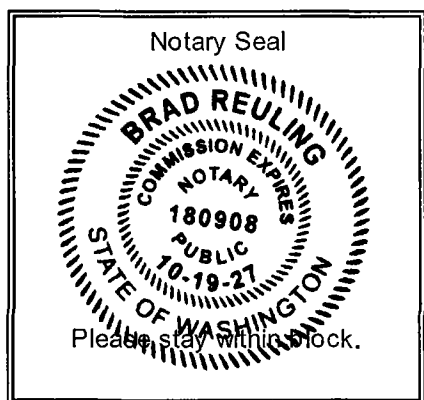
By: Low Income Housing Institute (LIHI),  
A Washington nonprofit corporation,  
Its: Sole Member

By: Lynne Behar  
Lynne Behar, Chief Financial Officer

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Lynne Behar** is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument as the Chief Financial Officer of **Low Income Housing Institute (LIHI)**, a Washington nonprofit corporation, the Sole Member of **LIHI North MLK LLC**, a Washington limited liability company, the General Partner of **North MLK Development LLLP**, a Washington limited liability limited partnership, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 11<sup>th</sup> DAY OF December, 2023.



Brad Reuling  
Notary (print name) BRAD REULING  
Notary Public in and for the State of Washington,  
residing at Seattle  
My Appointment expires 10-19-27

Unofficial Copy

**EXHIBIT A**  
**SIDEWALK EASEMENT DESCRIPTION**

THE WEST 1.60 FEET OF THE FOLLOWING DESCRIBED PROPERTY;

LOT 4, BLOCK 3, KITTINGERS ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11, PAGE 17, RECORDS OF KING COUNTY, WASHINGTON;

LYING WEST OF RENTON AVENUE SOUTH AS CONDEMNED BY CITY OF SEATTLE ORDINANCE NUMBER 30673, AND BY KING COUNTY SUPERIOR COURT CAUSE NUMBER 98096;

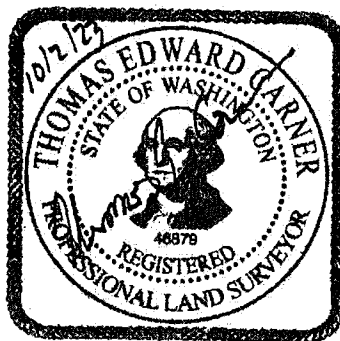
AND LYING EAST OF MARTIN LUTHER KING JR WAY (EMPIRE WAY) AS CONDEMNED BY CITY OF SEATTLE ORDINANCE NUMBER 37066, AND BY KING COUNTY SUPERIOR COURT CAUSE NUMBER 122079;

EXCEPT THAT PORTION THEREOF CONVEYED TO CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY BY DEED RECORDED UNDER RECORDING NUMBER 20040206001057;

AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF SEATTLE BY DEED RECORDED UNDER 20110523001099, ACCEPTED UNDER ORDINANCE 124413.

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

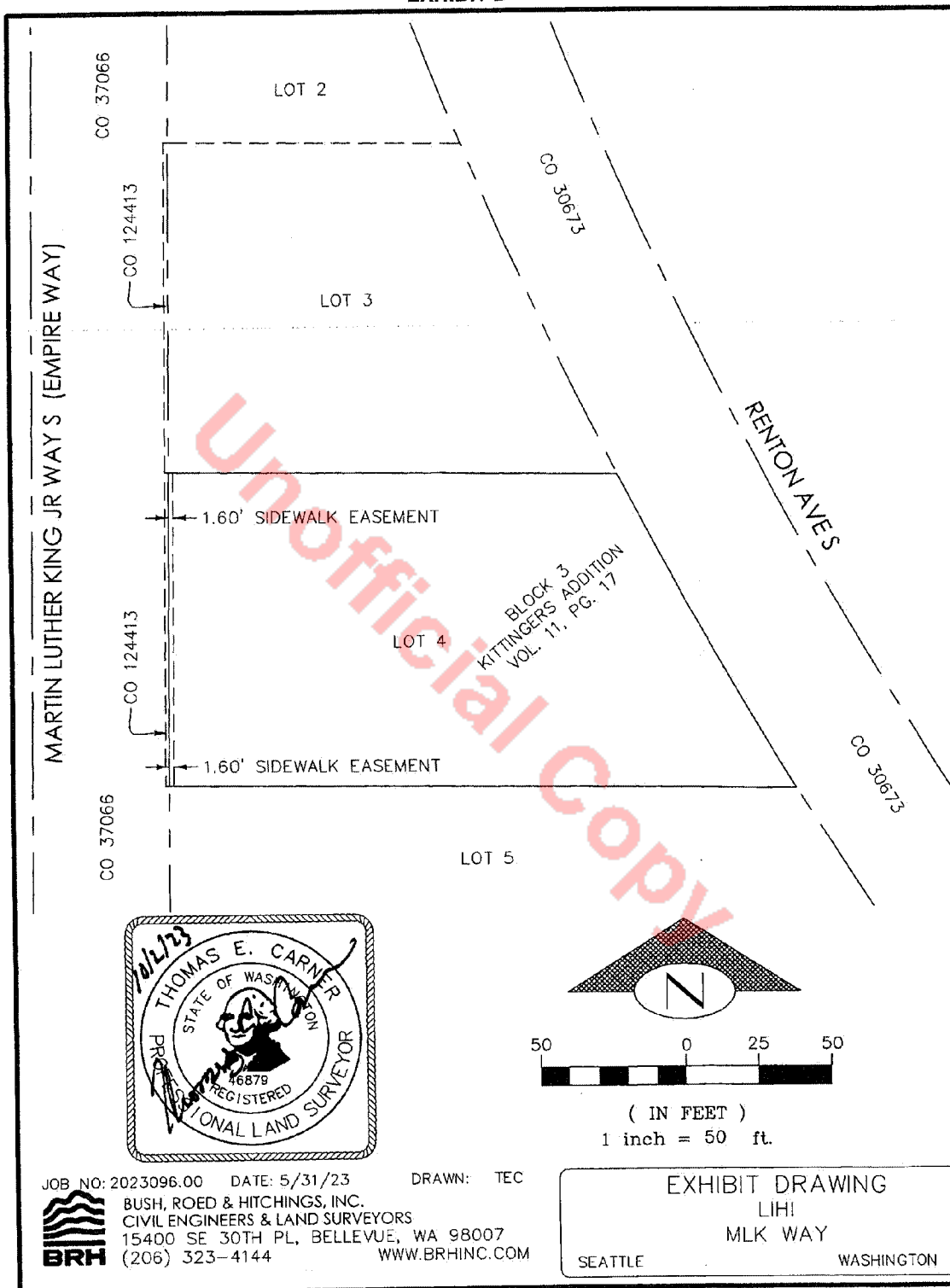
CONTAINING AN AREA OF 176 SQUARE FEET OR 0.0040 ACRES, MORE OR LESS.



THOMAS E. CARNER, P.L.S. NO. 46879  
BRH JOB NO. 2023096.00  
OCTOBER 2, 2023

BUSH, ROED & HITCHINGS, INC.  
15400 SE 30<sup>TH</sup> PL, SUITE 100  
BELLEVUE, WA 98007  
(206) 323-4144

EXHIBIT B



Record Date:11/8/2023 12:13 PM

King County, WA EXCISE TAX NOT REQUIRED BY ALEXANDER DRUMMOND, DEPUTY



**20231108000359**

EASEMENT Rec: \$210.50

11/8/2023 12:13 PM

KING COUNTY, WA

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

### **EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned: ....none

Grantor: ..... Piper Creek LLC, a Washington limited liability company

Grantee: ..... The City of Seattle, a municipal corporation of the State of Washington

Legal Description (abbreviated): ..... Portion of Parcels A and B, LBA No. 3036633-LU, recorded under King County Recording No. 20230405900005 (also known as Lot 1, Block 1, Barker's, S. F., Suburban Home Addition No. 1, Vol 35, pp 48)

Assessor's Tax Parcel ID#: ..... Portion of 053400-0004

RW T2023-51

GRANTOR, **PIPER CREEK LLC**, a Washington limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 26 DAY OF October, 2023.

**PIPER CREEK LLC**,  
a Washington limited liability company,

By: [Signature]  
Andrew Chrisman, Member

Dated: 10/24/23

By: [Signature]  
Katherine Chrisman, Member

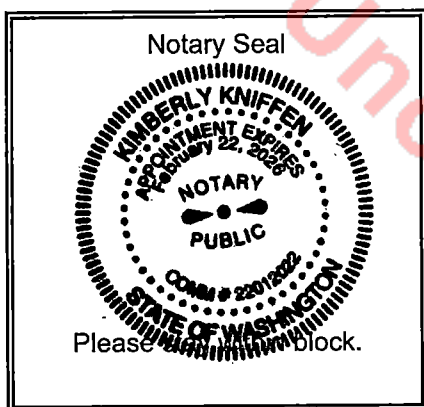
Dated: 10.26.2023

Unofficial Copy

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Andrew Chrisman** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as a Member of **PIPER CREEK LLC**, a Washington limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 26 DAY OF October, 2023.



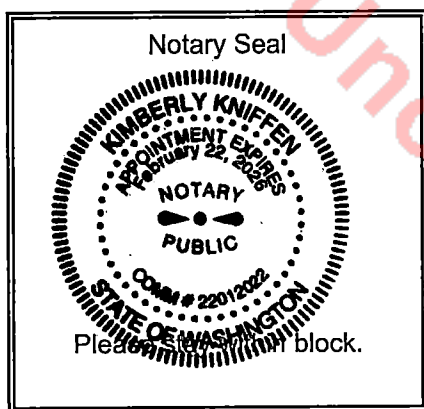
Notary (print name) Kimberly Kniffen  
Notary Public in and for the State of Washington,  
residing at 347 NW 52nd St  
My Appointment expires February 22, 2026



STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Katherine Chrisman** is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument as a Member of **PIPER CREEK LLC**, a Washington limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 26 DAY OF October, 2023.



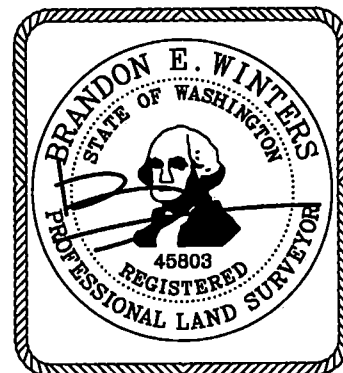
Notary (print name) Kimberly Kniffen  
Notary Public in and for the State of Washington,  
residing at 347 NW 52nd St  
My Appointment expires February 22, 2026

## EXHIBIT A

### EASEMENT DESCRIPTION

THAT PORTION OF PARCELS A AND B, CITY OF SEATTLE SHORT SUBDIVISION NO. 3036633--LU, AS PER THE PLAT THEREOF RECORDED IN VOLUME 481 OF SURVEYS, PAGE 187, RECORDS OF KING COUNTY, WA. UNDER KING COUNTY RECORDING NO. 20230405900005. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

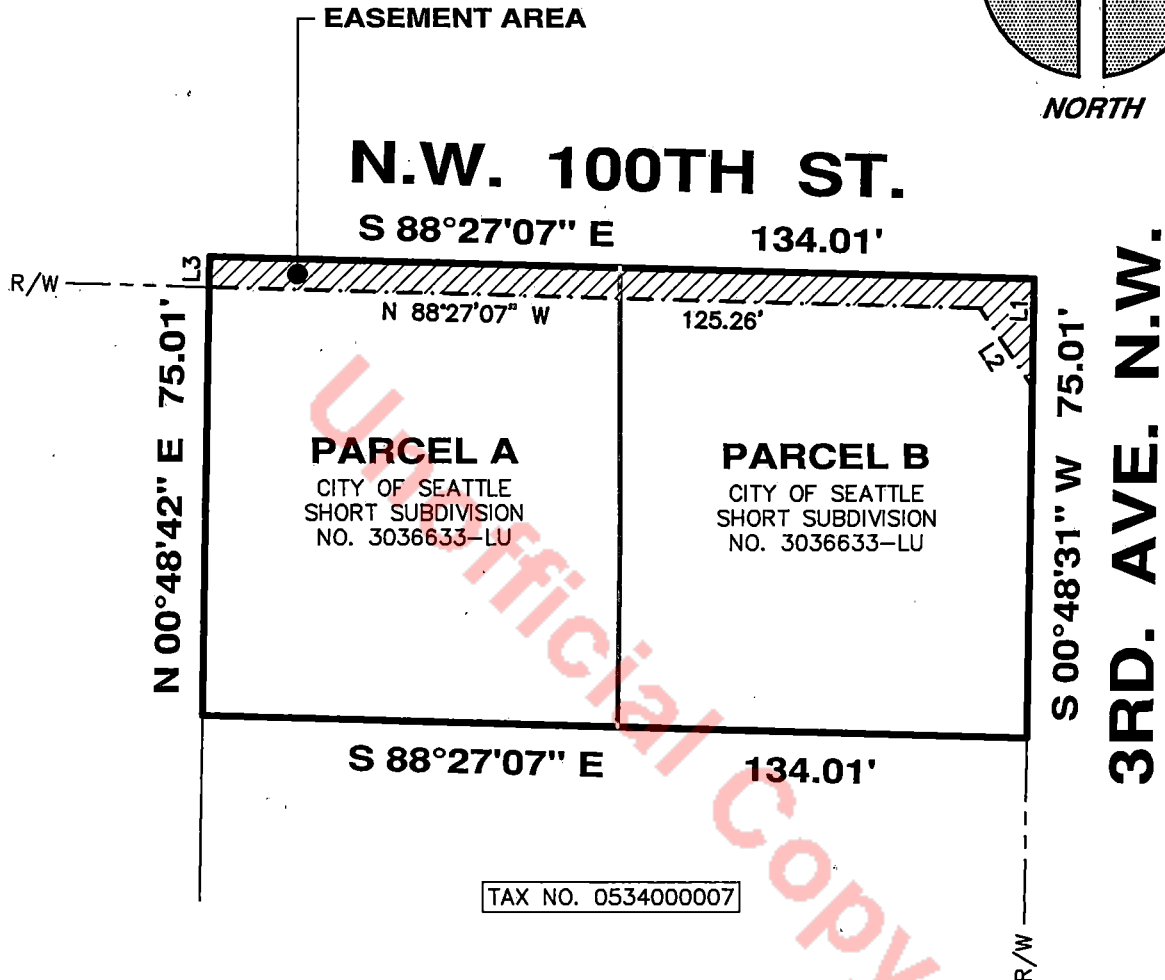
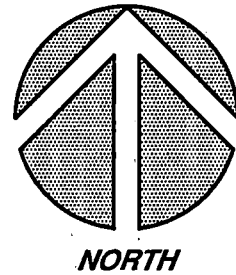
**BEGINNING** AT THE N.E. CORNER OF SAID PARCEL B; THENCE S 00°48'31" W ALONG THE EAST LINE OF SAID PARCEL FOR A DISTANCE OF 17.65 FT.; THENCE N 33°36'23" W, 15.47 FT.; THENCE N 88°27'07" W, 125.26 FT.; THENCE N 00°48'42" E, 5.00 FT.; THENCE S 88°27'07" E, 134.01 FT. TO THE **POINT OF BEGINNING**.



Page 5 of 8 pages

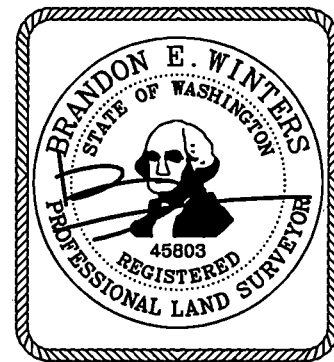
DATE: 10/25/23

# EXHIBIT B



## LINE TABLE

LINE	BEARING	LENGTH
L1	S 00°48'31" W	17.65'
L2	N 33°36'23" W	15.47'
L3	N 00°48'42" E	5.00'



DATE: 10/25/23

**SUBORDINATION AGREEMENT**

The undersigned, **Trueline Capital Fund II, LLC**, a Delaware limited liability company, as owner and holder of the Construction Deed of Trust, Assignment of Rents and Security Agreement, under King County Recording Number 20230324000667 (Deed of Trust), State of Washington, being on the same property described in favor of **Piper Creek LLC**, a Washington limited liability company, does hereby join and consent to the execution of this grant of easement as legally described herein to The City of Seattle. The undersigned further agrees that the lien of charge of the Deed of Trust will be and it is hereby subordinated to this grant of easement.

DATED THIS 26<sup>th</sup> DAY OF October, 2023.

**Trueline Capital Fund II, LLC**,  
a Delaware limited liability company

By: 

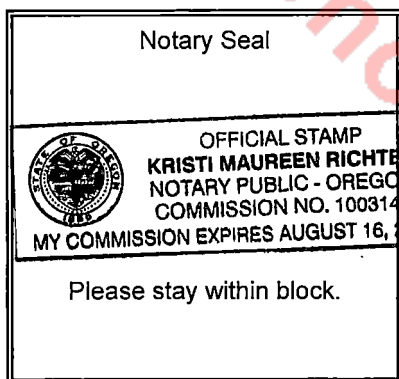
Print Name: Chris Maskill

Title: Manager

STATE OF OREGON )  
 ) ss.  
COUNTY OF DESCHUTES )

I certify that I know or have satisfactory evidence that Chris Maskill is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument as the Manager of **Trueline Capital Fund II, LLC**, a Delaware limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: October 26, 2023.



Kristi M. Richter  
Notary (print name) Kristi M. Richter  
Notary Public in and for the State of OREGON,  
Residing at Bend, Oregon  
My Appointment expires 8-16-2024

Record Date:6/6/2024 3:31 PM

King County, WA

**Return Address:**

Attn: Gretchen M. Haydel

SDOT Real Property

City of Seattle, P.O. Box 34996

Seattle, WA 98124-4996

**20240606000938**

EASEMENT Rec: \$310.50

6/6/2024 3:31 PM

KING COUNTY, WA

(This easement supersedes and replaces the easement recorded under King County Recording No. 20240206000672 to revise the legal description and update the parcel number.)

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document **must** be filled in)

1. Correction Easement for Public Sidewalk 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**Additional reference #'s on page 2 of document**Grantor(s)** Exactly as name(s) appear on document

1. SCC 2, LLC \_\_\_\_\_  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** Exactly as name(s) appear on document

1. City of Seattle \_\_\_\_\_  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Parcel A, Short Subdivision 3040378-LU, recorded under King County Recording

20240103900008 (also known as Lot 12, Coffman Garden Tracts, Vol. 10, pp17)

Additional legal is on page 4 of document.**Assessor's Property Tax Parcel/Account Number**☐ Assessor Tax # not yet

assigned

166250-0100, 166250-0094

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

\_\_\_\_\_  
Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

***CORRECTION EASEMENT FOR PUBLIC SIDEWALK***

Reference #s of Documents Released or Assigned: none  
Grantor: ..... SCC 2, LLC, a Washington limited liability company  
Grantee: ..... The City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abbreviated): ..... Portion of Parcel A, Short Subdivision No. 3040378-LU; recorded under  
King County Recording Number 20240103900008  
(also known as Lot 12, Coffman Garden Tracts., Vol. 10, pp 17)  
Assessor's Tax Parcel ID#: ..... Portion of 166250-0100

RW T2023-57

GRANTOR, **SCC 2, LLC**, a Washington limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A and B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement supersedes and replaces King County Recording Number 20240206000672, and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 3rd DAY OF May, 2024.

**SCC 2, LLC,**  
a Washington limited liability company,

By: 

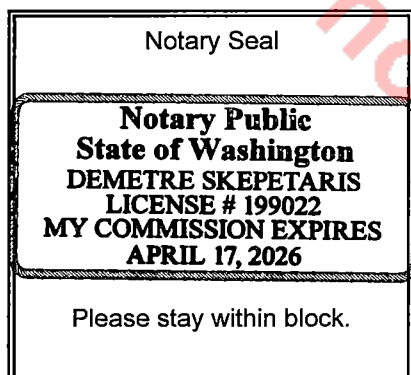
Gabe Resenshine, Manager




STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that **Gabe Rosenshine** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as the Manager of **SCC 2, LLC**, a Washington limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 3rd DAY OF May, 2024.



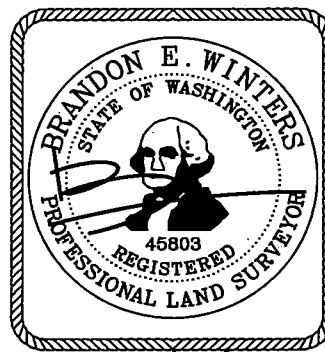
  
Notary (print name) Demetre Skepetaris  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment expires April 17, 2026

## EXHIBIT A

### EASEMENT DESCRIPTION

THAT PORTION OF PARCEL A, CITY OF SEATTLE SHORT SUBDIVISION 3040378-LU, AS PER THE PLAT THEREOF RECORDED IN VOLUME 492 OF SURVEYS, PAGE 117, RECORDS OF KING COUNTY, WA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

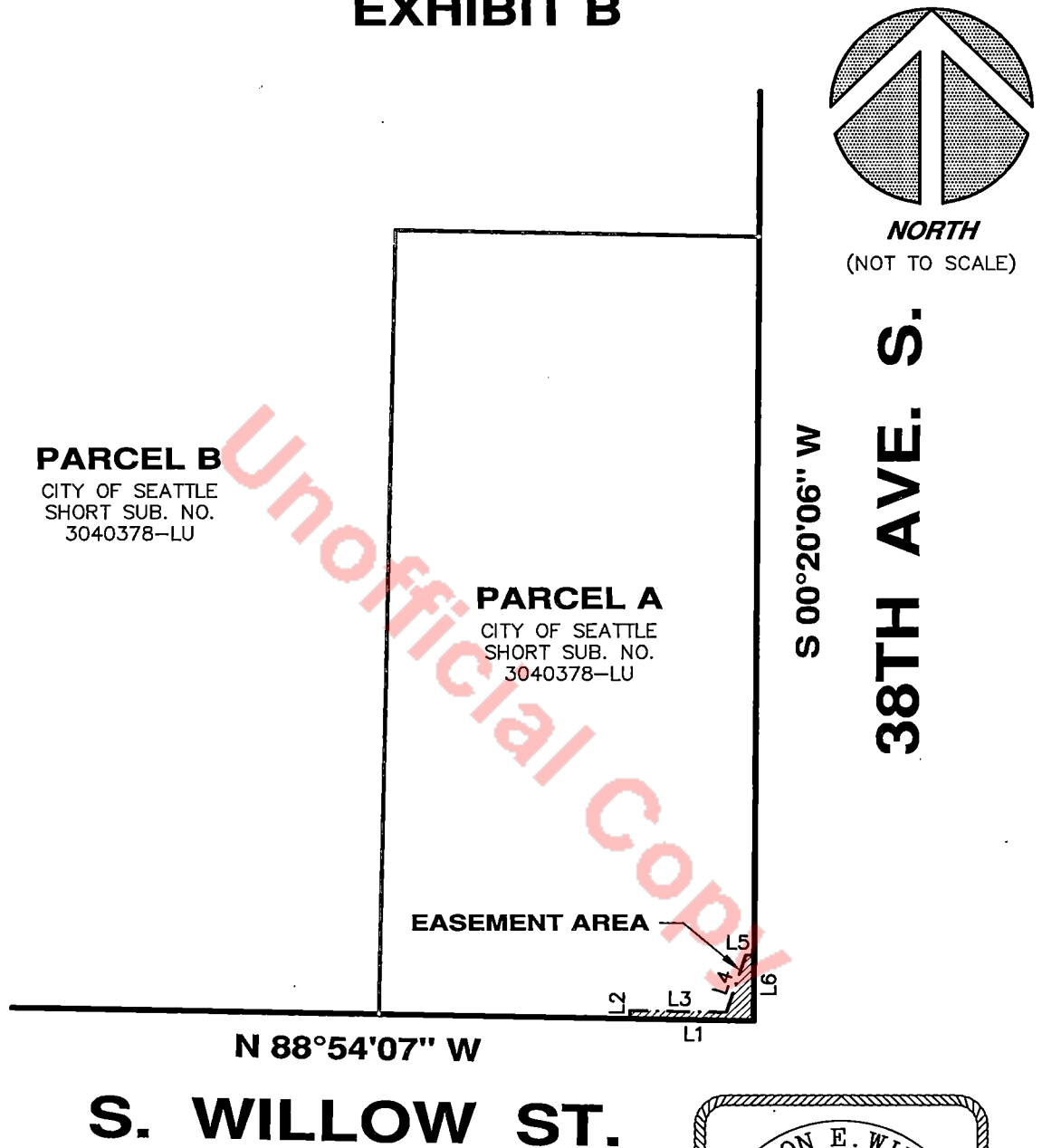
**BEGINNING** AT THE S.E. CORNER OF SAID PARCEL A; THENCE N 88°54'07" W ALONG THE SOUTH LINE OF SAID PARCEL FOR A DISTANCE OF 14.79 FT.; THENCE N 01°05'53" E, 0.50 FT.; THENCE S 88°54'07" E, 11.87 FT.; THENCE N 17°57'26" E, 7.96 FT.; THENCE S 89°39'54" E, 0.50 FT.; THENCE S 00°20'06" W, 8.13 FT. TO THE **POINT OF BEGINNING**.



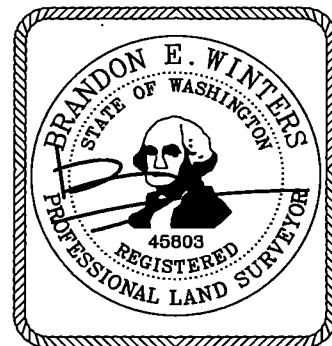
Page 4 of 7 pages

DATE: 4/26/24

## EXHIBIT B



LINE	BEARING	LENGTH
L1	N 88°54'07" W	14.79'
L2	N 01°05'53" E	0.50'
L3	S 88°54'07" E	11.87'
L4	N 17°57'26" E	7.96'
L5	S 89°39'54" E	0.50'
L6	S 00°20'06" W	8.13'




DATE: 4/26/24

**SUBORDINATION AGREEMENT**

The undersigned, **Umpqua Bank**, an Oregon state-chartered Bank, as successor by merger to Columbia State Bank, a Washington state-chartered bank, as owner and holder of the Deed of Trust, under King County Recording Number 20220701000889 (Deed of Trust), State of Washington, being on the same property described in favor of **SCC 2, LLC**, a Washington limited liability company, does hereby join and consent to the execution of this grant of easement as legally described herein to The City of Seattle. The undersigned further agrees that the lien of charge of the Deed of Trust will be and it is hereby subordinated to this grant of easement.

DATED THIS 15<sup>th</sup> DAY OF MAY, 2024.

**Umpqua Bank**, an Oregon state-chartered bank

By: 

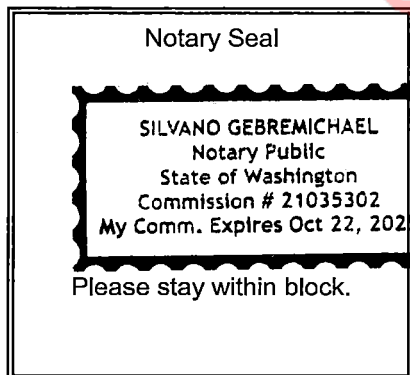
Print Name: JAMES YORKSTON

Title: VP

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING COUNTY        )

I certify that I know or have satisfactory evidence that James Yorkston  
is the person who appeared before me and said person acknowledged that he/she  
signed this instrument, on oath stated that he/she was authorized to execute this  
instrument as the VP of **Umpqua Bank**, an Oregon state-  
chartered bank, as successor by merger to Columbia State Bank, a Washington  
state-chartered bank, and acknowledged it to be the free and voluntary act of such  
party for the use and purpose mentioned in this instrument.

DATED: 05/15/24, 2024.



Silvano Gebremichael  
Notary (print name) [Signature]  
Notary Public in and for the State of WA,  
residing at Kirkland  
My Appointment expires Oct 22, 2025

Record Date:2/6/2024 4:31 PM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY CHELSEA IM, DEPUTY

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

### **EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned: none  
Grantor: .....SCC 2, LLC, a Washington limited liability company  
Grantee: .....The City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abbreviated): .....Portion of Parcels A and B, Short Subdivision No. 3040378-LU,  
recorded under King County Recording Number 20240103900008  
(also known as Lot 12, Coffman Garden Tracts., Vol 10, pp 17)  
Assessor's Tax Parcel ID#: .....Portion of 166250-0094

RW T2023-57

GRANTOR, **SCC 2, LLC**, a Washington limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

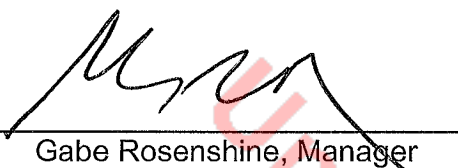
SEE EXHIBITS A, B, and C ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 6th DAY OF February, 2024.

**SCC 2, LLC,**  
a Washington limited liability company,

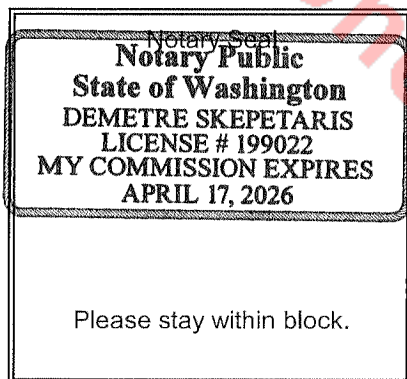
By:   
Gabe Rosenshine, Manager


Unofficial Copy

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Gabe Rosenshine** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument as the Manager of **SCC 2, LLC**, a Washington limited liability company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 6th DAY OF February, 2024.



  
Notary (print name) Demetre Skepetaris  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment expires April 17, 2026



**SUBORDINATION AGREEMENT**

The undersigned, **Umpqua Bank**, an Oregon state-chartered Bank, as successor by merger to Columbia State Bank, a Washington state-chartered bank, as owner and holder of the Deed of Trust, under King County Recording Number 20220701000889 (Deed of Trust), State of Washington, being on the same property described in favor of **SCC 2, LLC**, a Washington limited liability company, does hereby join and consent to the execution of this grant of easement as legally described herein to The City of Seattle. The undersigned further agrees that the lien of charge of the Deed of Trust will be and it is hereby subordinated to this grant of easement.

DATED THIS 1<sup>st</sup> DAY OF February, 2024.

**Umpqua Bank**, an Oregon state-chartered bank

By: 

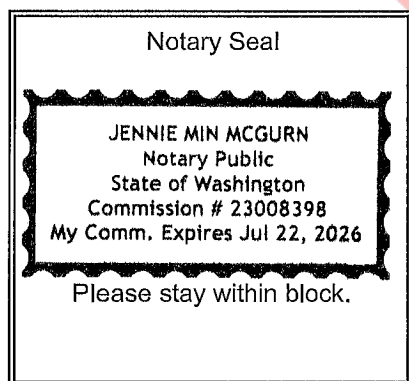
Print Name: JAMES YORKSTON

Title: VP

STATE OF WA )  
COUNTY OF King ) ss.

I certify that I know or have satisfactory evidence that James Yorkston is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument as the VP of **Umpqua Bank**, an Oregon state-chartered bank, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: February 1<sup>st</sup>, 2024.

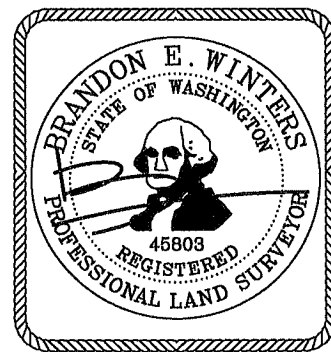


Jennie McGurn  
Notary (print name) Jennie McGurn  
Notary Public in and for the State of WA,  
residing at Bellevue WA  
My Appointment expires July 22 2026

## EXHIBIT A

### DEDICATION DESCRIPTION

THE SOUTH 1.00 FT. OF PARCELS A AND B, CITY OF SEATTLE  
SHORT SUBDIVISION 3040378-LU, AS PER THE PLAT THEREOF  
RECORDED IN VOLUME 492 OF SURVEYS, PAGE 117, RECORDS OF  
KING COUNTY, WA., AND RECORDED UNDER KING COUNTY  
RECORDING NUMBER 20240103900008.



Page 6 of 8 pages

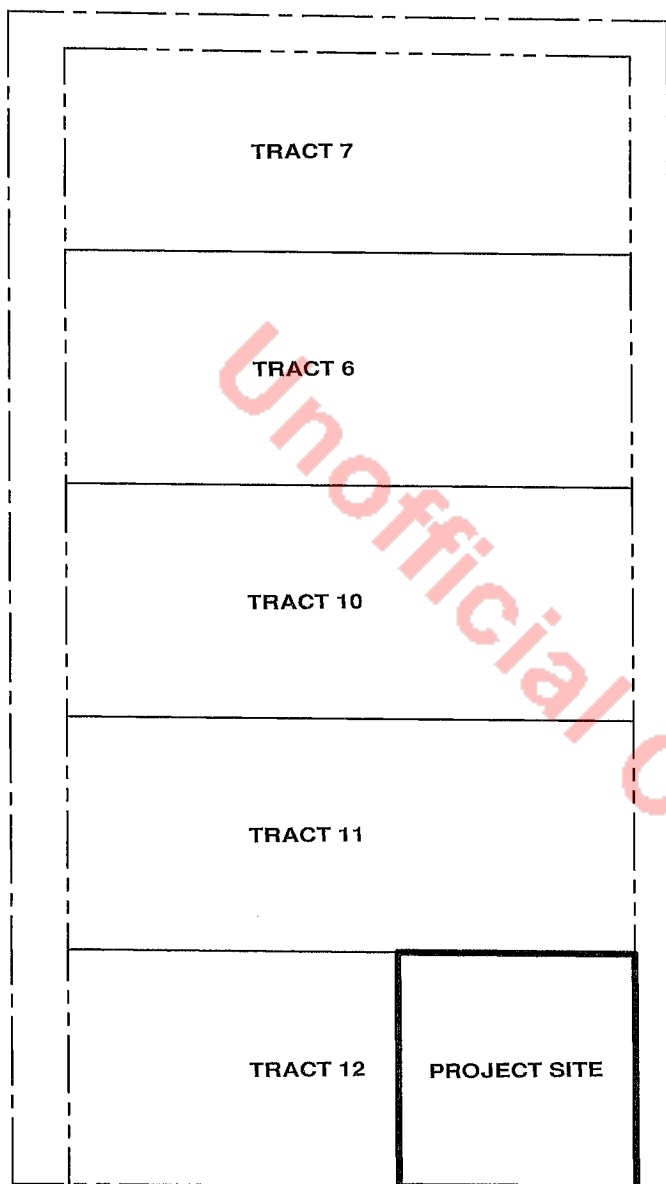
DATE: 10/27/23

## EXHIBIT B

**S. HOLLY ST.**

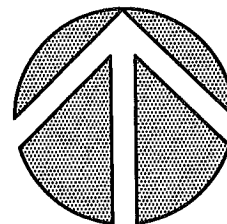
**37TH AVE. S.**

**38TH AVE. S.**

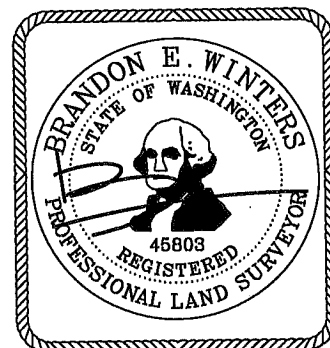


**S. WILLOW ST.**

S. LINE OF BLOCK AS  
PER VOLUME 200 OF  
SURVEYS, PAGE 265

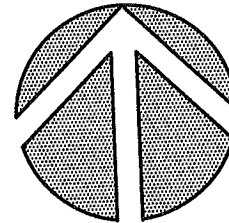


**NORTH**  
(NOT TO SCALE)

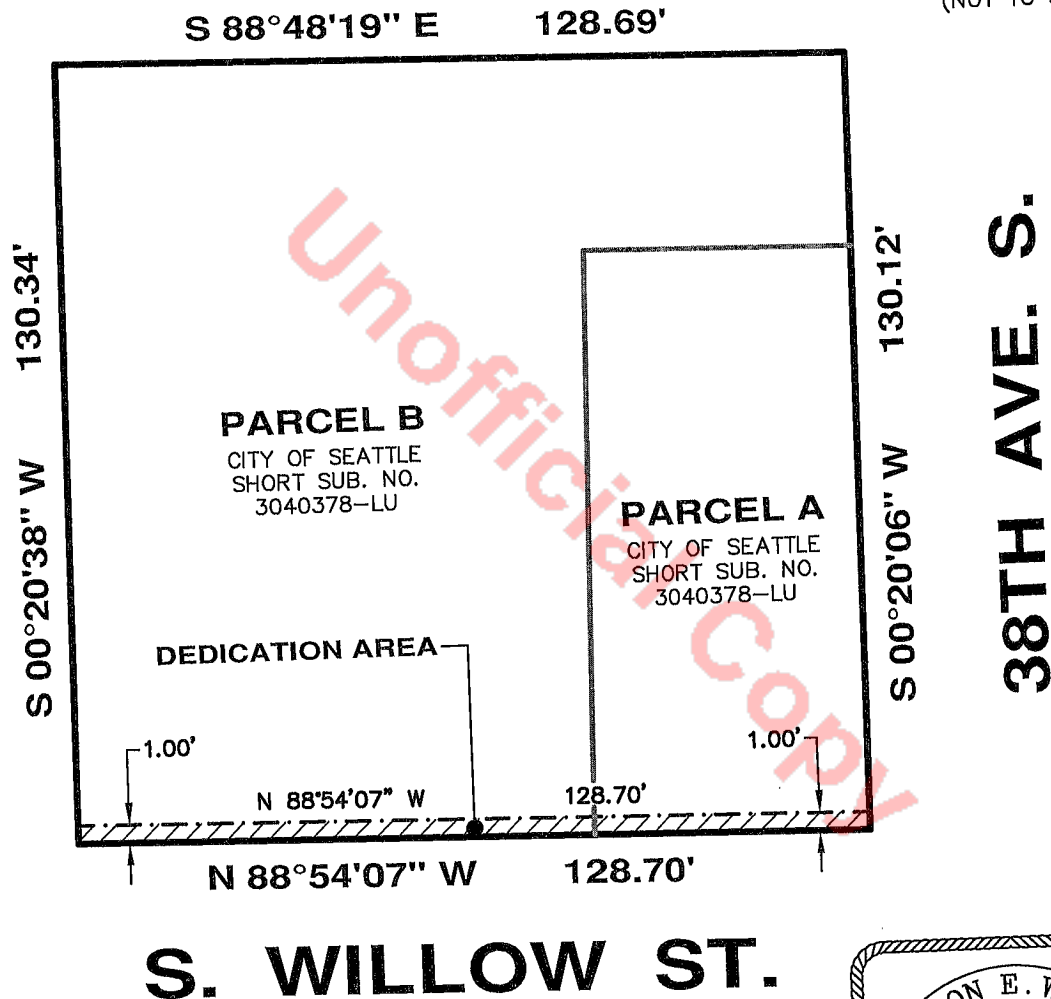


DATE: 10/27/23

## EXHIBIT C



**NORTH**  
(NOT TO SCALE)



DATE: 10/27/23

Record Date:3/12/2024 10:21 AM

King County, WA EXCISE TAX NOT REQUIRED BY APRIL BRANHAM, DEPUTY



When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

**EASEMENT FOR PUBLIC SIDEWALK  
AND STREET TURN-AROUND**

Reference #s of Documents Released or Assigned: none  
Grantor: .....6305 Corgiat Dr LLC, a Delaware limited liability company  
Grantee: .....The City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abbreviated): .....Portion of Parcels A, B, C, and E, L. M. Collins Donation Claim No. 46,  
(also known as Sections 20, 21, 28, 29, T24N, R4EN, W. M.)  
Assessor's Tax Parcel ID#: .....Portion of 000180-0161

RW T2023-62

GRANTOR, **6305 CORGIAT DR LLC**, a Delaware limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk and vehicular turn-around, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk and vehicular turn-around shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 12<sup>TH</sup> DAY OF FEBRUARY, 2024.

**6305 CORGIAT DR LLC,**  
a Delaware limited liability company,

By: \_\_\_\_\_

Charles A. Brown, IV, President

Unofficial Copy

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of LOS ANGELES )

On FEBRUARY 12<sup>TH</sup>, 2024 before me, Neith Sanyika, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared CHARLES A. BROWN, IV  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: EASEMENT FOR SIDEWALK- 6305 CORGIAT DR LLC

Document Date: 02-12-2024 Number of Pages: 6

Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: CHARLES A. BROWN, IV

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☒ Other: PRESIDENT

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**Exhibit A**  
**ACCESS AND SIDEWALK EASEMENT DESCRIPTION**

THAT PORTION OF PARCELS A, B, C AND A PORTION OF PARCEL E, AS HEREIN DESCRIBED BELOW AND ALSO DESCRIBED ON BARGAIN AND SALE DEED, RECORDED UNDER RECORDING NUMBER 20230525000729, RECORDS OF KING COUNTY, WASHINGTON, PORTIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL A, ALSO BEING ON THE WEST RIGHT OF WAY MARGIN OF 18<sup>TH</sup> AVENUE SOUTH, THENCE NORTH 88°34'02" WEST, ALONG THE SOUTH LINE OF SAID PARCEL A, A DISTANCE OF 4.50 FEET TO A LINE 4.50 FEET WEST AND PARALLEL WITH SAID WEST RIGHT OF WAY MARGIN;  
THENCE ALONG SAID LINE, NORTH 01°27'37" EAST, A DISTANCE OF 21.41 FEET;  
THENCE NORTH 88°29'37" WEST, A DISTANCE OF 51.52 FEET;  
THENCE NORTH 01°30'44" EAST, A DISTANCE OF 30.00 FEET;  
THENCE SOUTH 88°29'16" EAST, A DISTANCE OF 51.49 FEET TO A LINE 4.50 FEET WEST AND PARALLEL WITH SAID WEST RIGHT OF WAY MARGIN;  
THENCE NORTH 01°27'37" EAST, ALONG SAID LINE, A DISTANCE OF 148.09 FEET;  
THENCE SOUTH 88°32'23" EAST, A DISTANCE OF 4.50 FEET TO SAID WEST RIGHT OF WAY MARGIN;  
THENCE SOUTH 01°27'37" WEST, A DISTANCE OF 199.49 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 2,443 SQUARE FEET OR 0.0561 ACRES, MORE OR LESS;

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

**PARCEL A:**

THAT PORTION OF THE L. M. COLLINS DONATION CLAIM NO. 46, SAID DONATION CLAIM BEING LOCATED IN PARTS OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 621.06 FEET NORTH AND 456.06 FEET WEST OF THE NORTHWEST CORNER OF THE S. A. MAPLE DONATION CLAIM;  
THENCE NORTH 88.83 FEET;  
THENCE WEST 170.67 FEET;  
THENCE SOUTH 88.83 FEET;  
THENCE EAST 170.67 FEET TO THE POINT OF BEGINNING.

**PARCEL B:**

THAT PORTION OF THE L. M. COLLINS DONATION CLAIM NO. 46, SAID DONATION CLAIM BEING LOCATED IN PARTS OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 709.89 FEET NORTH AND 456.06 FEET WEST OF THE  
NORTHWEST CORNER OF THE S. A. MAPLE DONATION CLAIM;  
THENCE NORTH 50 FEET;  
THENCE WEST 170.67 FEET;  
THENCE SOUTH 50 FEET;  
THENCE EAST 170.67 FEET TO THE POINT OF BEGINNING.

**PARCEL C:**

THE NORTH 50 FEET OF THAT PORTION OF THE L. M. COLLINS DONATION  
CLAIM NO. 46, SAID DONATION CLAIM BEING LOCATED IN PARTS OF  
SECTIONS 20, 21, 28 AND 29, TOWNSHIP 24 NORTH, RANGE 4 EAST,  
WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS  
FOLLOWS:

BEGINNING AT A POINT 621.06 FEET NORTH AND 456.06 FEET WEST OF THE  
NORTHWEST CORNER OF THE S. A. MAPLE DONATION CLAIM;  
THENCE NORTH 188.83 FEET;  
THENCE WEST 170.67 FEET;  
THENCE SOUTH 188.83 FEET;  
THENCE EAST 170.67 FEET TO THE POINT OF BEGINNING.

**PARCEL E:**

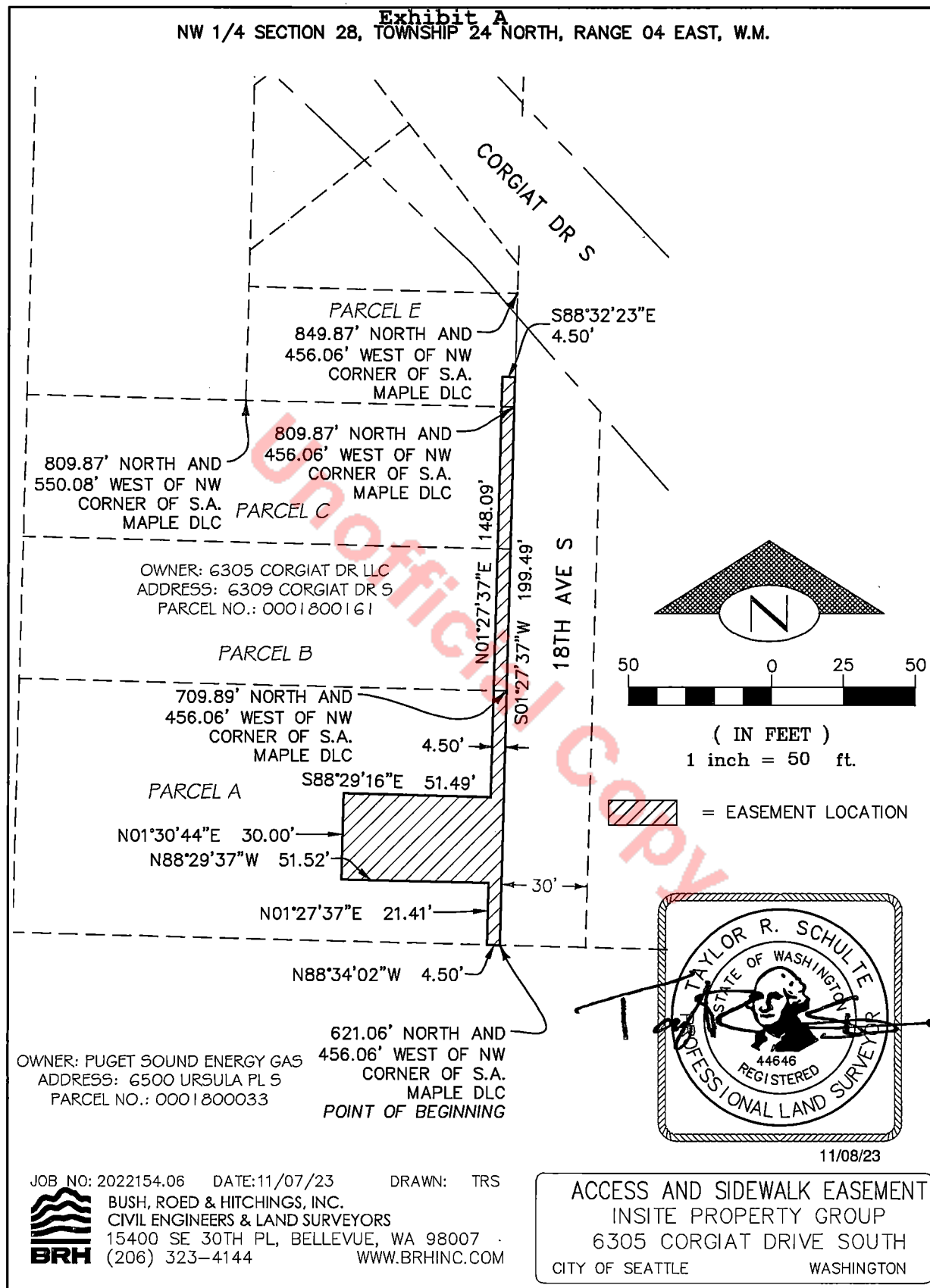
THE SOUTH 40 FEET OF THAT PORTION OF THE L. M. COLLINS DONATION  
CLAIM NO. 46, SAID DONATION CLAIM BEING LOCATED IN PARTS OF SECTIONS  
20, 21, 28 AND 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE  
MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 809.87 FEET NORTH AND 456.06 FEET WEST OF THE  
NORTHWEST CORNER OF THE S. A. MAPLE DONATION CLAIM;  
THENCE WEST 94.02 FEET;  
THENCE NORTH 164.32 FEET TO THE SOUTHWESTERLY LINE OF SWIFT AVENUE  
AS CONDEMNED BY ORDINANCE NO. 53964;  
THENCE SOUTHEASTERLY ALONG SAID AVENUE 149.43 FEET, MORE OR LESS, TO  
A POINT NORTH OF THE POINT OF BEGINNING;  
THENCE SOUTH TO THE POINT OF BEGINNING;



INSITE PROPERTY GROUP  
6305 CORGIAT DRIVE SOUTH  
TAYLOR R. SCHULTE, P.L.S. NO. 44646  
BRH JOB NO. 2022154.06  
NOVEMBER 07, 2023

BUSH, ROED & HITCHINGS, INC.  
2009 MINOR AVENUE EAST  
SEATTLE, WA 98102  
(206) 323-4144



Record Date:4/17/2024 2:37 PM

King County, WA EXCISE TAX NOT REQUIRED BY NATHAN HENG, DEPUTY



**20240417000585**

EASEMENT Rec: \$307.50  
4/17/2024 2:37 PM  
KING COUNTY, WA

When Recorded Mail To:  
City of Seattle, SDOT Real Property  
PO Box 34996  
Seattle, WA 98124-4996  
Attn: Gretchen M. Haydel

### **EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned: none

Grantor: ..... Homestead Community Land Trust, a Washington nonprofit corporation

Grantee: ..... The City of Seattle, a municipal corporation of the State of Washington

Legal Description (abbreviated): ..... Portion of Lot 5, Block 78, Woodland Park, Supplemental Plat,

Vol. 5, pp 19

Assessor's Tax Parcel ID#: ..... Portion of 952310-1065

RWT2024-05

**GRANTOR, HOMESTEAD COMMUNITY LAND TRUST**, a Washington nonprofit corporation, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public sidewalk, over, through, across, and along the following described property in Seattle, King County, Washington:

SEE EXHIBITS A AND B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 4<sup>th</sup> DAY OF April, 2024.

**HOMESTEAD COMMUNITY LAND TRUST,**  
a Washington nonprofit corporation.

By: 

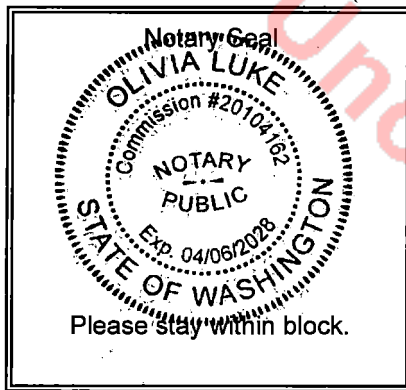
Kathleen Hosfeld, Executive Director

Unofficial Copy

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Kathleen Hosfeld** is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument as the Executive Director of **HOMESTEAD COMMUNITY LAND TRUST**, a Washington nonprofit corporation, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS 4<sup>th</sup> DAY OF April, 2024.



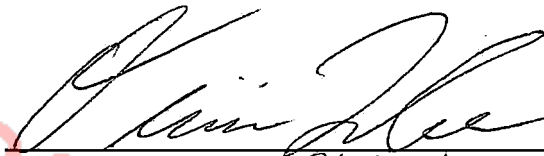
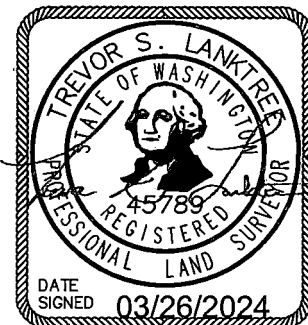
  
\_\_\_\_\_  
Notary (print name) Olivia Luke  
Notary Public in and for the State of Washington,  
residing at Seattle  
My Appointment expires 4/6/2028

EXHIBIT "A"

LEGAL DESCRIPTION

PEDESTRIAN EASEMENT

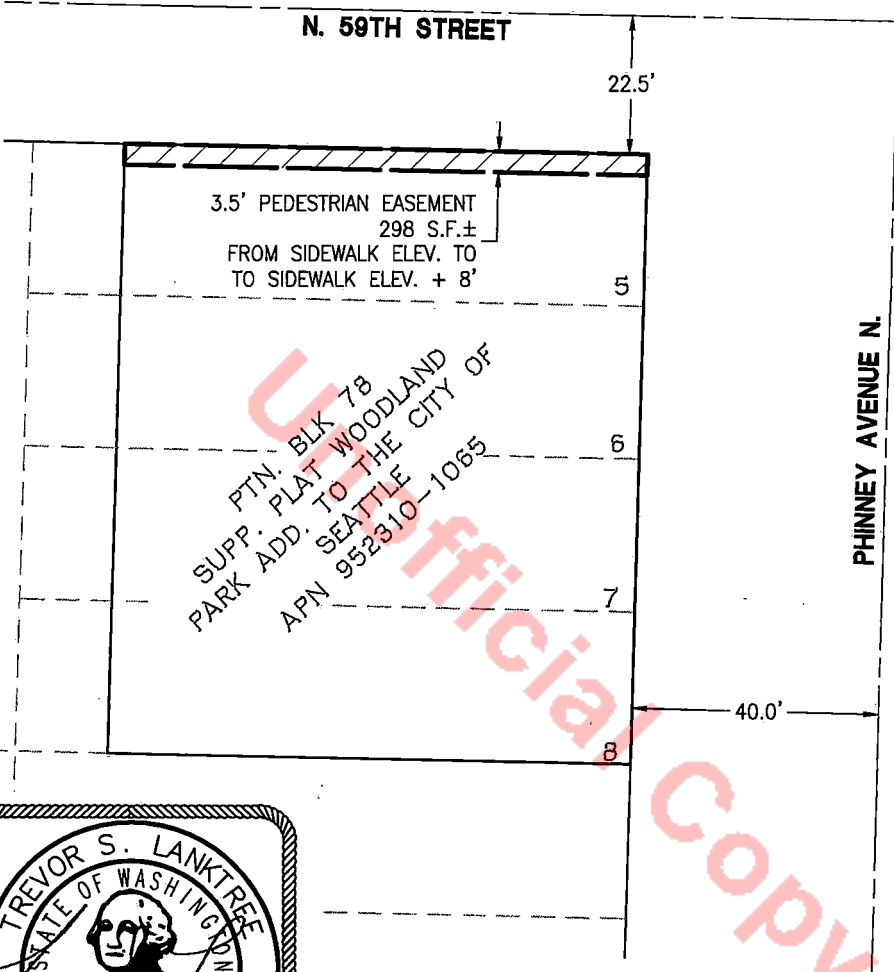


That portion of the North 3.50 feet of the East 85.00 feet of Lot 5, Block 78, Supplemental Plat of Woodland Park Addition to the City of Seattle, according to the plat thereof, recorded in Volume 5 of Plats, Page 19, records of King County, Washington, lying between the top surface grade of the sidewalk and a plane being parallel with and 8.00 feet above in elevation of said top surface grade.



Project Name: Homestead Phinney Ave  
March 26, 2024

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BY: TSL

EXHIBIT 'B'			
			
	SCALE: HORIZONTAL 1"=10' VERTICAL N/A		For: <b>HOMESTEAD</b>
			Title: <b>PEDESTRIAN EASEMENT</b>
DESIGNED <u>XXX</u> DRAWN <u>XXX</u> CHECKED <u>XXX</u> APPROVED <u>TSL</u> DATE <u>01/25/24</u>		JOB NUMBER <b>5673</b> 5673L.001.DOC	SHEET <b>1 of 1</b>