



SEATTLE CITY COUNCIL

Legislative Summary

CB 118513

Record No.: CB 118513

Type: Ordinance (Ord)

Status: Passed

Version: 1

124977

In Control: City Clerk

File Created: 07/23/2015

Final Action: 01/14/2016

Title: AN ORDINANCE relating to the City Light Department; declaring certain real property rights surplus to utility needs; authorizing the General Manager and Chief Executive Officer to execute an agreement for the City to grant an easement for access purposes over a portion of the City's fee-owned transmission corridor at 14355 Linden Avenue North in Seattle, Washington, and to accept the release of an easement at said address; accepting payment for the true and full value of the easement being granted from Rise Properties (Woodland Pointe) Limited Partnership; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Sawant

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 - Easement Agreement, Att 1 Ex A - Legal Description of Grantor's Property, Att 1 Ex B - Legal Description of Easement Area, Att 1 Ex C - Depiction of Easement Area, Att 1, Ex D - Legal Description of Grantee's Property, Att 2 - Release of Easement

Drafter: Maureen.Barnes@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	08/25/2015	Mayor's leg transmitted to Council	City Clerk			
	Action Text: The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk						
	Notes:						
1	City Clerk	08/25/2015	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	08/27/2015	sent for review	Energy Committee			

Legislative Summary Continued (CB 118513)

- Action Text:** The Council Bill (CB) was sent for review. to the Energy Committee
Notes:
- 1 Full Council 09/21/2015 referred Energy Committee
- 1 Energy Committee 09/23/2015 discussed
Action Text: The Council Bill (CB) was discussed.
Notes: A Public Hearing was held.
- 1 Energy Committee 12/11/2015 pass Pass
Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
Notes:
In Favor: 1 Member O'Brien
Opposed: 0
- 1 Full Council 01/11/2016 passed Pass
Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
In Favor: 9 Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant
Opposed: 0
- 1 City Clerk 01/12/2016 submitted for Mayor
Mayor's signature
Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor
Notes:
- 1 Mayor 01/14/2016 Signed
Action Text: The Council Bill (CB) was Signed.
Notes:
- 1 Mayor 01/14/2016 returned City Clerk
Action Text: The Council Bill (CB) was returned. to the City Clerk
Notes:
- 1 City Clerk 01/14/2016 attested by City Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:
-

CITY OF SEATTLE

ORDINANCE 124977

COUNCIL BILL 118513

1
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3
4
5 AN ORDINANCE relating to the City Light Department; declaring certain real property rights
6 surplus to utility needs; authorizing the General Manager and Chief Executive Officer to
7 execute an agreement for the City to grant an easement for access purposes over a portion
8 of the City's fee-owned transmission corridor at 14355 Linden Avenue North in Seattle,
9 Washington, and to accept the release of an easement at said address; accepting payment
10 for the true and full value of the easement being granted from Rise Properties (Woodland
11 Pointe) Limited Partnership; and ratifying and confirming certain prior acts.

12
13 WHEREAS, The City of Seattle (City) owns by recorded deed a transmission corridor in the
14 Northeast Quarter of the Northwest Quarter of Section 19, Township 26 North, Range 4
15 East, W.M., in Seattle, Washington, King County Tax Parcel Number 192604-9163; and

16 WHEREAS, Rise Properties (Woodland Pointe) Limited Partnership (Rise Properties) owns
17 certain real property adjacent to the City-owned transmission corridor that is commonly
18 known as 14355 Linden Avenue North in Seattle, Washington; and

19 WHEREAS, Rise Properties has requested that the City grant a permanent easement over a
20 portion of the City-owned transmission corridor to provide vehicular and pedestrian
21 access from Linden Avenue North to the Rise Properties property; and

22 WHEREAS, Rise Properties is the successor in interest and owner of an easement over a portion
23 of the City-owned transmission corridor that is no longer needed and which Rise
24 Properties has requested to release to the City in partial payment for the requested
25 easement; and

26 WHEREAS, the City Light Department has determined that the easement requested by Rise
27 Properties is an acceptable use of the transmission corridor in accordance with City

1 Light's real property use standards, will not interfere with City Light operations, and is
2 excess to City utility needs; and

3 WHEREAS, Rise Properties will pay the City the fair market value for the easement being
4 granted by the City, less the fair market value for the easement being released to the City,
5 in the amount of \$23,500; NOW, THEREFORE,

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

7 Section 1. Pursuant to the provisions of R.C.W. 35.94.040 and after public hearing,
8 certain real property rights (the "Easement Area"), described in Exhibit B to Attachment 1
9 attached hereto, acquired for an electrical transmission corridor, are no longer needed exclusively
10 for The City of Seattle's utility purposes.

11 Section 2. The General Manager and Chief Executive Officer of the City Light
12 Department, or his designee, is authorized to execute for and on behalf of The City of Seattle, an
13 Easement Agreement substantially in the form attached hereto as Attachment 1, and to accept on
14 behalf of The City of Seattle a Release of Easement substantially in the form attached hereto as
15 Attachment 2.

16 Section 3. The City Light Department is authorized to accept payment for the easement
17 being granted to Rise Properties (Woodland Pointe) Limited Partnership, in the amount of
18 \$23,500 and to deposit the proceeds in the City Light Fund.

19 Section 4. Any act consistent with the authority of this ordinance taken prior to its
20 effective date is hereby ratified and confirmed.

21

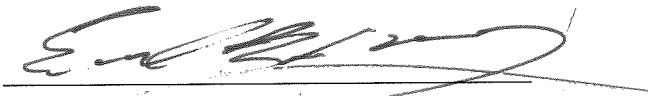
1 Section 5. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 11th day of January, 2015, and
5 signed by me in open session in authentication of its passage this
6 11th day of January, 2015.

7 
8 _____

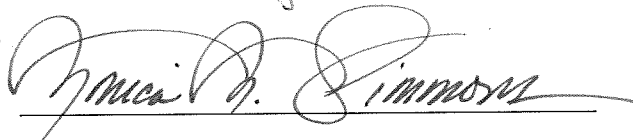
9 President _____ of the City Council

10
11 Approved by me this 14th day of January, ^{2016 AM} 2015.

12 
13 _____

14 Edward B. Murray, Mayor

15
16 Filed by me this 14 day of January, ^{2016 EMS} 2015.

17 
18 _____

19 Monica Martinez Simmons, City Clerk

20
21 (Seal)

22 Attachments:

Maureen Barnes
SCL Rise Properties Easement ORD
D1

- 1 Attachment 1: Easement Agreement
- 2 Exhibit A to Attachment 1: Legal Description of Grantor's Property
- 3 Exhibit B to Attachment 1: Legal Description of Easement Area
- 4 Exhibit C to Attachment 1: Depiction of Easement Area
- 5 Exhibit D to Attachment 1: Legal Description of Grantee's Property
- 6 Attachment 2: Release of Easement

Attachment 1

After recording, return to:

Rise Properties (Woodland Pointe) Limited Partnership
Attn: Dave Kirzinger
2505 – 3rd Avenue, #300
Seattle, WA 98121

EASEMENT AGREEMENT

SCL P.M. #: 260419-2-E04
Grantor: City of Seattle
Grantee: Rise Properties (Woodland Pointe) Limited Partnership
Short Legal: Ptn. N½ NW¼ NE¼, Sec. 19, Twp. 26 N, Rge. 4 E
Tax Parcel #: 192604-9163

THIS EASEMENT AGREEMENT (“Easement”) is made this _____ day of _____, 20____, by and between THE CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the “Grantor;” and RISE PROPERTIES (WOODLAND POINTE) LIMITED PARTNERSHIP, a Washington limited partnership, hereinafter called the “Grantee.”

1. Conveyance and Consideration. Grantor, for and in consideration of the sum of Twenty-Three Thousand Five Hundred and no/100 Dollars (\$23,500.00), and the release of a prior Easement for Private Road recorded in King County Auditor’s file no. 3936129, hereby grants, without warranty of title, to RISE PROPERTIES (WOODLAND POINTE) LIMITED PARTNERSHIP GCW, and to their successors, a non-exclusive easement for access over, through, and across a portion of Grantor’s property (“Grantor Property”) that is legally described in **Exhibit “A”**. The area of the easement (“Easement Area”) is legally described in **Exhibit “B”** and depicted in **Exhibit “C”**. The Easement is appurtenant to and shall benefit Grantee’ Property as described on **Exhibit “D”** (“Grantee’ Property”). Exhibits A, B, C, and D are attached hereto and incorporated herein by this reference. It is acknowledged that the Easement Area shall be the primary ingress and egress access to the Grantee Property from Linden Avenue N.

2. Rights of Others. The Easement Area and Easement herein granted may be subject to the prior rights of others. Grantee is responsible for verifying that its use of the Easement Area will not abridge the prior rights of others, if any.

3. Grantor's Reserved Rights. Grantor reserves unto itself and its assigns the following rights (i) all aerial rights above, over, across and through the Easement Area (ii) all subsurface rights beneath, across and through the Easement Area; (iii) the right to enter, exit, and traverse the Easement Area for the purpose of replacing, repairing, improving, removing, operating and maintaining its present or future facilities or structures lying within, suspended above, or located on Grantor Property; (iv) the right to install transmission or distribution poles, pole support structures, wires, insulators, crossarms, braces, fiber optic equipment, and any other necessary or convenient related appurtenances anywhere within the Easement Area, along with the right to enter, exit and traverse the Easement Area for such installation so long as such structures, equipment or appurtenances do not unreasonably interfere with Grantee's rights granted pursuant to this Easement; and (v) all other rights as fee owner of the Grantor Property and Easement Area that do not unreasonably interfere with the Grantee rights pursuant to this Easement.

If Grantor anticipates the need to temporarily use any portion of the Easement Area for construction, maintenance, repair, or safety purposes, Grantor shall make reasonable efforts to notify Grantee in advance. However, in cases of emergency, no such advance notification shall be required. Grantee shall at no time interfere with Grantor's access to, egress from, or ability to traverse the Easement Area or Grantor Property or allow such interference by their agents, lessees or assigns.

Upon completion of Grantor's exercise of its rights under this Section 3 to use the Easement Area, Grantor shall restore and return the Easement Area to its prior condition or to a condition that allows Grantee to use the Easement Area as provided for by this Easement.

4. Additional Terms and Conditions. Grantee and its successors, agents, and assigns, hereby agree to the following additional terms and conditions:

4.1 No building, structure, stormwater retention or detention pond or vault, open water course, bioswale, infiltration field, water feature, fountain, or fire hazard will be constructed, placed or allowed to remain within the Easement Area.

4.2 Not fewer than ninety (90) days prior to commencing construction of any improvement to the surface of the Easement Area, including, but not limited to: paving, curbing, fencing, landscaping, or lighting, Grantee shall provide detailed plans to Grantor for Grantor's review and approval.

4.3 Upon completion of any construction described in 4.2 above, Grantee shall remove and dispose of all debris and shall provide Grantor with final as-built plans of any improvement(s) made within the Easement Area.

4.4 A minimum of thirty (30) feet of vertical clearance between any transmission conductor and the finished grade of any proposed improvement shall be maintained at all times. A minimum working clearance of twenty (20) feet from 115 kV lines shall be

maintained at all times for personnel and machinery. Grantee, its agents, employees, subcontractors, lessees and assigns shall comply with all National Electric Safety Code (NESC), Washington Department of Labor and Industries, and federal Occupational Safety and Health Administration codes and clearances while engaging in any activity within the Easement Area.

4.5 Grantee shall be responsible for maintenance of vegetation within the Easement Area, if any. Grantee shall not plant or place vegetation within the Easement Area that has a height at maturity of greater than twelve (12) feet; Grantor reserves the right to trim, cut, or remove any vegetation greater than twelve (12) feet within the Easement Area without prior notice to Grantee.

4.6 No vehicles, trailers, cranes, construction equipment or any other such equipment with a height or potential height of over twenty-five (25) feet shall be driven, pulled, pushed, operated or parked within the Easement Area.

4.7 No blasting or discharge of any explosives shall be permitted within one hundred fifty (150) feet of Grantor's facilities.

4.8 There shall be no storage, dumping, burying or transferring any hazardous substances, inoperable vehicles, chemicals, oils, fuels, flammable materials ("Hazardous Substances") or containers for said substances, within the Easement Area; provided that nothing herein shall prohibit the passage of vehicles containing or transporting Hazardous Substances across the Easement Area coincident to the ordinary and safe operation of said vehicles on Grantee's Property. Grantee, its successors, agents, lessees, and assigns shall comply with all environmental laws of the State of Washington or any other governmental subdivision or agency having regulatory authority over Grantor's Property with respect to Grantee's use of the Easement Area.

4.9 Grantee, its successors and assigns, assume all risk of loss, damage or injury which may result from its use of the Easement Area, or the use of the Easement Area by its respective agents, employees, invitees, contractors, subcontractors, permittees or licensees. Grantee, its successors, and assigns agree to indemnify and hold harmless Grantor from all claims, actions, or damages of every kind and description, which may accrue from or be suffered by reason of Grantee's, their successors', respective agents', employees', invitees', contractors', subcontractors', permittees', licensees', lessees' or sublessees' use of or presence in the Easement Area, the performance of any work in connection with its use, or the exercise of any rights granted in this Easement; and in case of any such suit or action being brought against Grantor, or damages arising out of or by reason of any of the above causes, Grantee shall, upon notice of commencement of such action, defend Grantor at Grantee's sole cost and expense and will fully satisfy any judgment after the said suit shall have been finally determined, if adversely, to Grantor, except to the extent of the sole negligence of the Grantor, its agents, or representatives.

4.10 Without limiting Grantee's obligations pursuant to Paragraph 4.10 of this Easement, Grantee shall indemnify and defend Grantor from any claims, damages, or liabilities arising directly or indirectly from Hazardous Substances that are released or discharged by Grantee, its successors, or their respective agents, employees, invitees, contractors, subcontractors, permittees, licensees, lessees, or sublessees related to their operations, use of or presence in the Easement Area, the performance of any work in connection with use of the Easement Area, or the exercise of any right granted by this Easement. The term "Hazardous Substances" includes all substances that are regulated under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Solid Waste Disposal Act (SWDA) as amended by the Resource Conservation and Recovery Act (RCRA), The Toxic Substances Control Act (TSCA), and the Washington State Model Toxics Control Act (MTCA). The term "claims" related to released or discharged Hazardous Substances includes any claim that may be brought and any order that may be issued pursuant to one of the statutes listed above and associated regulations, and claims based upon common law causes of action for trespass, negligence, nuisance or other common law theories, claims for lost property value, claims for business losses, and claims for personal injuries arising from or related to Hazardous Substances.

4.11 Grantee shall at all times exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

4.12 This Easement and all its covenants, terms and conditions shall become perpetual and run with Grantor Property and benefit the Grantee Property. Upon conveyance of the fee simple interest of Grantee's property, the successor in interest shall automatically be deemed to have assumed all obligations and liabilities arising out of or in connection with this Easement, and the predecessor released therefrom, except for actions arising from sections 4.9 or 4.10 above.

4.13 The obligation(s) of the Grantee to the Grantor under this Easement are joint and several, and may not be waived or apportioned except by written consent of Grantor.

4.14 The Easement granted herein represents an indivisible easement interest in the Grantor Property. Grantee shall provide Grantor written notice of any transfer of interest in the Grantee Property within five (5) business days after such transfer.

5. Effective Date. This Easement shall become effective and binding upon execution by both parties hereto and recording of this Easement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

Dated this _____ day of _____, 20____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Signature: _____

Print name: _____

Notary Public in and for the State of Washington

Residing at: _____

My commission expires: _____

(Notary seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ of Rise Properties (Woodland Pointe) Holdings, Inc., the general partners of RISE PROPERTIES (WOODLAND POINT) LIMITED PARTNERSHIP, the Washington limited partnership that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument on behalf of RISE PROPERTIES (WOODLAND POINT) LIMITED PARTNERSHIP.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Signature: _____

Print name: _____
Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

(Notary seal)

Exhibit “A”

Attached hereto and made a part of this EASEMENT dated _____, 20 ____,
by and between the CITY OF SEATTLE, a Washington municipal corporation, acting by and
through its CITY LIGHT DEPARTMENT as Grantor, and RISE PROPERTIES (WOODLAND
POINTE) LIMITED PARTNERSHIP, as Grantee.

The City of Seattle’s (Grantor’s) Property:

King County Tax Parcel No. 192604-9163.

THE WEST 50 FEET OF THE EAST 90 FEET OF THE NORTH HALF OF THE NORTHWEST
QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 19, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., KING COUNTY,
WASHINGTON,

LESS THE NORTH 45 FEET THEREOF.

Exhibit "B"

Attached hereto and made a part of this EASEMENT dated _____, 20 ____, by and between the CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT as Grantor, and RISE PROPERTIES (WOODLAND POINTE) LIMITED PARTNERSHIP, as Grantee.

The Easement Area:

THAT PORTION OF THE WEST 50 FEET OF THE EAST 90 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, LESS THE NORTH 45 FEET THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL "B" OF CITY OF SEATTLE SHORT PLAT RECORDED UNDER KING COUNTY RECORDING NUMBER 7710050829, RECORDS OF KING COUNTY, WASHINGTON;
THENCE S 00°39'33" W ALONG THE EAST LINE OF SAID PARCEL "B" A DISTANCE OF 145.12 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING S 00°39'33" W 35.00 FEET;
THENCE S 89°20'27" E 50.00 FEET TO THE WESTERLY MARGIN OF LINDEN AVENUE NORTH;
THENCE N 00°39'33" E ALONG SAID WESTERLY MARGIN A DISTANCE OF 35.00 FEET;
THENCE N 89°20'27" W 50.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,750 SQUARE FEET, MORE OR LESS;

ALL SITUATE IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

Exhibit "C"

Depiction of Easement Area

Attached hereto and made a part of this EASEMENT dated _____, 20 ____,
by and between the CITY OF SEATTLE, a Washington municipal corporation, acting by and
through its CITY LIGHT DEPARTMENT as Grantor, and RISE PROPERTIES (WOODLAND
POINTE) LIMITED PARTNERSHIP, as Grantee.

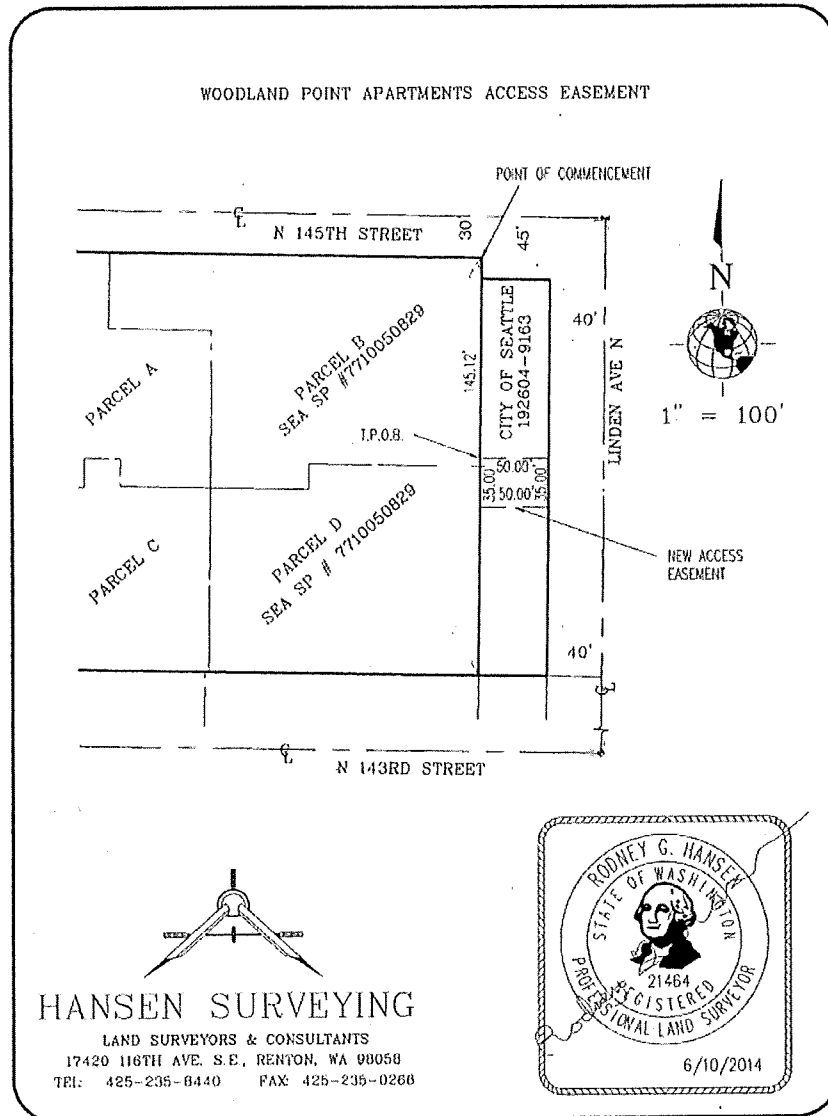


Exhibit “D”

Attached hereto and made a part of this EASEMENT dated _____, 20 ____,
by and between the CITY OF SEATTLE, a Washington municipal corporation, acting by and
through its CITY LIGHT DEPARTMENT as Grantor, and RISE PROPERTIES (WOODLAND
POINTE) LIMITED PARTNERSHIP, as Grantee

The Rise Properties (Woodland Pointe) Limited Partnership (Grantee’s) Property:

King County Tax Parcel No. 192604-9216

LOTS A and B, CITY OF SEATTLE SHORT PLAT NO. 77-59, ACCORDING TO THE SHORT
PLAT RECORDED UNDER RECORDING NUMBER 7710050829, RECORDS OF KING
COUNTY, WASHINGTON; TOGETHER WITH:

King County Tax Parcel No. 192604-9443

PARCEL Z OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3016575
RECORDED JUNE 20, 2014, UNDER RECORDING NUMBER 20140620900002, RECORDS
OF KING COUNTY, WASHINGTON.

Attachment 2

When recorded, return to:
SEATTLE CITY LIGHT
Real Estate Services
700 Fifth Avenue, SMT 3338
P.O. Box 34023
Seattle, WA 98124-4023

RELEASE OF EASEMENT

SCL P.M. No.: 261904-2-E02
King County Tax Parcel No.: 192604-9163
Short Legal Description: Ptn. N½ NW¼ NE¼ NW¼, Sec. 19, Twp. 26 N, Rge. 4 E
Reference No.: 3936129

RISE PROPERTIES (WOODLAND POINTE) LIMITED PARTNERSHIP, a Washington limited partnership, is the successor in interest and owner of an Easement for Private Road acquired by George Broyles, dated September 6, 1949, and recorded under King County Auditor's File Number 3936129, over the following described real property:

THE WEST 50 FEET OF THE EAST 90 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., SAID ROAD BEING 20 FEET IN WIDTH AND EXTENDING ACROSS THE ABOVE DESCRIBED PROPERTY IN AN EAST-WSET DIRECTION, AND HAVING ITS NORTH AND SOUTH BOUNDARIES PARALLEL TO, AND 75 FEET AND 95 FEET RESPECTIVELY, DISTANT FROM THE SOUTH BOUNDARY OF NORTH 145TH STREET, ALL IN SECTION 19, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M.

Rise Properties (Woodland Pointe) Limited Partnership does hereby release, abandon and relinquish all rights acquired under said easement.

IN WITNESS WHEREOF, Rise Properties (Woodland Pointe) Limited Partnership has caused this instrument to be executed and delivered this _____ day of _____, 20 ____.

RISE PROPERTIES (WOODLAND POINTE) LIMITED PARTNERSHIP
A Washington limited partnership

By: Rise Properties (Woodland Pointe) Holdings, Inc.
 A Washington corporation
 Its general partner

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ of Rise Properties (Woodland Pointe) Holdings, Inc., the general partners of RISE PROPERTIES (WOODLAND POINTE LIMITED PARTNERSHIP, the Washington limited partnership that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument on behalf of RISE PROPERTIES (WOODLAND POINT) LIMITED PARTNERSHIP.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Signature: _____

Print name: _____

Notary Public in and for the State of Washington

Residing at: _____

My commission expires: _____

(notary seal)