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PERMANENT ACCESS EASEMENT AGREEMENT

When Recorded, Return to:

Stoel Rives LLP

600 University St, Suite 3600

Seattle, WA 98101

Attn: John S. Santa Lucia, Esq.

PERMANENT ACCESS EASEMENT AGREEMENT

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

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

Legal Description of Grantor Property:

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

Official Legal Description on Exhibit A.

Legal Description of Grantee Property:

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

Official Legal Description on Exhibit B.

Assessor's Tax Parcel Account Number(s):

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

Grantee Property: 197920-0050

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

PERMANENT ACCESS EASEMENT AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

Facsimile: (206) 826-0422

E-mail: brad.reisinger@quarterra.com

with a copy to:

Stoel Rives LLP

600 University St, Suite 3600

Seattle, WA 98101

Attn: John S. Santa Lucia, Esq.

Facsimile: (206) 386-7620

E-mail: john.santalucia@stoel.com

Grantee:

Town Hall Association

1119 8th Ave

Seattle, WA 98101-2738

Attn: Wier Harman, Executive Director

Fax No.: (206) 622-7673

Email: wier.harman@townhallseattle.org

with a copy to:

Hillis Clark Martin & Peterson P.S.

999 Third Avenue, Suite 4600

Seattle, WA 98104

Attn: D. Christian Addicott

Email: chris.addicott@hcmp.com

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on following page]

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

GRANTOR:

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

By: [Signature]
Name: Bob A. Persinger
Title: Vice President

GRANTEE:

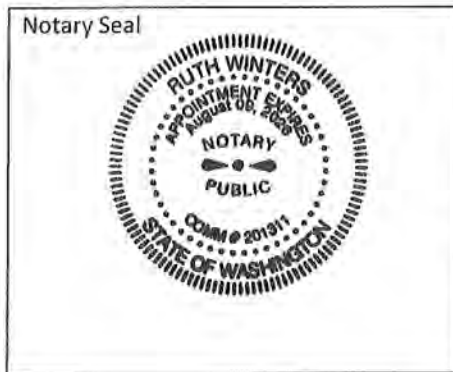
TOWN HALL ASSOCIATION, a Washington non-profit corporation

By: [Signature]
Name: Wendy Harman
Title: Executive Director

STATE OF WASHINGTON)
)SS.
COUNTY OF King)

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

DATED: November 17th, 2017.



[Signature]
(Signature of Notary)

Ruth Winters
(Legibly Print or Stamp Name of Notary)

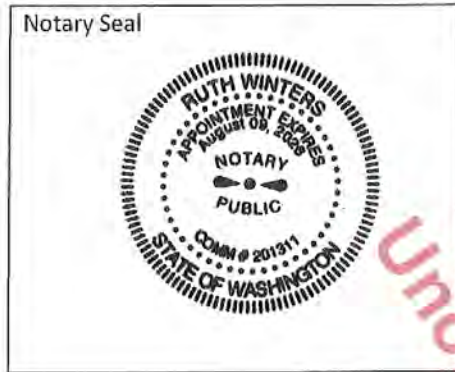
Notary Public in and for the State of Washington

My appointment expires: August 09, 2026

STATE OF WASHINGTON)
)SS.
COUNTY OF King)

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

DATED: Dec 5, 2022.




(Signature of Notary)

Ruth Winters
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington

My appointment expires: August 09, 2026

Unofficial Copy

EXHIBIT A

Legal Description of the Grantee Property

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

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EXHIBIT B

Legal Description of the Grantor Property

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

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

Unofficial Copy

EXHIBIT C

Legal Description of the Easement Area

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

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

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

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

EXHIBIT D

Depiction of the Easement Area

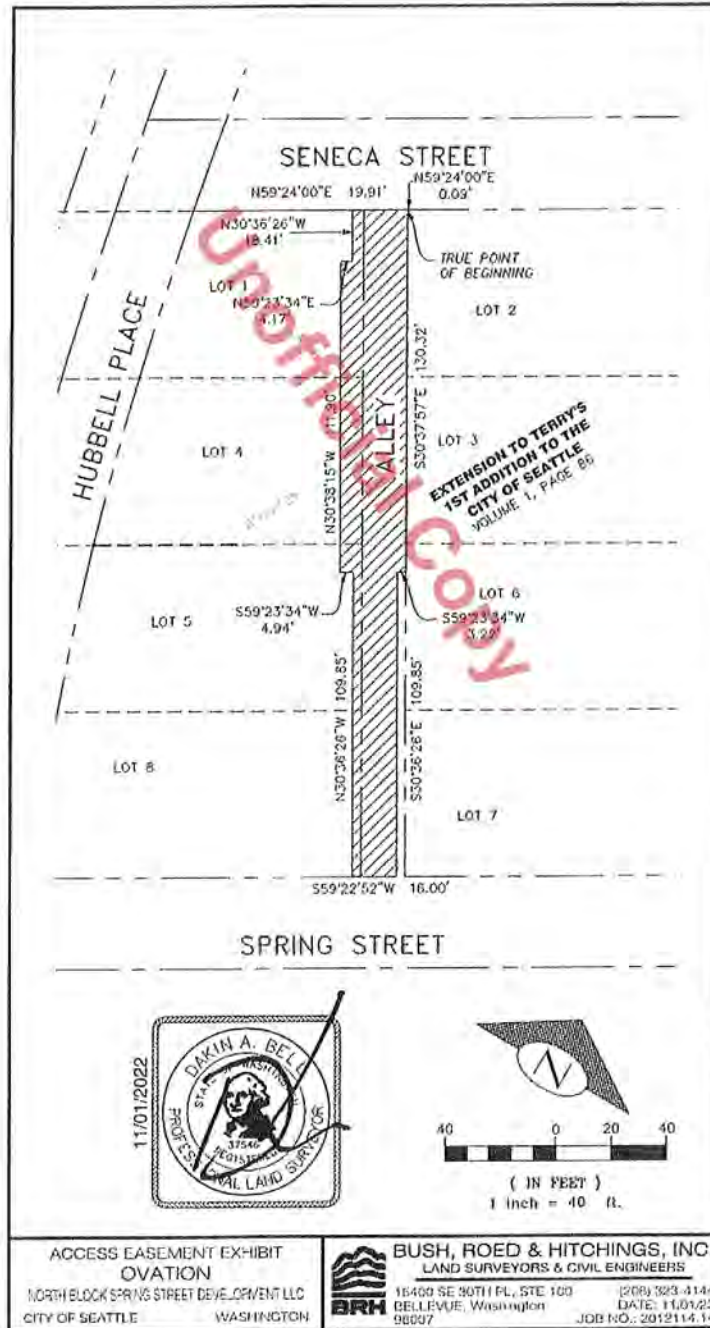


EXHIBIT E

Rules and Regulations for Use of Easement Area

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

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

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

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EXHIBIT F

Grantee Loading Requirements

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

Patron Loading

Schedule:

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

Equipment/Freight Loading

Schedule:

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

Duration:

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

Truck Size:

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

Logistics:

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

neighborhood complaints.

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

Safety:

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

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