

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

**CITY OF SEATTLE**  
**ORDINANCE** 126674  
COUNCIL BILL 120404

AN ORDINANCE accepting twenty-five limited purpose easements for public sidewalk and alley turn-around 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 3, Joseph R. McLaughlin’s Water Front Addition to the City of Seattle; the sidewalk adjoining Parcels B and C, City of Seattle Short Subdivision No. 3012368, recorded under King County Recording Number 20111108900011 (previously known as Block 4, Joseph R. McLaughlin’s Water Front Addition to the City of Seattle); the sidewalk adjoining Lots 16 through 25, Holtfreter’s Addition to the City of Seattle; the sidewalk adjoining Parcel B, City of Seattle Lot Boundary Adjustment No. 2103502, recorded under King County Recording Number 20011015900001 (previously known as Block 14, Eden Addition No. 2 to the City of Seattle); the alley abutting Lots 1 and 2, Central Addition to Columbia; the sidewalk adjoining a portion of the Northeast quarter of the Southwest quarter of Section 12, Township 25 North, Range 3 East, Willamette Meridian; the sidewalk adjoining Block 30, Boulevard Place Addition to the City of Seattle; the sidewalk adjoining Parcel Z, City of Seattle Lot Boundary Adjustment No. 3035659-LU, recorded under King County Recording Number 20210111900005 (previously known as Parcel A, City of Seattle Lot Boundary Adjustment No. 3032687-LU, recorded under King County Recording Number 20190710900006, and Tracts 7 and 8, Rainier Beach Acre Tracts); the sidewalk adjoining Parcels A and B, City of Seattle Lot Boundary Adjustment No. 3032311-LU, recorded under King County Recording Number 20190125900004 (previously known as Block 182, Seattle Tide Lands); the sidewalk adjoining Parcel A, City of Seattle Lot Boundary Adjustment No. 3036813-LU, recorded under King County Recording Number 20210114900010 (previously known as Block 20, Osner’s Second Addition to Seattle); the sidewalk adjoining Block 55, Town of Seattle, as laid out by D. S. Maynard, Commonly known as D. S. Maynard’s Plat of Seattle; the sidewalk adjoining Block 8, Exposition Heights; the sidewalk adjoining Block 3, Denny-Fuhrman Addition to the City of Seattle; the sidewalk adjoining Lots A, B, and C, City of Seattle Unit Lot Subdivision No. 3034089-LU, recorded under King County Recording Number 20200213900014 (previously known as Block 5, University Heights); the sidewalk adjoining Block 1, Sturtevant’s Rainier Beach Lake Park Cottage Tracts; the sidewalk adjoining Lot 9, Haleakala Addition; the sidewalk adjoining Blocks 29 and 30, Boulevard Place Addition to the City of Seattle; the sidewalk adjoining Block 8, Oak Lake Villa Tracts; the sidewalk adjoining Block 44, Central Seattle; the sidewalk adjoining Parcels A and B, City of Seattle Lot Boundary Adjustment No. 3036465-LU recorded under King County Recording Number 20210915900006 (previously known as Block 4, James’ Division of Green Lake Addition to Seattle); the sidewalk adjoining Block 1, B. F. Day’s Eldorado; the sidewalk adjoining Parcel X, Seattle Lot Segregation,

1 recorded under King County Recording Number 20071129900001 (situated in a portion  
2 of the Southeast quarter of the Northeast quarter of Section 30, Township 26 North,  
3 Range 4 East, Willamette Meridian); the sidewalk adjoining a portion of the Northwest  
4 quarter of the Southeast quarter of Section 29, Township 26 North, Range 4 East,  
5 Willamette Meridian; the sidewalk adjoining Parcel X, City of Seattle Lot Boundary  
6 Adjustment No. 3037167-LU, recorded under King County Recording Number  
7 20211110900005 (previously known as Block 8, Cedar Park); the sidewalk adjoining  
8 Block 11, Mercer’s Addition to North Seattle; and the sidewalk adjoining Block 12,  
9 Pettit’s University Addition to the City of Seattle).

10  
11  
12 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

13 Section 1. The Easement for Public Sidewalk, granted by KING COUNTY-  
14 WASTEWATER TREATMENT DIVISION, a political subdivision of the state of Washington,  
15 dated January 12, 2022, and recorded under King County Recording Number 20220131001604,  
16 attached as Attachment 1 and incorporated into this ordinance, that conveys and warrants to The  
17 City of Seattle, a municipal corporation of the state of Washington, is accepted for public  
18 sidewalk purposes. The conveyance of this easement for public sidewalk purposes is for surface  
19 rights of public access only. KING COUNTY is responsible for maintenance of the surface and  
20 supporting structure of this easement area. (Right-of-Way File Number: T2019-89; a portion of  
21 tax parcel numbers 536720-0300, 536720-0445, and 536720-0446)

22 Section 2. The Easement for Public Sidewalk, granted by FILIPINO COMMUNITY OF  
23 SEATTLE, a Washington nonprofit corporation, dated August 18, 2020, and recorded under  
24 King County Recording Number 20200910001187, attached as Attachment 2 and incorporated  
25 into this ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of  
26 the state of Washington, is accepted for public sidewalk purposes. The conveyance of this  
27 easement for public sidewalk purposes is for surface rights of public access only. FILIPINO  
28 COMMUNITY OF SEATTLE is responsible for maintenance of the surface and supporting  
29 structure of this easement area. (Right-of-Way File Number: T2020-24; a portion of tax parcel

1 numbers 342660-0080, 342660-0090, 342660-0100, 342660-0106, 342660-0115, 342660-0120,  
2 and 342660-0125)

3           Section 3. The Easement for Public Sidewalk, granted by 760 ALOHA, LLC, a  
4 Washington limited liability company, dated September 9, 2020, and recorded under King  
5 County Recording Number 20210105002358, attached as Attachment 3 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 purposes is for surface rights of public access only. 760 ALOHA, LLC is  
9 responsible for maintenance of the surface and supporting structure of this easement area.  
10 (Right-of-Way File Number: T2020-27; a portion of tax parcel number 224950-0115)

11           Section 4. The Easement for Alley Turn-Around, granted by 5250 RAINIER, LP, a  
12 Washington limited partnership, dated July 13, 2020, and recorded under King County  
13 Recording Number 20201103002664, attached as Attachment 4 and incorporated into this  
14 ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state  
15 of Washington, is accepted for public vehicle turn-around purposes. The conveyance of this  
16 easement for public vehicle turn-around purposes is for surface rights of public access only.  
17 5250 RAINIER, LP is responsible for maintenance of the surface and supporting structure of this  
18 easement area. (Right-of-Way File Number: T2020-31; a portion of tax parcel number 148040-  
19 0006)

20           Section 5. The Easement for Public Sidewalk, granted by GREEN WAY HOMES LLC, a  
21 Washington limited liability company, dated August 21, 2020, and recorded under King County  
22 Recording Number 20200831000475, attached as Attachment 5 and incorporated into this  
23 ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state

1 of Washington, is accepted for public sidewalk purposes. The conveyance of this easement for  
2 public sidewalk purposes is for surface rights of public access only. GREEN WAY HOMES  
3 LLC is responsible for maintenance of the surface and supporting structure of this easement area.  
4 (Right-of-Way File Number: T2020-43; a portion of tax parcel number 122503-9009)

5 Section 6. The Easement for Public Sidewalk, granted by NESBIT DEVELOPMENT  
6 LLLP, a Washington limited liability limited partnership, dated May 24, 2021, and recorded  
7 under King County Recording Number 20210617001212, attached as Attachment 6 and  
8 incorporated into this ordinance, that conveys and warrants to The City of Seattle, a municipal  
9 corporation of the state of Washington, is accepted for public sidewalk purposes. The  
10 conveyance of this easement for public sidewalk purposes is for surface rights of public access  
11 only. NESBIT DEVELOPMENT LLLP is responsible for maintenance of the surface and  
12 supporting structure of this easement area. (Right-of-Way File Number: T2021-02; a portion of  
13 tax parcel number 099300-1715)

14 Section 7. The Easement for Public Sidewalk, granted by SEATTLE BUILT HOMES,  
15 INC., a Washington corporation, dated June 2, 2021, and recorded under King County Recording  
16 Number 20210623001021, attached as Attachment 7 and incorporated into this ordinance, that  
17 conveys and warrants to The City of Seattle, a municipal corporation of the state of Washington,  
18 is accepted for public sidewalk purposes. The conveyance of this easement for public sidewalk  
19 purposes is for surface rights of public access only. SEATTLE BUILT HOMES, INC. is  
20 responsible for maintenance of the surface and supporting structure of this easement area.  
21 (Right-of-Way File Number: T2021-10; a portion of tax parcel number 806600-0174)

22 Section 8. The Easement for Public Sidewalk, granted by WOLDSON WESTERN 01  
23 LLC, a Washington limited liability company, and PPF AMLI WESTERN AVENUE, LLC, a

1 Delaware limited liability company, as ground lessee, dated June 4, 2021, and recorded under  
2 King County Recording Number 20210623001020, attached as Attachment 8 and incorporated  
3 into this ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of  
4 the state of Washington, is accepted for public sidewalk purposes. The conveyance of this  
5 easement for public sidewalk purposes is for surface rights of public access only. WOLDSON  
6 WESTERN 01 LLC and PPF AMLI WESTERN AVENUE, LLC are responsible for  
7 maintenance of the surface and supporting structure of this easement area. (Right-of-Way File  
8 Number: T2021-21; a portion of tax parcel numbers 766620-2505 and 766620-2506)

9 Section 9. The Easement for Public Sidewalk, granted by GREENBANK HOLDINGS,  
10 LLC, a Washington limited liability company, dated June 7, 2021, and recorded under King  
11 County Recording Number 20210629001958, attached as Attachment 9 and incorporated into  
12 this ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the  
13 state of Washington, is accepted for public sidewalk purposes. The conveyance of this easement  
14 for public sidewalk purposes is for surface rights of public access only. GREENBANK  
15 HOLDINGS, LLC is responsible for maintenance of the surface and supporting structure of this  
16 easement area. (Right-of-Way File Number: T2021-22; a portion of tax parcel number 643050-  
17 0345)

18 Section 10. The Easement for Public Sidewalk, granted by UNCLE BOB’S PLACE  
19 LLLP, a Washington limited liability limited partnership, dated September 28, 2021, and  
20 recorded under King County Recording Number 20211022000113, attached as Attachment 10  
21 and incorporated into this ordinance, that conveys and warrants to The City of Seattle, a  
22 municipal corporation of the state of Washington, is accepted for public sidewalk purposes. The  
23 conveyance of this easement for public sidewalk purposes is for surface rights of public access

1 only. UNCLE BOB’S PLACE LLLP is responsible for maintenance of the surface and  
2 supporting structure of this easement area. (Right-of-Way File Number: T2021-26; a portion of  
3 tax parcel number 524780-2745)

4 Section 11. The Easement for Public Sidewalk, granted by ASC LAURELHURST LLC,  
5 a Washington limited liability company, dated July 22, 2021, and recorded under King County  
6 Recording Number 20210803001552, attached as Attachment 11 and incorporated into this  
7 ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state  
8 of Washington, is accepted for public sidewalk purposes. The conveyance of this easement for  
9 public sidewalk purposes is for surface rights of public access only. ASC LAURELHURST  
10 LLC is responsible for maintenance of the surface and supporting structure of this easement area.  
11 (Right-of-Way File Number: T2021-30; a portion of tax parcel number 243620-0900)

12 Section 12. The Easement for Public Sidewalk, granted by 2517 EASTLAKE LLC, a  
13 Washington limited liability company, dated September 10, 2021, and recorded under King  
14 County Recording Number 20211001000783, attached as Attachment 12 and incorporated into  
15 this ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the  
16 state of Washington, is accepted for public sidewalk purposes. The conveyance of this easement  
17 for public sidewalk purposes is for surface rights of public access only. 2517 EASTLAKE LLC  
18 is responsible for maintenance of the surface and supporting structure of this easement area.  
19 (Right-of-Way File Number: T2021-35; a portion of tax parcel number 195970-0015)

20 Section 13. The Easement for Public Sidewalk, granted by MURIEL PLACE LLC, a  
21 Washington limited liability company, dated August 27, 2021, and recorded under King County  
22 Recording Number 20210923000823, attached as Attachment 13 and incorporated into this  
23 ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state

1 of Washington, is accepted for public sidewalk purposes. The conveyance of this easement for  
2 public sidewalk purposes is for surface rights of public access only. MURIEL PLACE LLC is  
3 responsible for maintenance of the surface and supporting structure of this easement area.  
4 (Right-of-Way File Number: T2021-36; a portion of tax parcel numbers 881640-0790, 881640-  
5 0791, and 881640-0792)

6 Section 14. The Easement for Public Sidewalk, granted by WATERS INVESTMENT  
7 GROUP, LLC, a Washington limited liability company, as to a three quarter (75%) interest and  
8 LD1668, LLC, a Washington limited liability company, as to a one quarter (25%) interest, as  
9 tenants in common, dated February 15, 2022, and recorded under King County Recording  
10 Number 20220303000818, attached as Attachment 14 and incorporated into this ordinance, that  
11 conveys and warrants to The City of Seattle, a municipal corporation of the state of Washington,  
12 is accepted for public sidewalk purposes. The conveyance of this easement for public sidewalk  
13 purposes is for surface rights of public access only. WATERS INVESTMENT GROUP, LLC  
14 and LD1668, LLC are responsible for maintenance of the surface and supporting structure of this  
15 easement area. (Right-of-Way File Number: T2021-41; a portion of tax parcel numbers 807000-  
16 0065)

17 Section 15. The Easement for Public Sidewalk, granted by SEA20A, LLC, a Delaware  
18 limited liability company, dated November 9, 2021, and recorded under King County Recording  
19 Number 20211117001233, attached as Attachment 15 and incorporated into this ordinance, that  
20 conveys and warrants to The City of Seattle, a municipal corporation of the state of Washington,  
21 is accepted for public sidewalk purposes. The conveyance of this easement for public sidewalk  
22 purposes is for surface rights of public access only. SEA20A, LLC is responsible for

1 maintenance of the surface and supporting structure of this easement area. (Right-of-Way File  
2 Number: T2021-44; a portion of tax parcel number 302230-0040)

3           Section 16. The Easement for Public Sidewalk, granted by DESC GREENLAKE LLLP,  
4 a Washington limited liability limited partnership, dated November 22, 2021, and recorded under  
5 King County Recording Number 20211213001114, attached as Attachment 16 and incorporated  
6 into this ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of  
7 the state of Washington, is accepted for public sidewalk purposes. The conveyance of this  
8 easement for public sidewalk purposes is for surface rights of public access only. DESC  
9 GREENLAKE LLLP is responsible for maintenance of the surface and supporting structure of  
10 this easement area. (Right-of-Way File Number: T2021-46; a portion of tax parcel number  
11 099300-1695)

12           Section 17. The Easement for Public Sidewalk, granted by TURIN, LLC, a Washington  
13 limited liability company, dated November 22, 2021, and recorded under King County  
14 Recording Number 20211213000862, attached as Attachment 17 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 purposes is for surface rights of public access only. TURIN, LLC is responsible  
18 for maintenance of the surface and supporting structure of this easement area. (Right-of-Way  
19 File Number: T2021-52; a portion of tax parcel number 630000-0635)

20           Section 18. The Easement for Public Sidewalk, granted by GENOA, LLC, a Washington  
21 limited liability company, dated November 22, 2021, and recorded under King County  
22 Recording Number 20211213000859, attached as Attachment 18 and incorporated into this  
23 ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state



1 of Washington, is accepted for public sidewalk purposes. The conveyance of this easement for  
2 public sidewalk purposes is for surface rights of public access only. GENOA, LLC is  
3 responsible for maintenance of the surface and supporting structure of this easement area.  
4 (Right-of-Way File Number: T2021-53; a portion of tax parcel number 149830-2724)

5 Section 19. The Easement for Public Sidewalk, granted by 1022 68<sup>th</sup>, LLC, a Delaware  
6 limited liability company, dated November 24, 2021, and recorded under King County  
7 Recording Number 20211213001125, attached as Attachment 19 and incorporated into this  
8 ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state  
9 of Washington, is accepted for public sidewalk purposes. The conveyance of this easement for  
10 public sidewalk purposes is for surface rights of public access only. 1022 68<sup>th</sup>, LLC is  
11 responsible for maintenance of the surface and supporting structure of this easement area.  
12 (Right-of-Way File Number: T2021-54; a portion of tax parcel numbers 365870-0470 and  
13 365870-0475)

14 Section 20. The Easement for Public Sidewalk, granted by FREMONT BRIDGE  
15 HOLDINGS LLC, a Washington limited liability company, dated November 16, 2021, and  
16 recorded under King County Recording Number 20211213001111, attached as Attachment 20  
17 and incorporated into this ordinance, that conveys and warrants to The City of Seattle, a  
18 municipal corporation of the state of Washington, is accepted for public sidewalk purposes. The  
19 conveyance of this easement for public sidewalk purposes is for surface rights of public access  
20 only. FREMONT BRIDGE HOLDINGS LLC is responsible for maintenance of the surface and  
21 supporting structure of this easement area. (Right-of-Way File Number: T2021-56; a portion of  
22 tax parcel numbers 524480-0014, 524480-0030, and 192930-0005)

1           Section 21. The Easement for Public Sidewalk, granted by the BOARD OF REGENTS  
2 OF THE UNIVERSITY OF WASHINGTON, a state institution of higher education and an  
3 agency of the State of Washington, dated January 28, 2022, and recorded under King County  
4 Recording Number 20220202001002, attached as Attachment 21 and incorporated into this  
5 ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state  
6 of Washington, is accepted for public sidewalk purposes. The conveyance of this easement for  
7 public sidewalk purposes is for surface rights of public access only. The BOARD OF  
8 REGENTS OF THE UNIVERSITY OF WASHINGTON is responsible for maintenance of the  
9 surface and supporting structure of this easement area. (Right-of-Way File Number: T2021-68; a  
10 portion of tax parcel number 302604-9130)

11           Section 22. The Easement for Public Sidewalk, granted by NG 295 DEVELOPMENT  
12 LLC, a Washington limited liability company, dated February 9, 2022, and recorded under King  
13 County Recording Number 20220303000828, attached as Attachment 22 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 purposes is for surface rights of public access only. NG 295  
17 DEVELOPMENT LLC is responsible for maintenance of the surface and supporting structure of  
18 this easement area. (Right-of-Way File Number: T2022-01; a portion of tax parcel number  
19 292604-9163)

20           Section 23. The Easement for Public Sidewalk, granted by REAL ESTATE  
21 INVESTMENT PROPERTIES, LLC, a Washington limited liability company, dated March 9,  
22 2022, and recorded under King County Recording Number 20220322001640, attached as  
23 Attachment 23 and incorporated into this ordinance, that conveys and warrants to The City of

1 Seattle, a municipal corporation of the state of Washington, is accepted for public sidewalk  
2 purposes. The conveyance of this easement for public sidewalk purposes is for surface rights of  
3 public access only. REAL ESTATE INVESTMENT PROPERTIES, LLC is responsible for  
4 maintenance of the surface and supporting structure of this easement area. (Right-of-Way File  
5 Number: T2022-02; a portion of tax parcel number 145360-2405)

6 Section 24. The Easement for Public Sidewalk, granted by FIRST AND ROY, LP, a  
7 Washington limited partnership, dated March 16, 2022, and recorded under King County  
8 Recording Number 20220322001656, attached as Attachment 24 and incorporated into this  
9 ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state  
10 of Washington, is accepted for public sidewalk purposes. The conveyance of this easement for  
11 public sidewalk purposes is for surface rights of public access only. FIRST AND ROY, LP is  
12 responsible for maintenance of the surface and supporting structure of this easement area.  
13 (Right-of-Way File Number: T2022-06; a portion of tax parcel number 545730-0410)

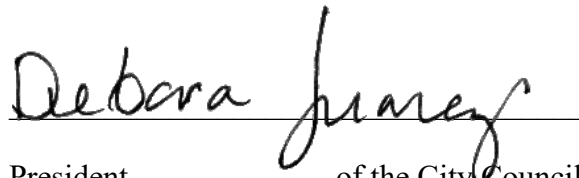
14 Section 25. The Easement for Public Sidewalk, granted by NWP NEW HEIGHTS, LLC,  
15 a Washington limited liability company, dated March 21, 2022, and recorded under King County  
16 Recording Number 20220330000547, attached as Attachment 25 and incorporated into this  
17 ordinance, that conveys and warrants to The City of Seattle, a municipal corporation of the state  
18 of Washington, is accepted for public sidewalk purposes. The conveyance of this easement for  
19 public sidewalk purposes is for surface rights of public access only. NWP NEW HEIGHTS,  
20 LLC is responsible for maintenance of the surface and supporting structure of this easement area.  
21 (Right-of-Way File Number: T2022-08; a portion of tax parcel numbers 674670-1935 and  
22 674670-1940)

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

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

1 Section 28. 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.

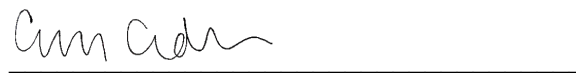
4 Passed by the City Council the 13th day of September, 2022,  
5 and signed by me in open session in authentication of its passage this 13th day of  
6 September, 2022.

7   
8 President \_\_\_\_\_ of the City Council

9  Approved /  returned unsigned /  vetoed this 19th day of September, 2022.

10   
11 Bruce A. Harrell, Mayor

12 Filed by me this 19th day of September, 2022.

13   
14 Elizabeth M. Adkisson, Interim City Clerk

15 (Seal)

16 Attachments:  
17 Attachments 1 to 25 – Easements conveying property to The City of Seattle for sidewalk and  
18 alley turn-around purposes

DocuSign Envelope ID: AA10AC19-88EF-4729-88B2-44B4CFCB77BB

Recording Requested By And  
When Recorded Mail To:

City of Seattle Department of Transportation  
700 Fifth Avenue, Suite 3800  
P. O. Box 34996  
Seattle, WA 98124-4996  
Attn: Loretta Gilbane

|                                  |                                                                                                                                                                                                         |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Document Type:                   | Easement for Public Sidewalk                                                                                                                                                                            |
| Grantor(s):                      | King County – Wastewater Treatment Division                                                                                                                                                             |
| Grantee:                         | City of Seattle                                                                                                                                                                                         |
| Legal Description (abbreviated): | Ptn of Lots 16, 17, 18, 19 & 20, Blk 3, Joseph R McLaughlin's Water Front Add to the City of Seattle, Vol. 13, page 28 and Parcels B & C, City of Seattle Short Sub No. 3012368, Rec No. 20111108900011 |
| Assessor's Tax Parcel Number:    | 536720-0300, 536720-0445, 5367200446                                                                                                                                                                    |

---

### **EASEMENT FOR PUBLIC SIDEWALK**

**GRANTOR, KING COUNTY – WASTEWATER TREATMENT DIVISION**, a political subdivision of the State of Washington, for and in consideration of fulfillment of conditions required for permit issuance, hereby convey(s) and warrant(s) 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 real property in Seattle, King County, State of Washington:

See Exhibits A-1, A-2 and A-3 and depicted in Exhibits B-1, B-2 and B-3 (collectively, the "Easement Area") attached hereto and made a part of this agreement.

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.

Grantor has pipelines and wastewater facilities (collectively, the "Wastewater Facilities") under the surface of the public sidewalk and under the Easement Area. Grantor reserves the right to use the Easement Area to install, construct, own, operate, maintain, use, upgrade, expand and repair the Wastewater Facilities. For non-emergency activities, Grantor will give Grantee at least 14 days' written or verbal notice before working in the Easement Area. For emergency activities, no notice shall be necessary before Grantor's

DocuSign Envelope ID: AA10AC19-88EF-4729-88B2-44B4CFCB77BB

work in the Easement Area. After Grantor's use of the Easement Area, Grantor shall restore the Easement Area to the condition in which it existed at the commencement of said Grantor's activities.

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 12th day of January, 2022

**KING COUNTY - Wastewater Treatment Division**  
a political subdivision of the State of Washington

By: <sup>DocuSigned by:</sup>  
Bill Wilbert  
65P62G238650C414

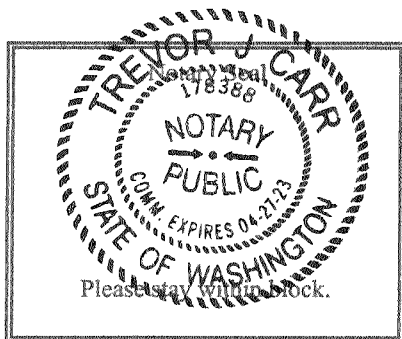
Name: Bill Wilbert

Its: Managing Supervisor

STATE OF WASHINGTON            )  
                                                          ): §  
County of King                            )

On this 12th day of January, 2022, I certify that I know or have satisfactory evidence that Bill Wilbert signed this instrument, on oath stated that he/she/they was authorized to execute the instrument and acknowledged it as Managing Supervisor of King County Wastewater Treatment Division, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



[Signature]  
Notary (print name) Trevor J. Carr  
Notary Public in and for the State of Washington,  
residing at Seattle  
My Appointment expires 4-23-2023

**Exhibit A-1  
SIDEWALK EASEMENT LEGAL DESCRIPTION**

**EASEMENT DESCRIPTION  
TAX PARCEL NO. 536720-0300  
SIDEWALK EASEMENT**

An easement for sidewalk purposes within the following described property:

Lots 16 through 20, inclusive, Block 3, Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, Page 28, records of King County, Washington;

Except portion of said Lots 17 through 20, inclusive, condemned by the City of Seattle for street purposes, under King County Superior Court Cause No. 102874; and

Except that portion conveyed to City of Seattle by Deed recorded December 24, 1967 under Recording No. 6269615 as provided by Ordinance No. 96228 of the City of Seattle; and

Except that portion conveyed to the City of Seattle by Deed recorded November 20, 1996 under Recording No. 9611200869 for street purposes;

Except that portion conveyed to the City of Seattle by Correction Deed recorded under Recording No. 20180509000694;

Together with portion of vacated street adjoining;

Lying southerly of the following described line:

**Commencing** at the southeasterly corner thereof:

thence along the easterly line of said property, North  $01^{\circ}07'26''$  East 2.90 feet to the northerly edge of a proposed sidewalk and the **True Point of Beginning**;

thence along said northerly edge through the following courses:

South  $69^{\circ}39'36''$  West 8.78 feet;

thence South  $69^{\circ}41'00''$  West 74.95 feet;

thence South  $88^{\circ}29'17''$  West 4.42 feet;

thence South  $74^{\circ}14'17''$  West 11.46 feet to the easterly margin of East Marginal Way S and the terminus of said line.

**Containing:** 261 Square Feet, more or less.



DocuSign Envelope ID: AA10AC19-88EF-4729-88B2-44B4CF77BB

**EXHIBIT A-2  
SIDEWALK EASEMENT LEGAL DESCRIPTION**

**TAX PARCEL NO. 536720-0445  
SIDEWALK EASEMENT**

An easement for sidewalk purposes within that portion of Lot C, City of Seattle Short Subdivision No. 3012368, recorded under Recording No. 20111108900011, records of King County, Washington; lying southerly of the following described line:

**Commencing** at the southeast corner of said Lot C;  
thence along the easterly line of said lot, North 01°07'15" East 2.90 feet to the northerly edge of a proposed sidewalk and the **True Point of Beginning**;  
thence along said northerly edge through the following courses:  
South 69°41'00" West 16.57 feet;  
thence South 20°09'38" East 1.00 foot;  
thence South 69°41'00" West 8.00 feet;  
thence North 20°09'38" West 1.00 foot;  
thence South 69°41'00" West 19.50 feet;  
thence South 20°09'38" East 1.00 foot;  
thence South 69°41'00" West 8.00 feet;  
thence North 20°09'38" West 1.00 foot;  
thence South 69°41'00" West 56.34 feet;  
thence South 20°09'38" East 1.00 foot;  
thence South 69°41'00" West 8.00 feet;  
thence North 20°09'38" West 1.00 foot;  
thence South 69°40'33" West 19.49 feet;  
thence South 20°09'38" East 1.00 foot;  
thence South 69°41'00" West 8.00 feet;  
thence North 20°09'38" West 1.00 foot;  
thence South 69°39'36" West 4.40 feet to the westerly line of said lot and the terminus of said line.

**Containing:** 368 Square Feet, more or less.

DocuSign Envelope ID: AA10AC19-88EF-4729-88B2-44B4CFCB77BB

**EXHIBIT A-3  
SIDEWALK EASEMENT LEGAL DESCRIPTION**

**TAX PARCEL NO. 536720-0446  
SIDEWALK EASEMENT**

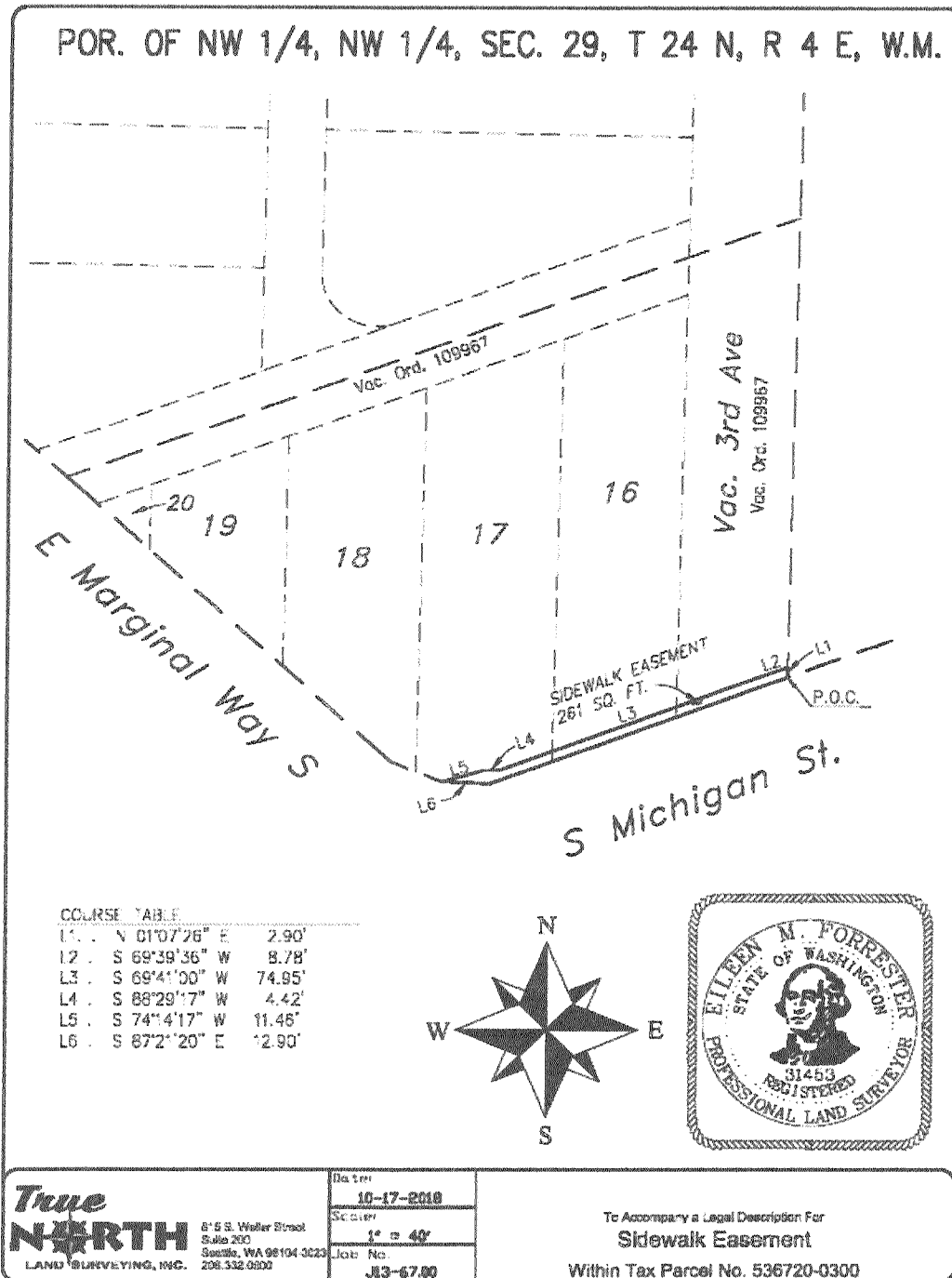
An easement for sidewalk purposes within that portion of Lot B, City of Seattle Short Subdivision No. 3012368, recorded under Recording No. 20111108900011, records of King County, Washington, lying southerly of the following described line:

**Commencing** at the southwest corner of said Lot B;  
thence along the westerly line of said lot, North 01°07'15" East 2.90 feet to the northerly edge of a proposed sidewalk and the **True Point of Beginning**;  
thence along said northerly edge through the following courses:  
North 69°41'00" East 2.93 feet;  
thence South 20°09'38" East 1.00 foot;  
thence North 69°41'00" East 8.00 feet;  
thence North 20°09'38" West 1.00 foot;  
thence North 69°41'00" East 19.50 feet;  
thence South 20°09'38" East 1.00 foot;  
thence North 69°41'00" East 8.00 feet;  
thence North 20°09'38" West 1.00 foot;  
thence North 69°41'00" East 19.50 feet;  
thence South 20°09'38" East 1.00 foot;  
thence North 69°41'00" East 8.00 feet;  
thence North 20°09'38" East 1.00 foot;  
thence North 69°41'00" East 30.69 feet;  
thence North 58°34'59" East 7.79 feet to a point on a non-tangent curve concave northerly and having a radius of 18.29 feet, a radial line of said curve from said point bears North 20°35'41" West;  
thence along said curve easterly 6.58 feet through a central angle of 20°37'16";  
thence non-tangent from said curve, North 01°07'52" East 13.72 feet;  
thence South 88°57'53" East 5.97 feet to the easterly line of said Lot B and the terminus of said line.

**Containing:** 348 Square Feet, more or less.

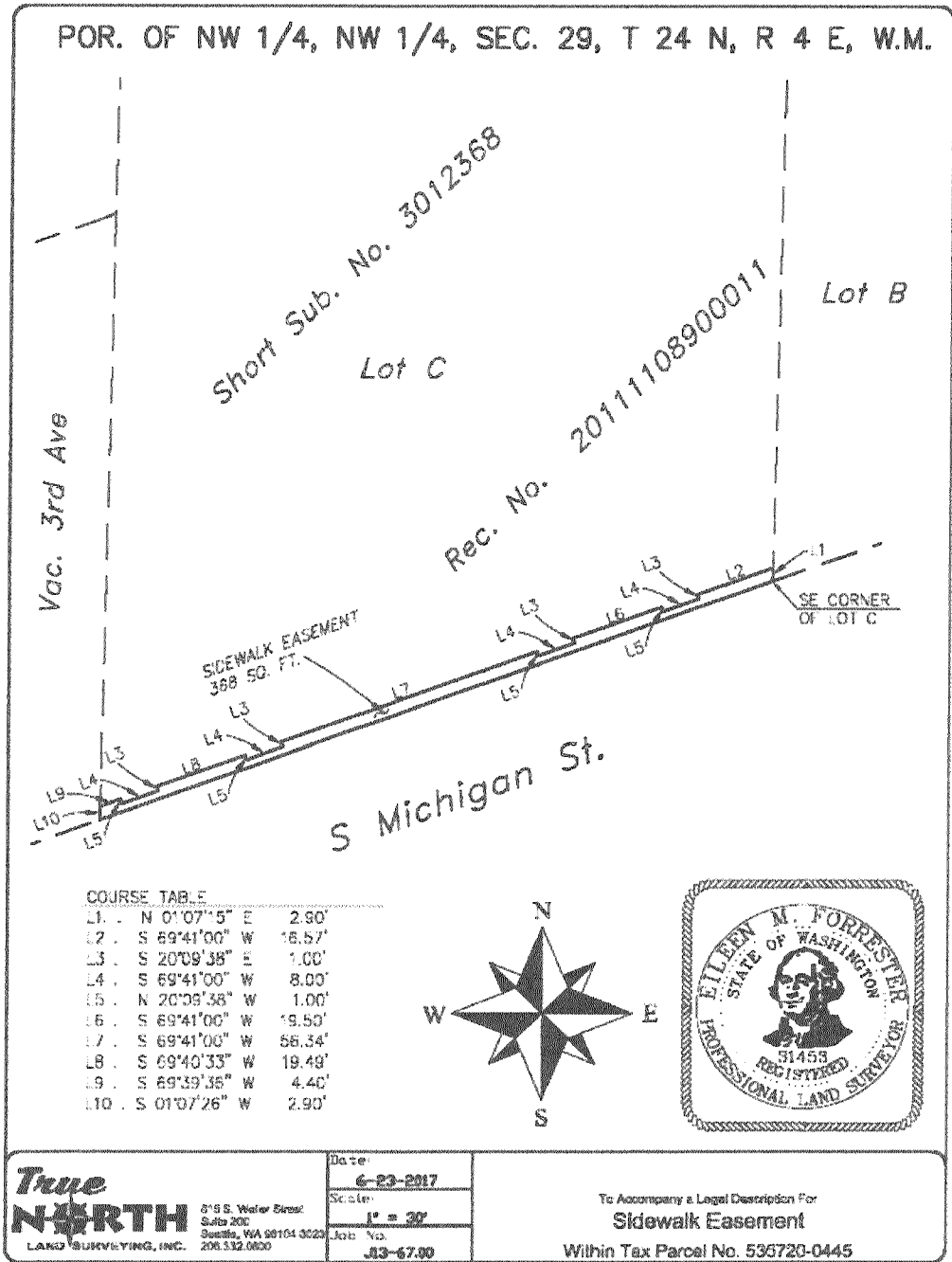
DocuSign Envelope ID: AA10AC19-88EF-4729-88B2-44B4CFCB77BB

EXHIBIT B-1



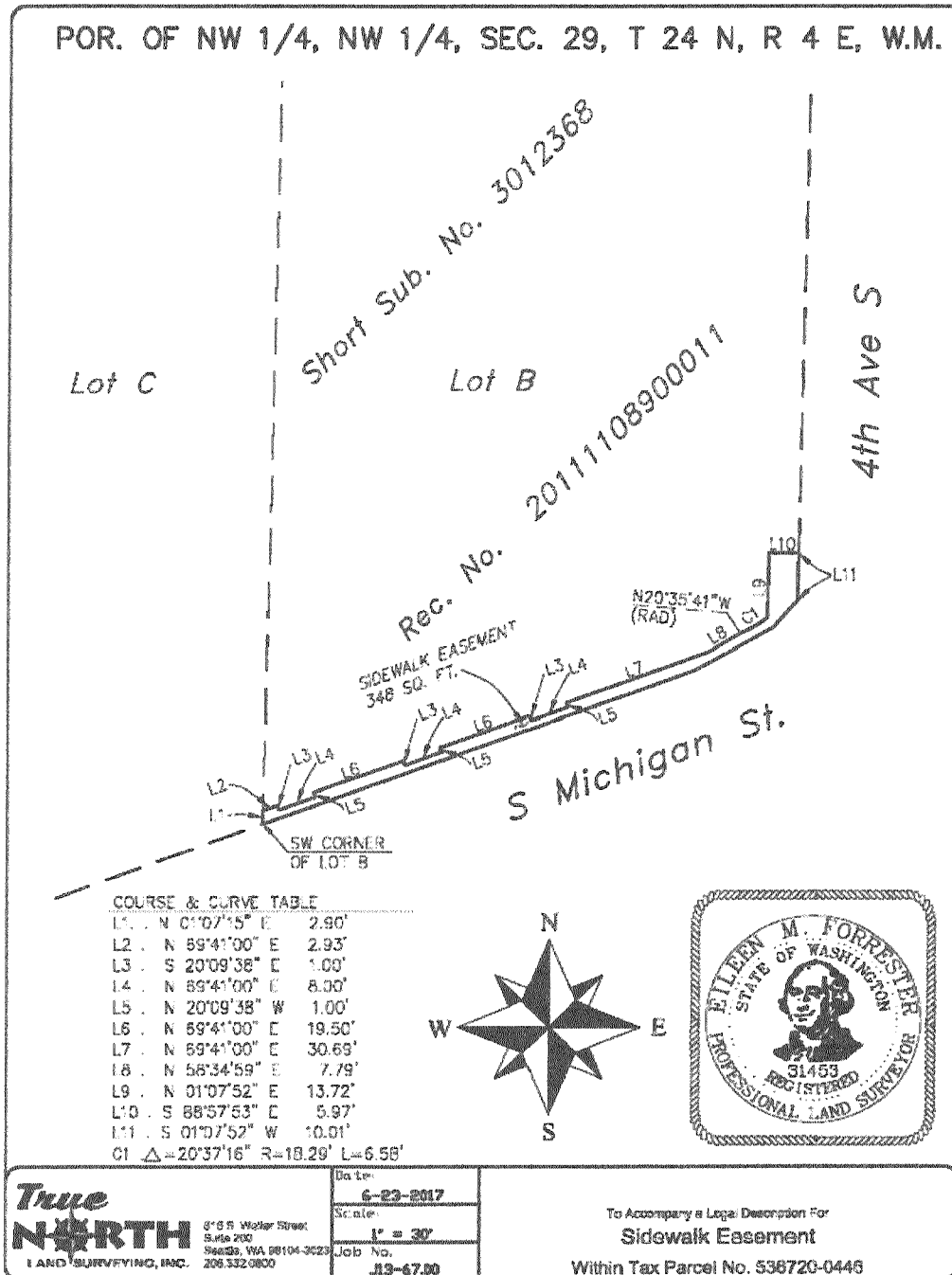
DocuSign Envelope ID: AA10AC19-88EF-4729-88B2-44B4CFCB77BB

EXHIBIT B-2



DocuSign Envelope ID: AA10AC19-88EF-4729-88B2-44B4CFCB77BB

EXHIBIT B-3



Recording Requested By And  
When Recorded Mail To:

City of Seattle Department of Transportation  
700 Fifth Avenue, Suite 3800  
P. O. Box 34996  
Seattle, WA 98124-4996  
Attn: Loretta Gilbane



**20200910001187**

EASEMENT Rec: \$117.50  
9/10/2020 1:56 PM  
KING COUNTY, WA

Document Type: Easement for Public Sidewalk  
Grantor(s): Filipino Community of Seattle, a Washington non-profit corporation.  
Grantee: City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abv): Ptn of Lots 16-25, Holtfreter's Add., Vol. 22 of Plats, pp 37, King County, WA.  
Assessor's Tax Parcel Number: Ptn of 342660-0080, 342660-0090, 342660-0100, 342660-0106, 342660-0115, 342660-0120 and 342660-0125.

**EASEMENT FOR PUBLIC SIDEWALK**

GRANTOR, **FILIPINO COMMUNITY OF SEATTLE**, a Washington non-profit corporation, for and in consideration of fulfillment of good and valuable consideration, receipt of which is hereby acknowledged, hereby convey(s) and warrant(s) 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 real property in Seattle, King County, State of Washington:

See Exhibits A and B attached hereto and made a part of this agreement.

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 be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.


**EXCISE TAX NOT REQUIRED**  
King Co. Records Division  
By *Helen Huang* Deputy


Page 1 of 15 pages


Parcel Numbers: 342660-0080, 342660-0090, 342660-0100, 342660-0106, 342660-0115, 342660-0120 and 342660-0125. Project R/W Number T2020-24

DATED THIS 18<sup>th</sup> day of August, 2020

**FILIPINO COMMUNITY OF SEATTLE**  
A Washington non-profit corporation

By:   
Name: Edwin Obras  
Its: President

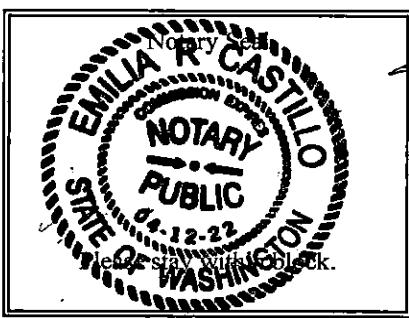
By:   
Name: Agnes Navarro  
Its: Executive Director

By:   
Name: Della Vita  
Its: Treasurer

STATE OF WASHINGTON )  
 )  
County of King )

On this 18<sup>th</sup> day of August, 2020, I certify that I know or have satisfactory evidence that Edwin Obros signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as President of FILIPINO COMMUNITY OF SEATTLE, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



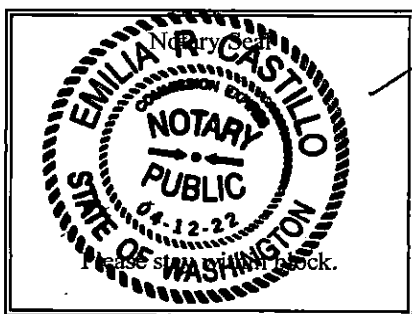
*[Signature]*  
Notary (print name) EMILIA R. CASTILLO  
Notary Public in and for the State of Washington,  
residing at Seattle  
My Appointment expires 4/12/22



STATE OF WASHINGTON            )  
                                              : §  
County of King                    )

On this 18<sup>th</sup> day of August, 2020, I certify that I know or have satisfactory evidence that Agnes Navarro signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Executive Director of FILIPINO COMMUNITY OF SEATTLE, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

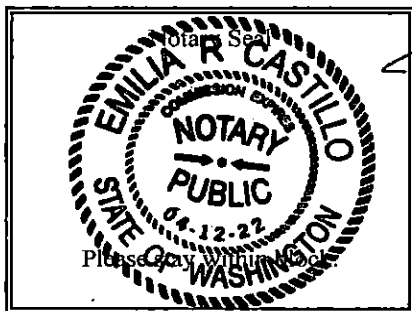


*[Signature]*  
Notary (print name) EMILIA R. CASTILLO  
Notary Public in and for the State of Washington,  
residing at Seattle  
My Appointment expires 4/12/22

STATE OF WASHINGTON            )  
                                              ): §  
County of King                    )

On this 18<sup>th</sup> day of August, 2020, I certify that I know or have satisfactory evidence that Delia Vita signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Treasurer of FILIPINO COMMUNITY OF SEATTLE, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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




  
Notary (print name) EMILIA R. CASTILLO  
Notary Public in and for the State of Washington,  
residing at Seattle  
My Appointment expires 4/12/22

Exhibit A

**Legal Description – 4' SIDEWALK EASEMENT**

THE EAST 9.00-FEET OF LOTS 16 THROUGH 25, HOLFRETER'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 37, IN KING COUNTY WASHINGTON;

EXCEPT THAT EAST 5.00-FEET THEREOF DEDICATED FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20191018000618;

AND EXCEPT THE NORTH 2.00-FEET THEREOF DEDICATED FOR ALLEY PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20191018000630;

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

Contains 992± Square Feet (0.0228± Acres)

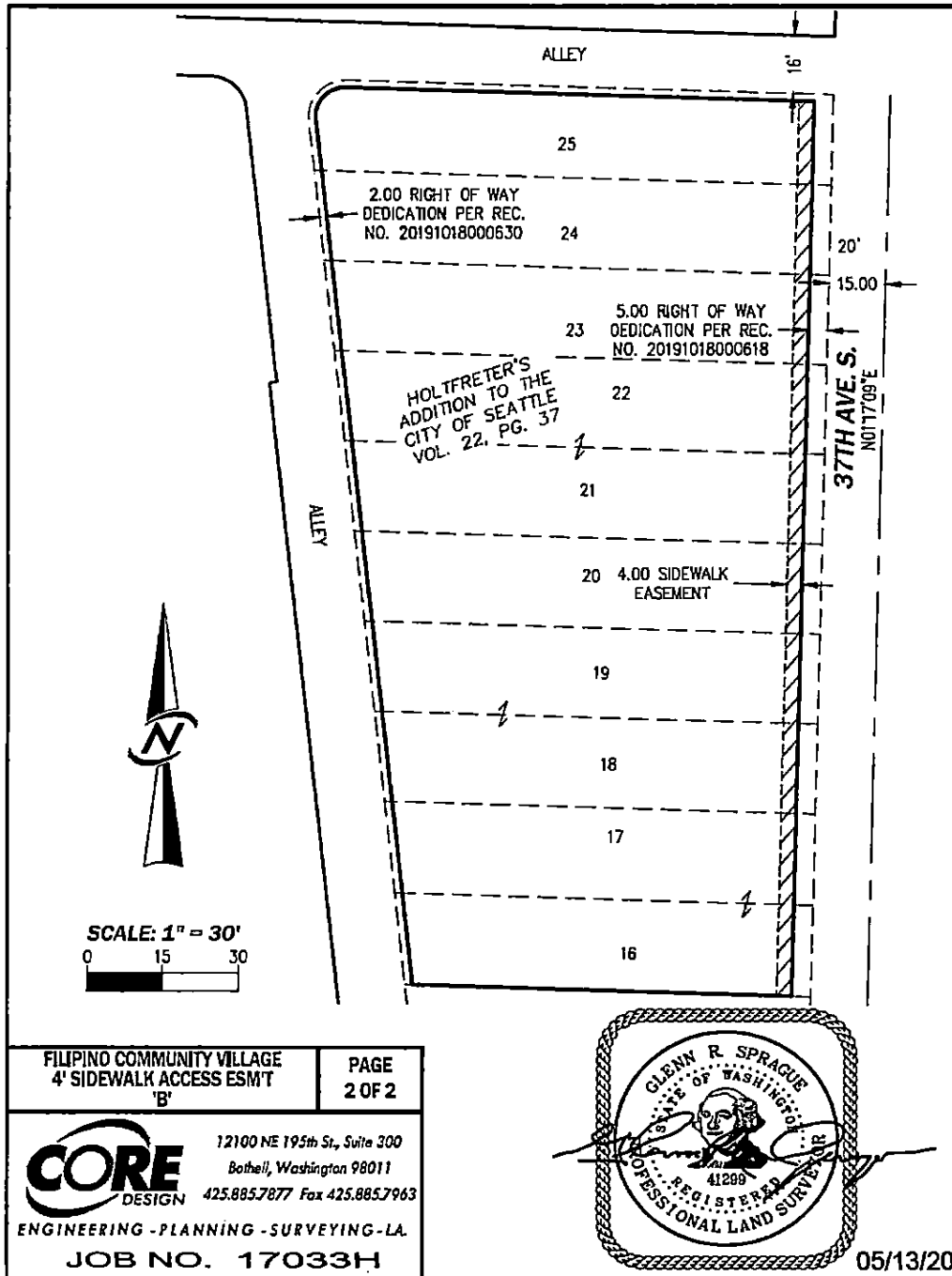


05/13/20

Page 6 of 15 pages

Parcel Numbers: 342660-0080, 342660-0090, 342660-0100, 342660-0106, 342660-0115, 342660-0120  
and 342660-0125. Project R/W Number T2020-24

Exhibit B



|                                                                                             |  |                |
|---------------------------------------------------------------------------------------------|--|----------------|
| FILIPINO COMMUNITY VILLAGE<br>4' SIDEWALK ACCESS ESM'T<br>'B'                               |  | PAGE<br>2 OF 2 |
| 12100 NE 195th St., Suite 300<br>Bothell, Washington 98011<br>425.885.7877 Fax 425.885.7963 |  |                |
| ENGINEERING - PLANNING - SURVEYING - LA.<br>JOB NO. 17033H                                  |  |                |

GLENN R. SPRAGUE  
 STATE OF WASHINGTON  
 PROFESSIONAL LAND SURVEYOR  
 41289  
 05/13/20

Page 7 of 15 pages

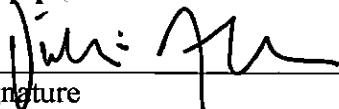
Parcel Numbers: 342660-0080, 342660-0090, 342660-0100, 342660-0106, 342660-0115, 342660-0120  
 and 342660-0125. Project R/W Number T2020-24

### Subordination Agreement

The undersigned Umpqua Bank, as grantee/beneficiary and holder of **Deed of Trust** under King County Recording Number 20191125001145, State of Washington, on the same property described in favor of Filipino Community of Seattle, a Washington non-profit corporation and Filipino Community Village LLLP, a Washington limited liability limited partnership, do 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 or charge of the Deed of Trust will be and it is hereby subordinated to this grant of easement.

DATED THIS 24<sup>th</sup> DAY OF August, 2020.

Beneficiary:  
**Umpqua Bank**

  
Signature

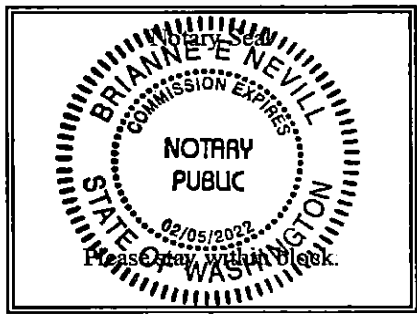
Victoria Quinn  
Name (print or type)

Vice President  
Title (print or type)

STATE OF WASHINGTON )  
 )  
 ) : §  
 )  
County of King )

On this 24<sup>th</sup> day of August, 2020, I certify that I know or have satisfactory evidence that Victoria Quinn signed this instrument, on oath stated that (he/she/they) (~~was~~/were) authorized to execute the instrument and acknowledged it as Vice President of Umpqua Bank, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



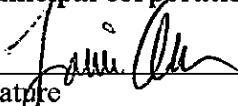
Brianne Nevill  
Notary (print name) Brianne Nevill  
Notary Public in and for the State of Washington,  
residing at Snohomish County  
My Appointment expires 2 / 5 / 2022

**Subordination Agreement**

The undersigned The City of Seattle, a municipal corporation of the State of Washington, as grantee/beneficiary and holder of Deed of Trust under King County Recording Number 20191125001146, State of Washington, on the same property described in favor of Filipino Community Village LLLP, a Washington limited liability limited partnership, HumanGood Affordable Housing, a California non-profit public benefit corporation, and Filipino Community of Seattle, a Washington non-profit corporation and do 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 or charge of the Deed of Trust will be and it is hereby subordinated to this grant of easement.

DATED THIS 18 DAY OF August, 2020.

Beneficiary:  
**The City of Seattle**  
a municipal corporation of the State of Washington

  
Signature

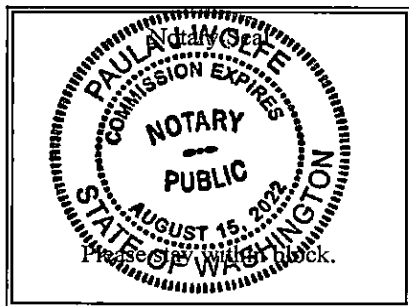
Laurie Olson  
Name (print or type)

Capital Investments Manager  
Title (print or type)

STATE OF WASHINGTON )  
 )  
 ) : §  
County of King )

On this 13<sup>th</sup> day of August, 2020, I certify that I know or have satisfactory evidence that Laurie Olson signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as Capital Investment Mgr of The City of Seattle, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



Paula J Wolfe  
Notary (print name) Paula J Wolfe  
Notary Public in and for the State of Washington,  
residing at King City  
My Appointment expires 8/15/2022



**Subordination Agreement**

The undersigned King County, Washington, as grantee/beneficiary and holder of Deed of Trust under King County Recording Number 20191125001162, State of Washington, on the same property described in favor of Filipino Community Village LLLP, a Washington limited liability limited partnership and HumanGood Affordable Housing, a California non-profit public benefit corporation do 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 or charge of the Deed of Trust will be and it is hereby subordinated to this grant of easement.

DATED THIS 25<sup>th</sup> DAY OF August, 2020.

Beneficiary:  
King County, Washington

Nia M  
Signature

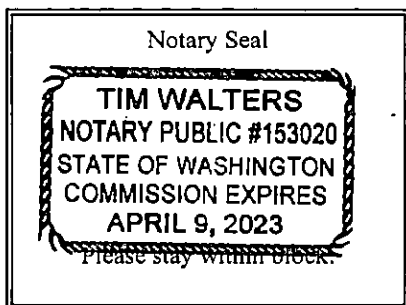
→ Housing Finance Program Manager  
Name (print or type)

→ Tira Floner  
Title (print or type)

STATE OF WASHINGTON            )  
                                              ): §  
County of King                    )

On this 25 day of August, 2020, I certify that I know or have satisfactory evidence that Tina Irvan signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as Housing Finance Program m.c.l. of King County, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



[Signature]  
Notary (print name) Tim Walters  
Notary Public in and for the State of Washington,  
residing at Seattle  
My Appointment expires April 9, 2023

**Subordination Agreement**

The undersigned The Washington State Department of Commerce, as grantee/beneficiary and holder of **Deed of Trust** under King County Recording Number 20191125001164, State of Washington, on the same property described in favor of Filipino Community Village LLLP, a Washington limited liability limited partnership, and do 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 or charge of the Deed of Trust will be and it is hereby subordinated to this grant of easement.

DATED THIS 18<sup>th</sup> DAY OF August, 2020.

Beneficiary:  
The Washington State Department of Commerce

[Handwritten Signature]  
Signature

Diane Klontz  
Name (print or type)

Assistant Director  
Title (print or type)

STATE OF WASHINGTON )  
 )  
County of ~~King~~ Thurston )  
 DE

On this 18 day of August, 2020, I certify that I know or have satisfactory evidence that Diane Klontz signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as Asst Director CS4D of **The Washington State Department of Commerce**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



Darcy Eggeman

Notary (print name) Darcy Eggeman  
Notary Public in and for the State of Washington,  
residing at Olympia, WA  
My Appointment expires 7-17-2022

Record Date: 1/5/2021 4:05 PM

King County, WA EXCISE TAX NOT REQUIRED BY HELEN HUANG

Upon Recording,  
Please Return To:

Seattle Department of Transportation  
700 5<sup>th</sup> Ave., Ste. 3800  
P.O. Box 34996  
Seattle, WA 98124-4996  
Attn: Loretta Gilbane



**20210105002358**

EASEMENT Rec: \$107.50  
1/5/2021 4:05 PM  
KING COUNTY, WA

**EASEMENT FOR SIDEWALK PURPOSES**

|                                                 |                                                                                                                                                            |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Reference #s of Documents Released or Assigned: | none                                                                                                                                                       |
| Grantor: .....                                  | <b>760 ALOHA, LLC</b> a Washington limited liability company                                                                                               |
| Grantee: .....                                  | The City of Seattle, a Municipal Corporation of the State of Washington                                                                                    |
| Legal Description (abbreviated):                | ptn of Parcel B of City of Seattle Lot Boundary Adjustment No. 2103502, as recorded under Recording Number 20011015900001, records of King County Auditor. |
| Assessor's Tax Parcel ID#: .....                | ptn of 224950 0115                                                                                                                                         |

T2020-27

GRANTOR, **760 ALOHA, LLC**, a Washington limited partnership for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, convey(s) and warrant(s) 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:

*PLEASE SEE EXHIBIT A & B, ATTACHED*

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.

**EXCISE TAX NOT REQUIRED**  
King Co. Records Division  
By Deputy

DATED THIS 9<sup>th</sup> DAY OF September, 2020.

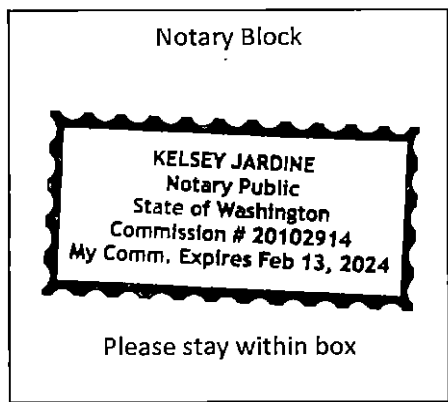
**760 ALOHA, LLC**  
a Washington limited liability company

By: *Peter A. Nitze*  
Name: Peter A. Nitze  
Its: Manager

STATE OF Washington)  
COUNTY OF King) ss.

On this 9<sup>th</sup> day of September, 2020, I certify that I know or have satisfactory evidence that **Peter A. Nitze** appeared before me and acknowledged that he signed this instrument, and on oath stated that he was authorized to execute this instrument as **Manager of 760 Aloha, LLC**, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

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



*Kelsey Jardine*  
NAME(Print) Kelsey Jardine  
NOTARY PUBLIC in and for the State of Washington  
residing at 2029 NW 61<sup>st</sup> St, Seattle, WA 98107  
My appointment expires 02/13/2024

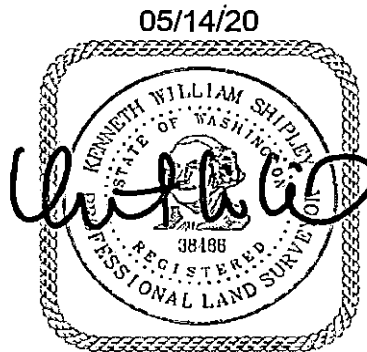
Exhibit A

**LEGAL DESCRIPTION – CURB RAMP LANDING EASEMENT**

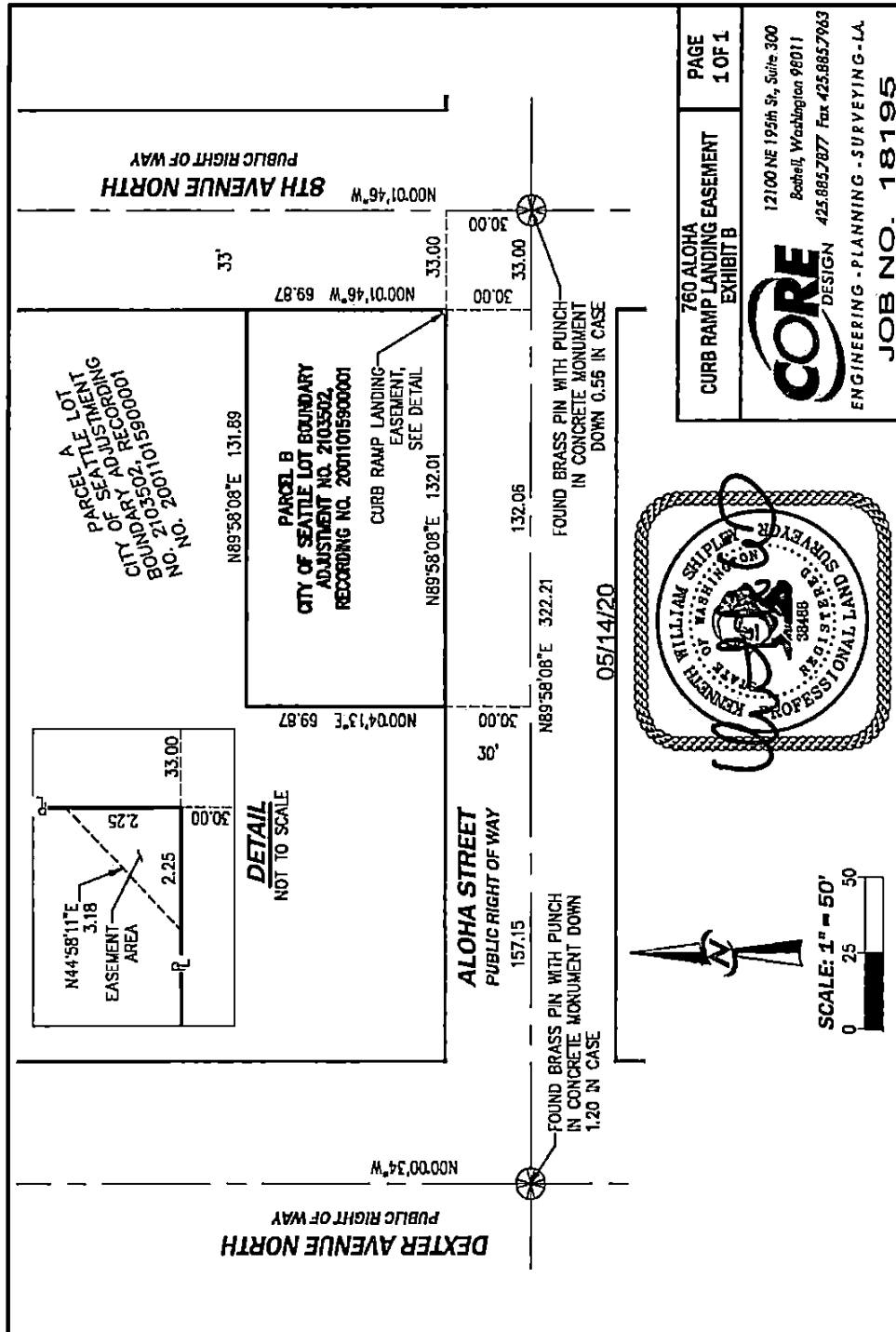
That portion of Parcel B of City of Seattle Lot Boundary Adjustment No. 2103502, as recorded under Recording no. 20011015900001, Records of King County, Washington, lying southeasterly of the following described line:

COMMENCING at the southeast corner of said Parcel B and the intersection of the westerly right-of-way margin of 8<sup>th</sup> Avenue North with the northerly margin of Aloha Street; thence S89°58'08"W, along said northerly margin, 2.25 feet to the POINT OF BEGINNING of said line; thence N44°58'11"E 3.18 feet to said westerly margin and the terminus of the herein described line.

Contains 2.5± Square Feet (0.00006± Acres)



**Exhibit B**





Subordination Agreement

The undersigned **Washington Trust Bank**, as owner and holder of Deed of Trust under King County Recording Number 20190228000744, State of Washington, as amended by agreement under King County Recording Number 20200127001337, State of Washington, on the same property described in favor of 760 Aloha, LLC, a Washington limited liability company, do 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 or charge of the Deed of Trust will be and it is hereby subordinated to this grant of easement.

DATED THIS 24<sup>th</sup> DAY OF November, 2020.

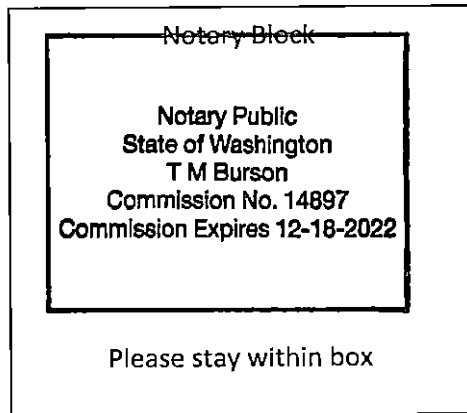
WASHINGTON TRUST BANK

BY: [Signature]  
Signature  
James W. McCurdy  
Print name  
ITS: Authorized Officer

STATE OF WA )  
COUNTY OF King ) ss.

On this 24<sup>th</sup> day of November, 2020, I certify that I know or have satisfactory evidence that James McCurdy appeared before me and acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument as Authorized Officer of **Washington Trust Bank**, a Washington Bank Corporation, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

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



[Signature]  
NAME(Print) T M BURSON  
NOTARY PUBLIC in and for the State of WA  
residing at Pierce County  
My appointment expires 5/18/2022

Recording Requested By And  
When Recorded Mail To:

Seattle Department of Transportation -  
SMT 3900, PO Box 34996  
Seattle, WA 98124-4996  
Attn: Loretta A. Gilbane

**CTI-W2020355**

**EASEMENT FOR ALLEY TURN-AROUND**

|                                                 |                                                                               |
|-------------------------------------------------|-------------------------------------------------------------------------------|
| Reference #s of Documents Released or Assigned: | none                                                                          |
| Grantor: .....                                  | 5250 Rainier, LP, a Washington limited partnership                            |
| Grantee: .....                                  | The City of Seattle, a Municipal corporation of the State of Washington       |
| Legal Description (abbreviated): ...            | por of Lots 01 and 02, Central Addition to Columbia Vol. 14 of Plats, page 14 |
| Assessor's Tax Parcel ID#: .....                | portion of 148040-0006                                                        |

RW 2020-31

GRANTOR, **5250 RAINIER, LP**, a Washington limited partnership, for and in consideration of fulfillment of conditions required for permit issuance, hereby convey(s) and warrant(s) 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:

PLEASE SEE EXHIBITS A & B, ATTACHED.


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 13<sup>th</sup> DAY OF July, 2020.

**5250 RAINIER, LP**, a Washington limited partnership

BY: **PSW Seattle, LLC**  
Its: General Partner

BY:   
Ben T. Rutkowski, Manager of PSW Seattle LLC

And

BY: **PSW Homes, LLC**, Manager of PSW Seattle LLC

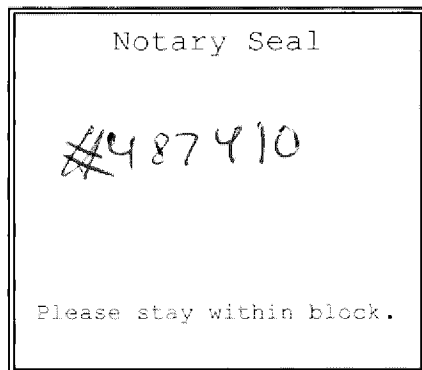
BY: [Signature]  
J. Ryan Diepenbrock, Managing Member

BY: [Signature]  
Anthony V. Siela, Managing Member

STATE OF WA )  
County of King ) §

On this 13<sup>th</sup> day of July, 2020, I certify that I know or have satisfactory evidence that **BEN T. RUTKOWSKI**, signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as *Manager* of **PSW Seattle, LLC**, *General Partner* of **5250 RAINIER, LP**, a Washington limited partnership, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

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

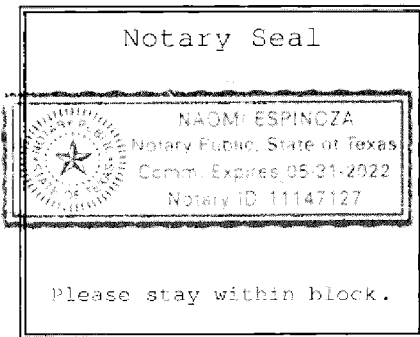


[Signature]  
Notary (print name) Patrick Ceb  
Notary Public in and for the State of Washington,  
residing at 8717 41st Ave SW  
My Appointment expires 8/18/2020

STATE OF Texas )  
County of Travis ) §

On this 14th day of August, 2020, I certify that I know or have satisfactory evidence that **J. RYAN DIEPENBROCK**, signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as *Manager Member of PSW Homes, LLC, Manager of PSW Seattle, LLC, General Partner of 5250 RAINIER, LP*, a Washington limited partnership, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

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

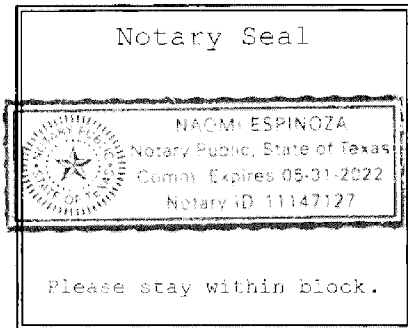


*Naomi Espinoza*  
Notary (print name) NAOMI ESPINOZA  
Notary Public in and for the State of Texas  
residing at 10512 STE 110, AUSTIN, TX  
My Appointment expires 5/31/2022

STATE OF Texas )  
County of Texas ) §

On this 14th day of August, 2020, I certify that I know or have satisfactory evidence that **ANTHONY V. SIELA**, signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as *Manager Member* of **PSW Homes, LLC**, *Manager* of **PSW Seattle, LLC**, *General Partner* of **5250 RAINIER, LP**, a Washington limited partnership, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

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



*Nacmi Espinoza*  
Notary (print name) NACMI ESPINOZA  
Notary Public in and for the State of Texas  
residing at 1005 12th St, LLC Austin, TX 78704  
My Appointment expires 5/31/2022

**EXHIBIT A**

**LEGAL DESCRIPTION – VEHICULAR ACCESS EASEMENT**

THAT PORTION OF LOTS 01 AND 02, CENTRAL ADDITION TO COLUMBIA, ACCORDING TO THE PLAT THEREOF, IN VOLUME 14 OF PLATS, PAGE 14, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF LOT 01 OF SAID PLAT AND THE COMMON SOUTH EAST CORNER OF TRACT 05, MORNINGSIDE ACRE TRACTS, RECORDED IN VOLUME 09 OF PLATS PAGE 64 RECORDED UNDER RECORDING NUMBER: 5649600035, KING COUNTY, WASHINGTON. AND THE EASTERLY MARGIN OF 42<sup>ND</sup> AVENUE SOUTH;

THENCE N88°43'18"W, ALONG THE COMMON LINE OF THE NORTH LINE OF SAID LOT 01 AND THE SOUTH LINE OF SAID TRACT 05, A DISTANCE OF 153.49 FEET TO THE POINT OF BEGINNING;

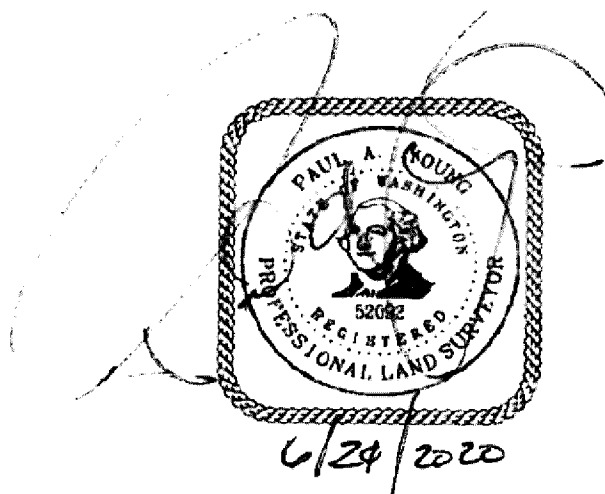
THENCE CONTINUING ALONG THE SAID COMMON LINE N88°43'18"W 49.09 FEET TO THE EASTERLY MARGIN OF THE PUBLIC ALLEY, RECORDED UNDER RECORDING NUMBER 20200227000897;

THENCE S36°17'44"E, ALONG SAID EASTERLY MARGIN OF SAID PUBLIC ALLEY, A DISTANCE OF 54.50 FEET TO A POINT OF CUSP AND THE BEGINNING OF A 20.00-FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS N53°42'16"E;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 127°34'27", A DISTANCE OF 44.53 FEET, THENCE N01°16'42"E A DISTANCE OF 11.00 FEET TO THE COMMON LINE OF SAID NORTH LINE OF LOT 01 AND SAID SOUTH LINE OF TRACT 05 AND SAID POINT OF BEGINNING.

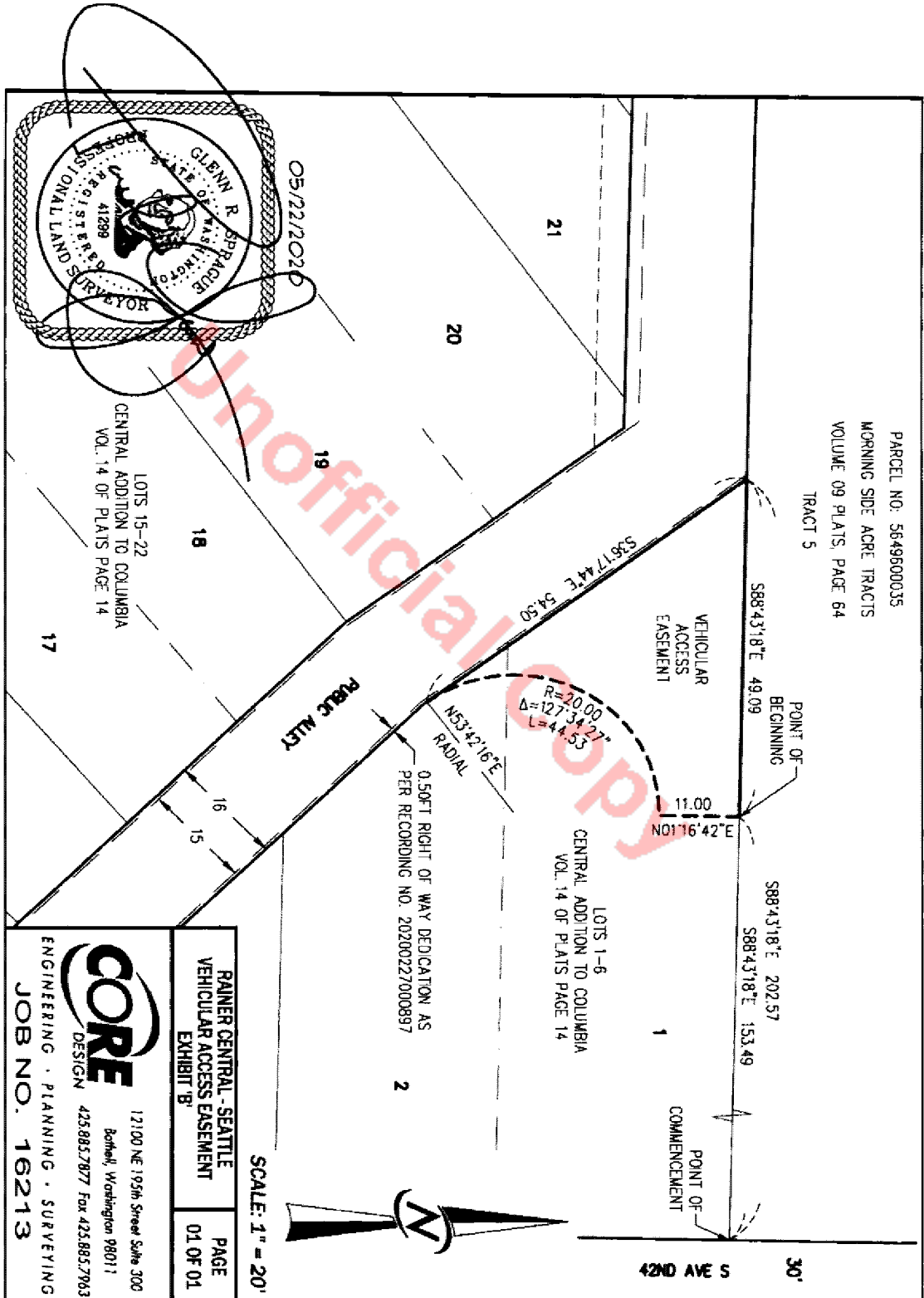
SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINS: ± 861 SF (± 0.02 ACRES)



Tax Parcel no. 148040-0006

6 OF 7



Unofficial Copy

**CORE**  
 DESIGN  
 ENGINEERING · PLANNING · SURVEYING

12100 NE 195th Street Suite 300  
 Bothell, Washington 98011  
 425.885.7877 Fax 425.885.7863

|                                  |                 |
|----------------------------------|-----------------|
| <b>RAINIER CENTRAL - SEATTLE</b> | <b>PAGE</b>     |
| <b>VEHICULAR ACCESS EASEMENT</b> | <b>01 OF 01</b> |
| <b>EXHIBIT 'B'</b>               |                 |

**JOB NO. 16213**

Subordination Agreement

The undersigned **Sound Community Bank**, as owner and holder of deed of trust under King County Recording Number 20200204000629, State of Washington, on the same property described in favor of 5250 Rainier, LP, do 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 or 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 October, 2020.

BY: **Sound Community Bank**

BY: [Signature]  
Name (PRINT OR TYPE) Daniel Petzoldt  
Title (PRINT OR TYPE) AVP

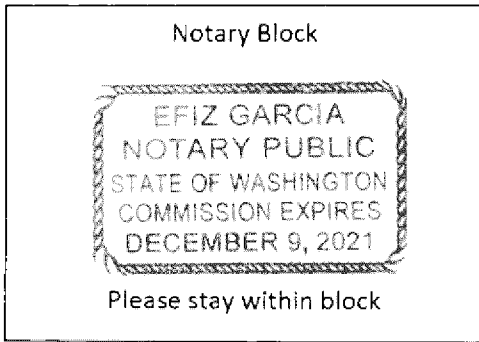
BY: \_\_\_\_\_  
Name (PRINT OR TYPE) \_\_\_\_\_  
Title (PRINT OR TYPE) \_\_\_\_\_

STATE OF WA )  
 ) ss.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that Daniel Petzoldt and Avp signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as correct and AVP, respectively, of Sound Community Bank, a \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/27/2020

[Signature]  
NAME (Print) EFIZ GARCIA  
NOTARY PUBLIC in and for the State of WA  
residing at King County  
My appointment expires 12/09/2021







**20200831000475**

EASEMENT Rec: \$109.50  
8/31/2020 9:12 AM  
KING COUNTY, WA

Recording Requested By And  
When Recorded Mail To:

City of Seattle Department of Transportation  
700 Fifth Avenue, Suite 3800  
P. O. Box 34996  
Seattle, WA 98124-4996  
Attn: Loretta Gilbane

**EXCISE TAX NOT REQUIRED**  
**King County Records Division**

By  Deputy

Document Type: Easement for Public Sidewalk  
Grantor(s): GREEN WAY HOMES LLC, a Washington limited liability company.  
Grantee: City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abbreviated): Ptn of the NE ¼ of the SW ¼ of Section 12, Township 25 N, Range 3 East W.M., in King County, WA.  
Assessor's Tax Parcel Number: Ptn of 122503-9009.

**EASEMENT FOR PUBLIC SIDEWALK**

GRANTOR, **GREEN WAY HOMES LLC**, a Washington limited liability company, for and in consideration of fulfillment of good and valuable consideration, receipt of which is hereby acknowledged, hereby convey(s) and warrant(s) 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 real property in Seattle, King County, State of Washington:

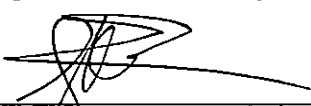
See Exhibits A and B attached hereto and made a part of this agreement.

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 be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

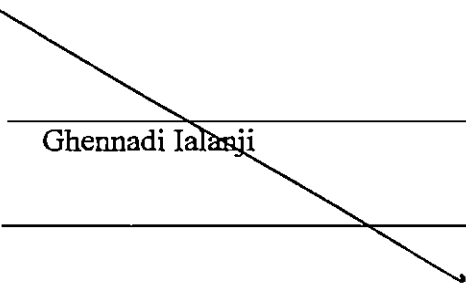
DATED THIS 21 day of August, 2020

**GREEN WAY HOMES LLC**  
A Washington limited liability company

By:   
\_\_\_\_\_  
Vasili Ialanji

Its: manager \_\_\_\_\_

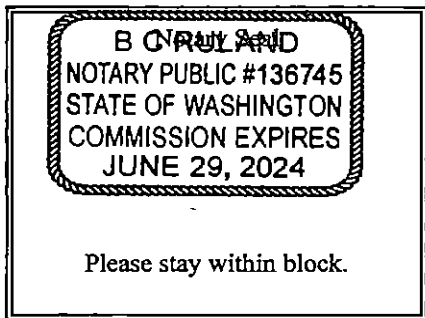
And  
By: \_\_\_\_\_  
Ghennadi Ialanji  
Its: \_\_\_\_\_



STATE OF WASHINGTON )  
 )  
 ) : §  
 )  
County of King )

On this 21<sup>st</sup> day of AUGUST, 2020, I certify that I know or have satisfactory evidence that Vasili Ialanji signed this instrument, on oath stated that he/she/they was authorized to execute the instrument and acknowledged it as MANAGER of GREEN WAY HOMES 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.

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



B. Beruland  
Notary (print name) BERULAND  
Notary Public in and for the State of Washington,  
residing at SNYCOMISTH  
My Appointment expires 6/29/24

Exhibit A

(SIDEWALK EASEMENT)

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12,  
TOWNSHIP 25 NORTH, RANGE 3 EAST W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

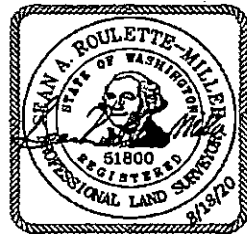
BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF NORTHWEST 54TH STREET AND THE WEST  
LINE OF THE EAST HALF OF TRACT 41 1/2 FARMDALE HOMESTEADS, ACCORDING TO THE PLAT  
RECORDED IN VOLUME 1 OF PLATS, PAGE 211, IN KING COUNTY, WASHINGTON;

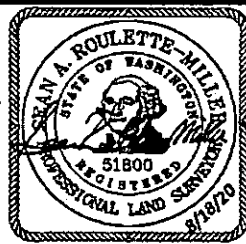
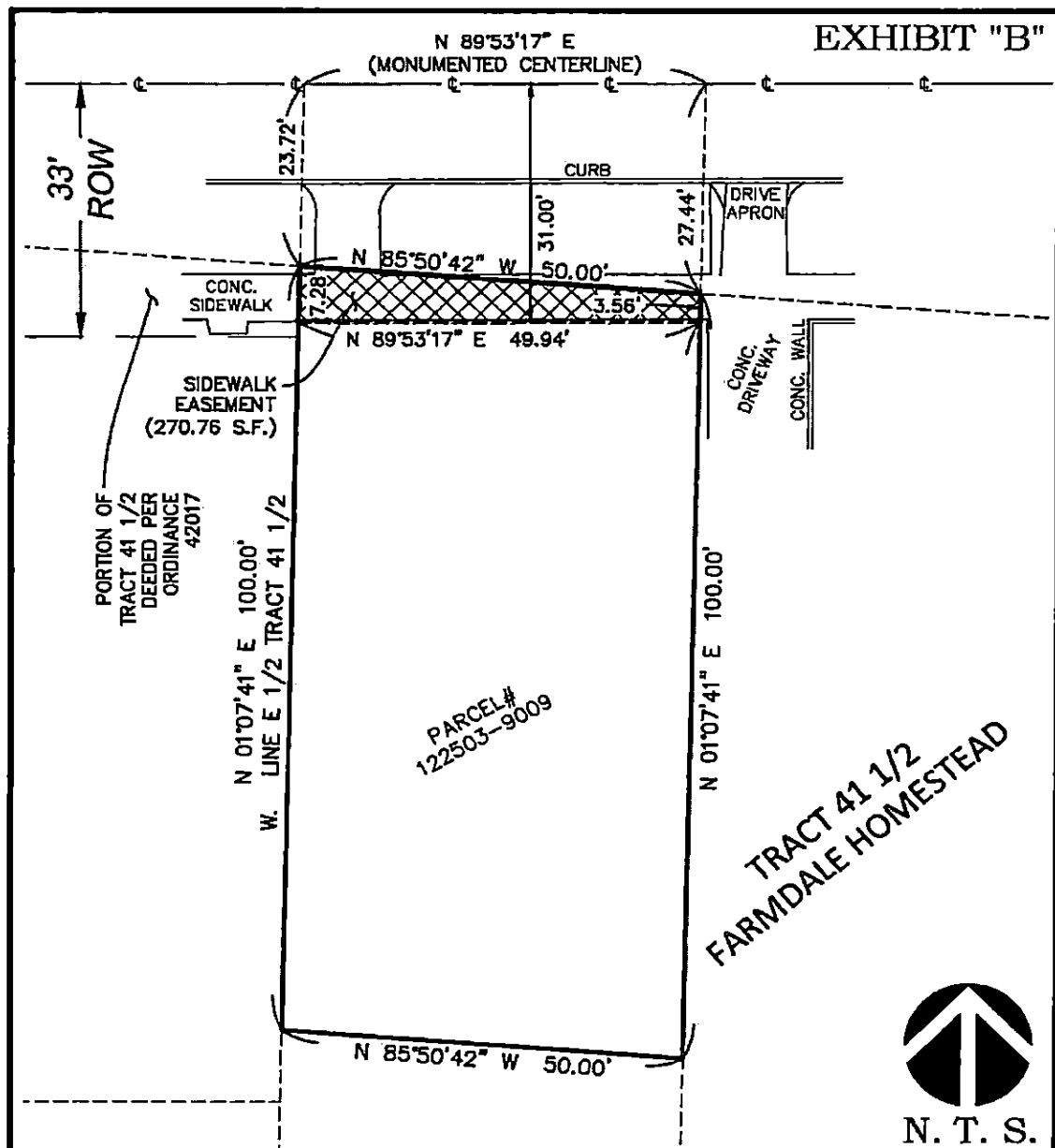
THENCE SOUTH 85°50'42" EAST 50.00 FEET, ALONG SAID SOUTH LINE OF NORTHWEST 54TH STREET;

THENCE SOUTH 01°07'41" WEST 3.56 FEET, PARALLEL TO SAID WEST LINE TO A POINT ON A LINE 31.00  
FEET SOUTH OF AND PARALLEL TO THE MONUMENTED CENTERLINE OF NORTHWEST 54TH STREET;

THENCE SOUTH 89°53'17" WEST 49.94 FEET, TO SAID WEST LINE;

THENCE NORTH 01°07'41" EAST 7.28 FEET, TO THE POINT OF BEGINNING.





**SIDEWALK EASEMENT**  
 823 NW 54TH ST  
 SEATTLE, WA 98107  
 PARCEL NO: 1225039009  
 JOB NO. 190610  
 DATE: 08/13/20

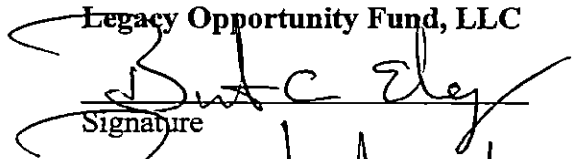
**Terrane**  
 10801 Main Street, Suite 102, Bellevue, WA 98004  
 phone 425.458.4488 support@terrane.net  
 www.terrane.net

**Subordination Agreement**

The undersigned **Legacy Opportunity Fund, LLC**, as grantee/beneficiary and holder of **Deed of Trust** under King County Recording Number 20200615002071, State of Washington, on the same property described in favor of **Green Way Homes LLC**, a Washington limited liability company, do 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 or charge of the Deed of Trust will be and it is hereby subordinated to this grant of easement.

DATED THIS 19<sup>th</sup> DAY OF August, 2020.

Beneficiary:  
**Legacy Opportunity Fund, LLC**

  
Signature

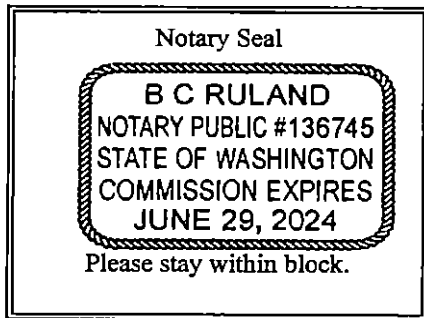
Brent A. Eley  
Name (print or type)

Mgr.  
Title (print or type)

STATE OF WASHINGTON )  
 )  
 ) : §  
 )  
County of King )

On this 19<sup>TH</sup> day of August, 2020, I certify that I know or have satisfactory evidence that BRENT ELEY signed this instrument, on oath stated that (he/she/they) (~~was~~/were) authorized to execute the instrument and acknowledged it as MANAGER of **Legacy Opportunity Fund, LLC**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



B C Ruland  
Notary (print name) B C Ruland  
Notary Public in and for the State of Washington,  
residing at Snohomish  
My Appointment expires 6/29/24

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: .....Nesbit 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 Lots 7 through 10, Blk 30, Boulevard Place Add., Vol. 5, pp 2  
Assessor's Tax Parcel ID#: .....Portion of 099300-1715

RW T2021-02

GRANTOR, **NESBIT 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:

1ST AM  
NCS 969234 (a)

SEE EXHIBIT A AND EXHIBIT 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 24<sup>th</sup> DAY OF MAY, 2021.

**NESBIT DEVELOPMENT LLLP,**  
a Washington limited liability limited partnership,

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

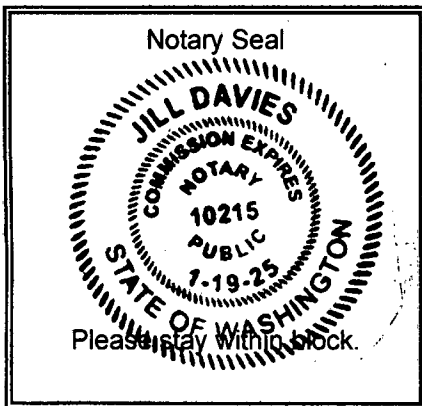
By: Low Income Housing Institute (LIHI),  
a Washington nonprofit corporation  
Its: Sole Member and Manager

By: *Robin Amador*  
Robin Amador, Housing Development Director

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **Robin Amadon** 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 Housing Development Director of **Low Income Housing Institute (LIHI)**, a Washington nonprofit corporation, the Sole Member and Manager of **LIHI Nesbit, LLC**, a Washington limited liability company, the General Partner of **Nesbit 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 24<sup>th</sup> DAY OF May, 2021.



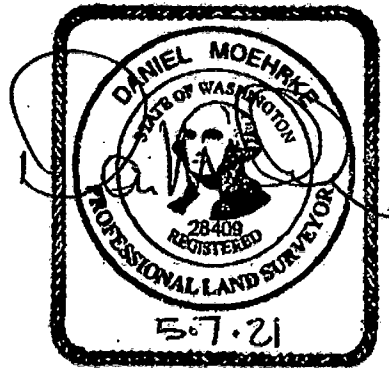
*Jill Davies*

Notary (print name) JILL DAVIES  
Notary Public in and for the State of Washington,  
residing at Seattle  
My Appointment expires 1-19-2025

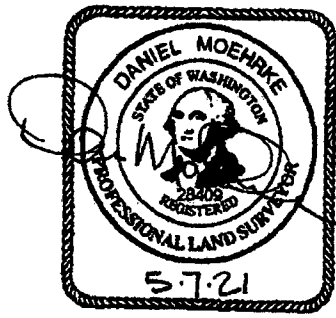
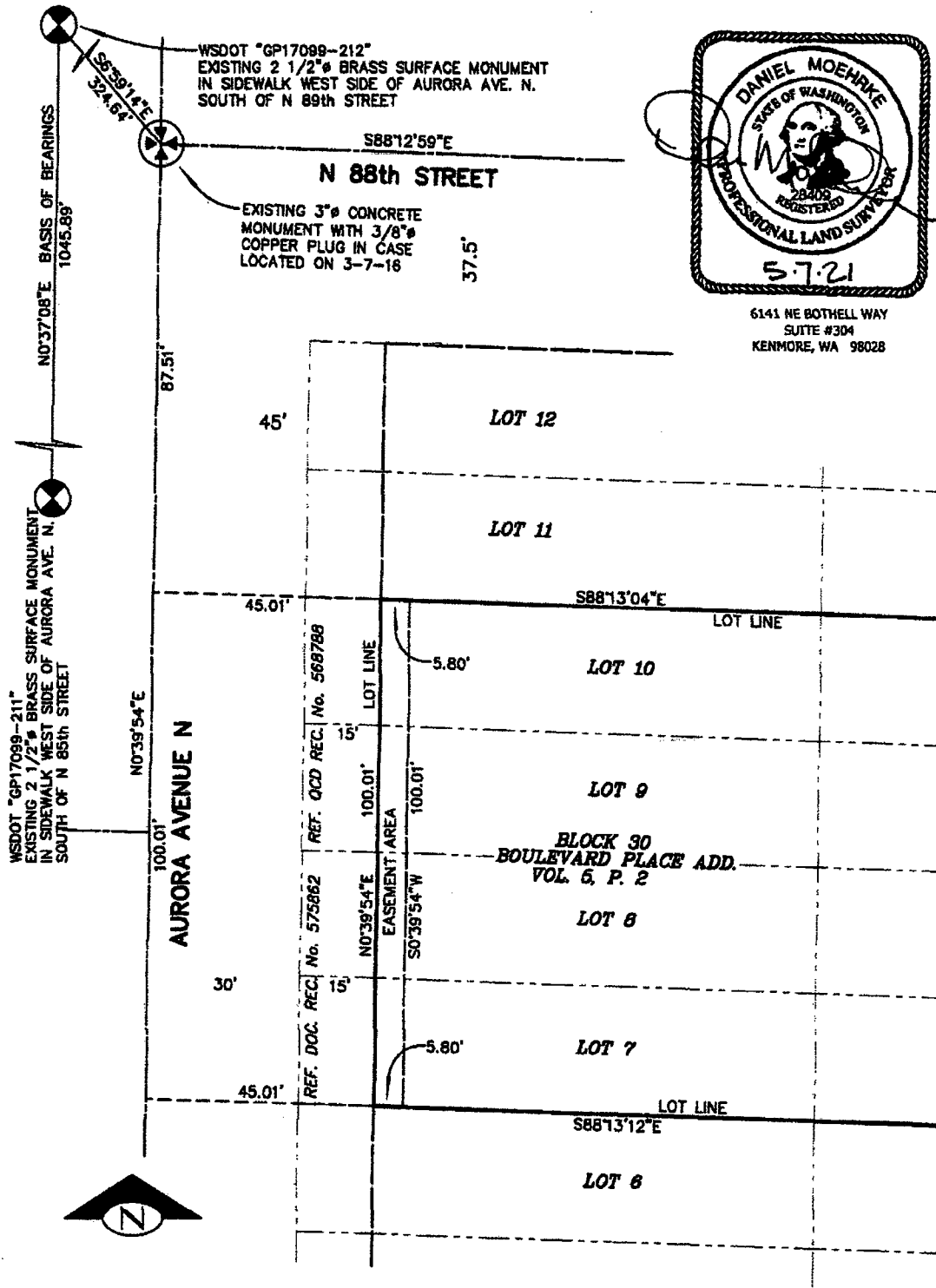
**EXHIBIT A**

**DESCRIPTION OF SIDEWALK EASEMENT AREA**

THE EAST 5.8 FEET IN WIDTH OF THE WEST 20.8 FEET IN WIDTH OF LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 30, BOULEVARD PLACE ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, AT PAGE 2, IN KING COUNTY, WASHINGTON.



**EXHIBIT B**



6141 NE BOTHELL WAY  
 SUITE #304  
 KENMORE, WA 98028


**SUBORDINATION AGREEMENT**

The undersigned, **Washington State Housing Finance Commission**, a public body corporate and politic, as owner and holder of the Deed of Trust, under King County Recording Number 20160331000343 (Deed of Trust), State of Washington, being on the same property described in favor of **Nesbit Development 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 it is hereby subordinated to this grant of easement.

DATED THIS 18<sup>th</sup> DAY OF May, 2021.

**Washington State Housing Finance Commission**,  
a public body corporate and politic

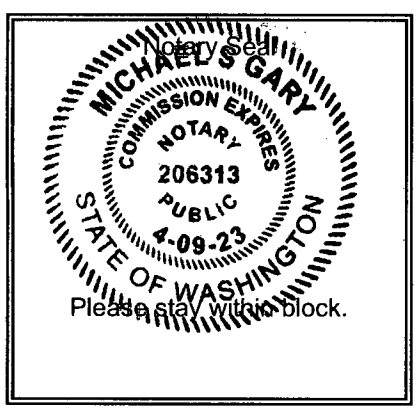
By:

  
STEVE WALKER, Executive Director

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that Steve Walker  
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 the **Washington State  
Housing Finance Commission**, a public body corporate and politic, and  
acknowledged it to be the free and voluntary act of such party for the use and  
purpose mentioned in this instrument.

DATED: May 18<sup>th</sup>, 2021.



Michael S. Gary  
Notary (print name) Michael S. Gary  
Notary Public in and for the State of Washington,  
residing at Pierce County  
My Appointment expires April 9, 2023

**SUBORDINATION AGREEMENT**

The undersigned, **Low Income Housing Institute (LIHI)**, a Washington nonprofit corporation as owner and holder of the Deed of Trust, under King County Recording Number 20160331000344 (Deed of Trust), State of Washington, being on the same property described in favor of **Nesbit Development 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 it is hereby subordinated to this grant of easement.

DATED THIS 24<sup>th</sup> DAY OF MAY, 2021.

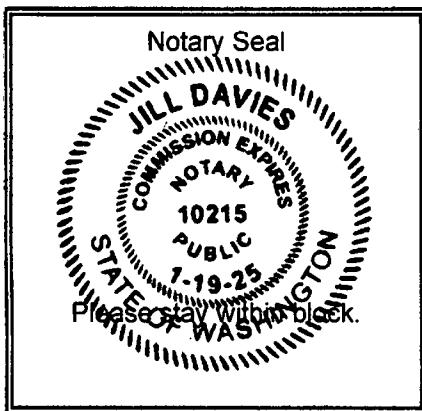
**Low Income Housing Institute (LIHI)**,  
a Washington nonprofit corporation

By:   
Robin Amadon,  
Housing Development Director

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Robin Amadon 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 Housing Development Director of **Low Income Housing Authority (LIHA)**, 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: 24<sup>th</sup> May, 2021.



Jill Davies  
Notary (print name) JILL DAVIES  
Notary Public in and for the State of Washington  
residing at Seattle  
My Appointment expires 1-19-2025



Record Date:6/23/2021 12:16 PM

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



**20210623001021**

EASEMENT Rec: \$109.50  
6/23/2021 12:18 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: ..... Seattle Built Homes, Inc., a Washington corporation  
Grantee: ..... The City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abbreviated): ..... Portion of Parcel Z, LBA No. 3035659-LU, recorded under KC  
Recording No. 20210111900005 (formerly known as Parcel A, LBA  
No. 3032687-LU, recorded under KC Recording No. 20190710900006,  
and Tracts 7 & 8, Rainier Beach Acre Tracts, Vol. 11 pp 56)  
Assessor's Tax Parcel ID#: ..... Portion of 806600-0174

RWT2021-10

GRANTOR, **SEATTLE BUILT HOMES, INC.**, a Washington 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 EXHIBIT A AND EXHIBIT 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 June, 2021.

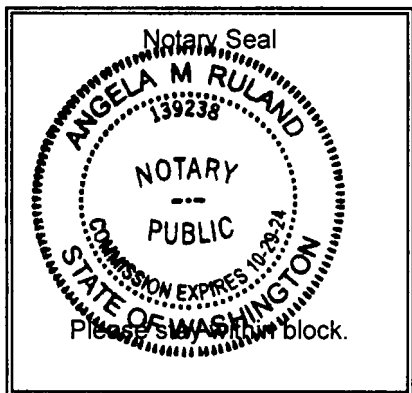
**SEATTLE BUILT HOMES, INC.**,  
a Washington corporation,

By:   
Vitaly Shemchuk, Member

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **Vitaly Shemchuk** 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 **Seattle Built Homes, Inc.**, a Washington 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 2nd DAY OF June, 2021.



Notary (print name) Angela M. Ruland  
Notary Public in and for the State of Washington,  
residing at Fall city  
My Appointment expires 10-29-24

**EXHIBIT A**

(SIDEWALK EASEMENT)

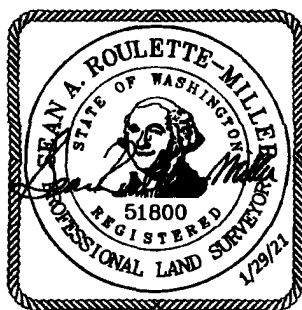
THAT PORTION OF UNIT LOT Z OF CITY OF SEATTLE UNIT LOT SUBDIVISION NUMBER 3035659-LU,  
RECORDED IN BOOK 438 OF SURVEYS, PAGES 203 THROUGH 208, UNDER RECORDING NUMBER  
20210111900005, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

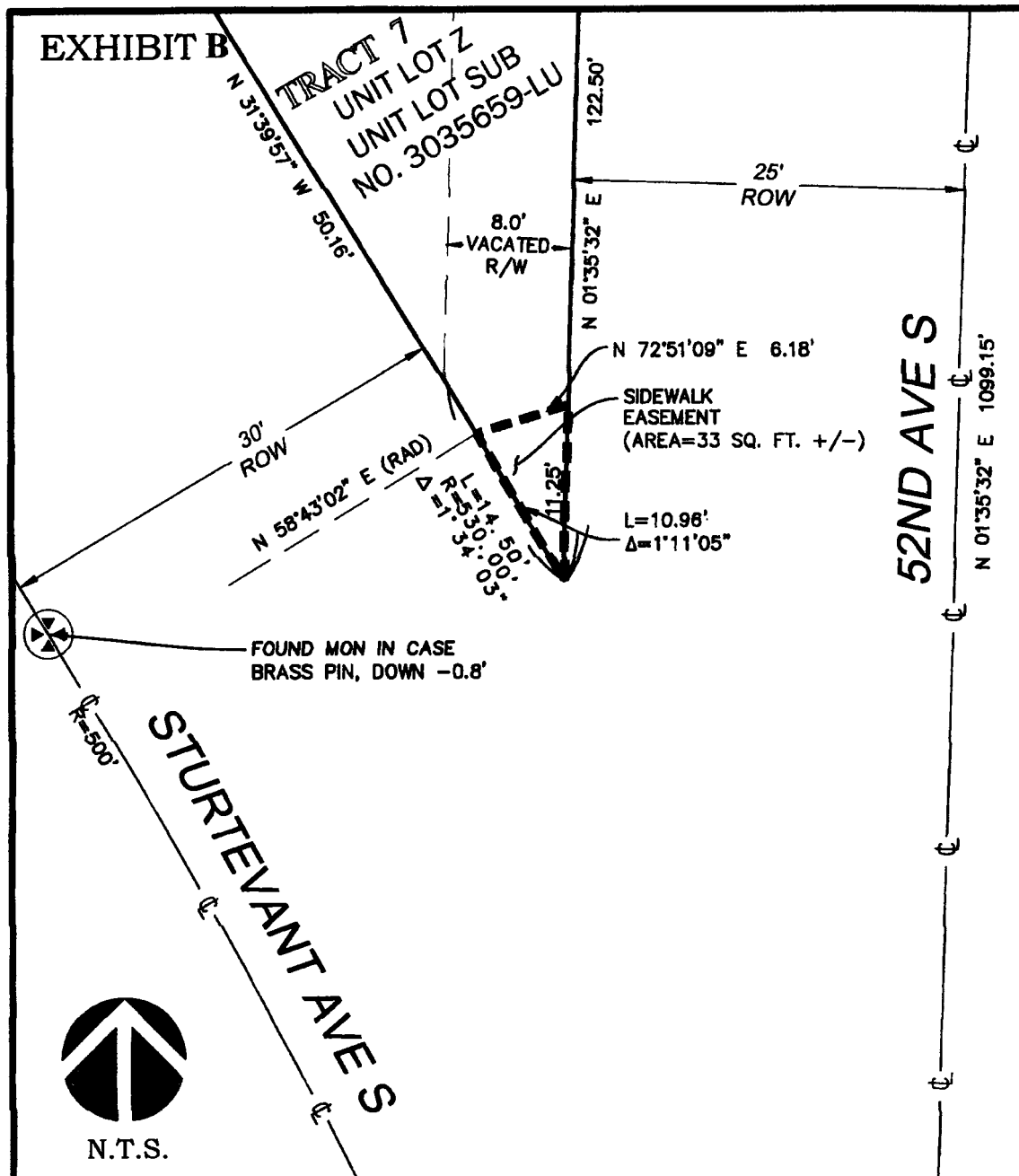
BEGINNING AT THE SOUTHERLY CORNER OF SAID UNIT LOT Z;

THENCE NORTH 01°35'32" EAST 11.25 FEET;

THENCE SOUTH 72°51'09" WEST 6.18 FEET, TO THE BEGINNING OF NON-TANGENT CURVE TO THE RIGHT  
FROM WITH THE CENTER BEARS SOUTH 58°43'02" WEST A DISTANCE OF 530.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°11'05" AND AN ARC  
DISTANCE OF 10.96 FEET, TO THE POINT OF BEGINNING.





**EASEMENT DESCRIPTION**

9364 STURTEVANT AVE S  
SEATTLE, WA

JOB NO. 180807  
DATE: 1/29/2021

**Terrane**

10801 Main Street, Suite 102, Bellevue, WA 98004  
 phone 425.458.4488 support@terrane.net  
 www.terrane.net

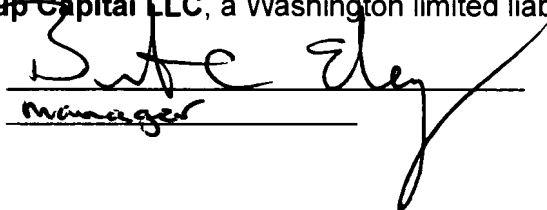
**SUBORDINATION AGREEMENT**

The undersigned, **Legacy Group Capital LLC**, a Washington limited liability company, as owner and holder of the Deeds of Trust, under King County Recording Numbers 20190531001835 and 20210610001345 (Deeds of Trust), State of Washington, being on the same property described in favor of **Seattle Built Homes, Inc.**, a Washington corporation, 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 Deeds of Trust will be and are hereby subordinated to this grant of easement.

DATED THIS 16<sup>th</sup> DAY OF June, 2021.

**Legacy Group Capital LLC**, a Washington limited liability company

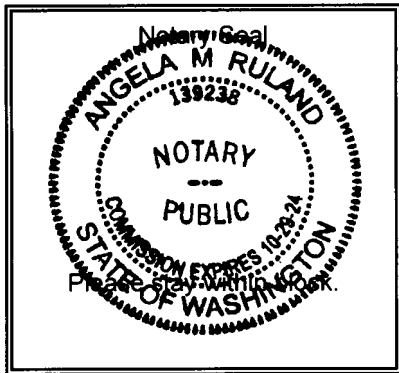
By:

  
Steve Eley  
Manager

STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that Brent A. Gray 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 **Legacy Group Capital 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: June 16, 2021.



Notary (print name) Angela M. Ruland  
Notary Public in and for the State of Washington,  
residing at Fall City  
My Appointment expires 10.29.24

Record Date:6/23/2021 12:16 PM

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



**20210623001020**

**EASEMENT Rec: \$109.50  
6/23/2021 12:16 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: .....                                     | Woldson Western 01 LLC, a Washington limited liability company and PPF AMLI Western Avenue, 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 and B, LBA No. 3032311-LU, recorded under King County Recording No. 20190125900004 (also known as Lots 1 through 4, Block 182, Seattle Tide Lands) |
| Assessor's Tax Parcel ID#: .....                   | Portion of 766620-2505 and 766620-2506                                                                                                                                  |

RW T2021-21

GRANTORS, **WOLDSON WESTERN 01 LLC**, a Washington limited liability company, and **PPF AMLI WESTERN AVENUE, LLC**, a Delaware limited liability company, as ground lessee under that certain Memorandum of Ground Lease by and between the Grantors, dated March 15, 2019, under King County Recording Number 20190315001027, 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 AND EXHIBIT B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.**



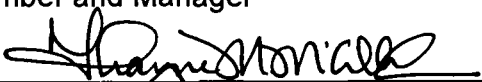
The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantors shall be responsible for maintenance of the surface and supporting structure of the area of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

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 June, 2021.

**WOLDSON WESTERN 01 LLC,**  
a Washington limited liability company

By: The Corporation of Gonzaga University,  
a Washington public benefit corporation,  
Its sole Member and Manager

By:   
Thayne M. McCulloh, President

DATED THIS 7<sup>th</sup> DAY OF JUNE, 2021.

**LESSEE:**

**PPF AMLI WESTERN AVENUE, LLC,**  
a Delaware limited liability company

By: PPF AMLI Devco, LLC,  
a Delaware limited liability company,  
Its sole Member

By: PPF AMLI Co-investment, LLC,  
a Delaware limited liability company,  
Its Manager

By: AMLI Residential Properties, L.P.,  
a Delaware limited partnership,  
Its Manager

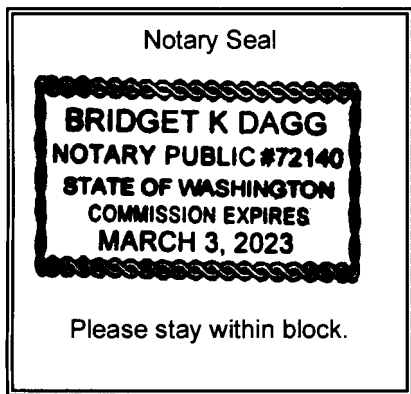
By: AMLI Residential Partners LLC,  
a Delaware limited liability company,  
Its General Partner

By:   
Scott Koppelman,  
Authorized Person

STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Thayne M. McCulloh** 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 **The Corporation of Gonzaga University**, a Washington public benefit corporation, the sole Member and Manager of **Woldson Western 01 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:   JUNE 4  , 2021

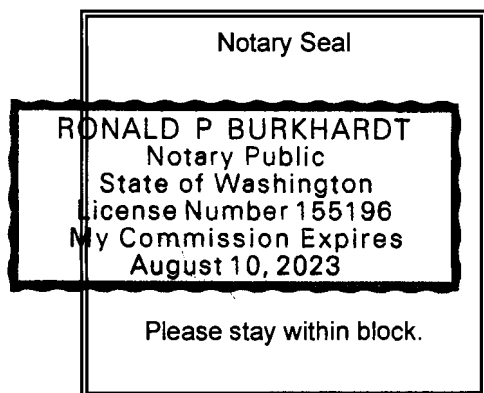



*Bridget K. Daggs*  
\_\_\_\_\_  
Notary (print name) BRIDGET K. DAGG  
Notary Public in and for the State of Washington,  
residing at SPOKANE, WA  
My Appointment expires 03-03-2023

STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Scott Koppelman** 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 Person of **AMLI Residential Partners LLC**, a Delaware limited liability company, the General Partner of **AMLI Residential Properties, L.P.**, a Delaware limited partnership, the Manager of **PPF AMLI Co-investment LLC**, a Delaware limited liability company, the Manager of **PPF AMLI Devco, LLC**, a Delaware limited liability company, the sole Member of **PPF AMLI Western Avenue, 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: June 07, 2021



  
Notary (print name) Ronald P. Burkhardt  
Notary Public in and for the State of Washington,  
residing at 1800 Boren Ave #2817 Seattle WA 98101  
My Appointment expires 08-10-2023

## Exhibit A

### 1101 WESTERN AVENUE SIDEWALK EASEMENT LEGAL DESCRIPTION

THAT PORTION OF PARCELS A AND B OF LOT BOUNDARY ADJUSTMENT NO. 3032311-LU, RECORDED JANUARY 25, 2019 AS RECORDING NO. 20190125900004, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CONCRETE MONUMENT IN CASE MARKING THE INTERSECTION OF CENTERLINES OF WESTERN AVENUE AND SPRING STREET;

THENCE NORTH 30°38'01" WEST, ALONG SAID CENTERLINE OF SAID WESTERN AVENUE, A DISTANCE OF 311.20 FEET TO A CONCRETE MONUMENT AND CASE, BEING SET 5.00 FEET OFFSET NORTHWESTERLY OF THE INTERSECTION OF WESTERN AVENUE AND SENECA STREET;

THENCE SOUTH 30°38'01" EAST, ALONG THE SAID CENTERLINE OF WESTERN AVENUE, A DISTANCE OF 80.76 FEET;

THENCE SOUTH 59°21'59" WEST, A DISTANCE OF 33.00 FEET TO THE NORTHEASTERLY LINE OF SAID PARCELS A AND B, AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 30°38'01" EAST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 117.39 FEET;

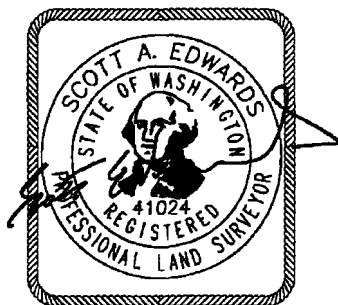
THENCE SOUTH 59°21'59" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 30°38'01" WEST, PARALLEL WITH SAID NORTHEASTERLY LINE, A DISTANCE OF 117.39 FEET;

THENCE NORTH 59°21'59" EAST, A DISTANCE OF 2.00 FEET, TO THE TRUE POINT OF BEGINNING.

THE ABOVE-DESCRIBED SIDEWALK EASEMENT CONTAINS AN AREA OF 235 SQUARE FEET, MORE OR LESS.

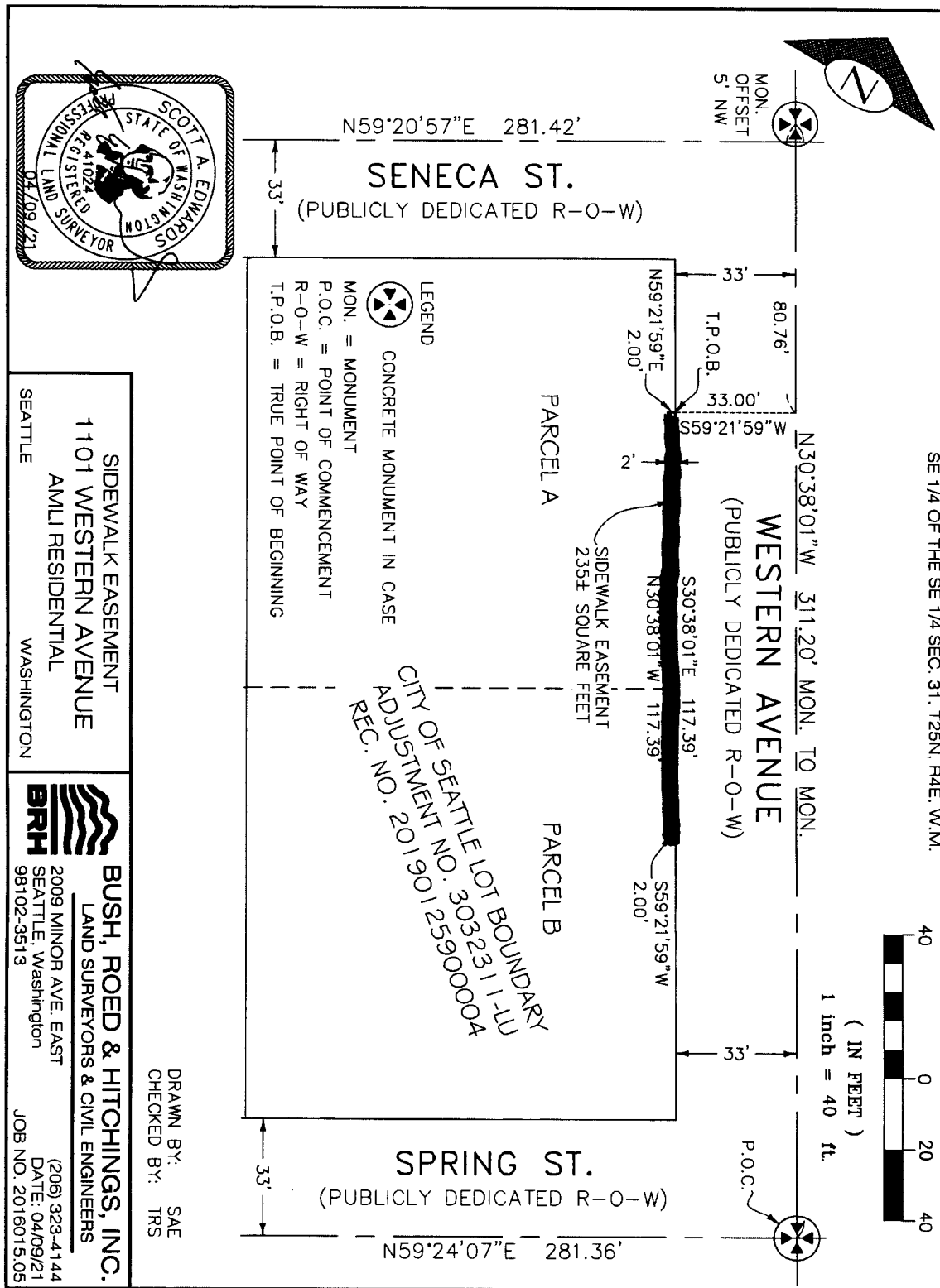
SITUATE IN THE CITY OF BELLEVUE, KING COUNTY, WASHINGTON.



APRIL 9, 2021

AMLI RESIDENTIAL  
SCOTT EDWARDS, P.L.S. NO. 41024  
BRH JOB NO. 2016015.05  
APRIL 9, 2021  
BUSH, ROED & HITCHINGS, INC.  
2009 MINOR AVENUE EAST  
SEATTLE, WA 98102  
(206) 323-4144

Exhibit B





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: ..... Greenbank Holdings, 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, LBA No. 3036813-LU, recorded under KC  
Recording No. 202114900010 (formerly known as Lots 1 and 2, Block  
20, Osner's 2<sup>nd</sup> Add., Vol. 12 pp 3)  
Assessor's Tax Parcel ID#: ..... Portion of 643050-0345

RW T2021-22

GRANTOR, **Greenbank Holdings, 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:

The North 1.50 of the following described property:

Parcel A, City of Seattle Lot Boundary Adjustment Number 3036813-LU, recorded in Book 439 of Surveys, pages 106 through 109, under Recording Number 20210114900010, and as amended under a Record of Survey, recorded in Book 442 of Surveys, page 73, under Recording Number 20210304900004, records of King County, Washington.

Situate in the city of Seattle, King County, Washington.


EXCISE TAX NOT REQUIRED  
King Co. Records Division  
By *Helen Huang*, Deputy

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 June, 2021.

**GREENBANK HOLDINGS, LLC,**  
a Washington limited liability company,

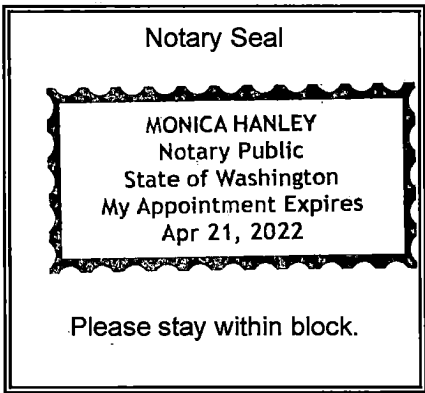
By:   
\_\_\_\_\_  
Jeffrey J. LePage, Manager



STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Jeffrey J. LePage** 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 **Greenbank Holdings, 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 June, 2021.



*Monica Hanley*  
Notary (print name) Monica Hanley  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment expires 4.21.22

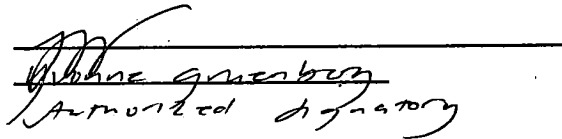
**SUBORDINATION AGREEMENT**

The undersigned, **Goldman Sachs Bank USA**, a New York chartered bank, as owner and holder of the Deeds of Trust, under King County Recording Numbers 20201231002613 and 20201231002629 (Deeds of Trust), State of Washington, being on the same property described in favor of **Greenbank Holdings, 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 Deeds of Trust will be and are hereby subordinated to this grant of easement.

DATED THIS 18<sup>th</sup> DAY OF June, 2021.

**Goldman Sachs Bank USA**, a New York chartered bank

By:

  
Authorized Signatory

### 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 )

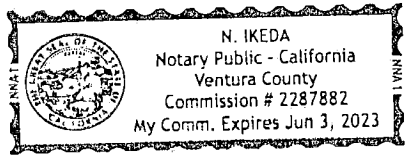
On 06/18/21 before me, N. Ikeda, Notary Public  
(insert name and title of the officer)

personally appeared Yvonne Gruenberg  
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.

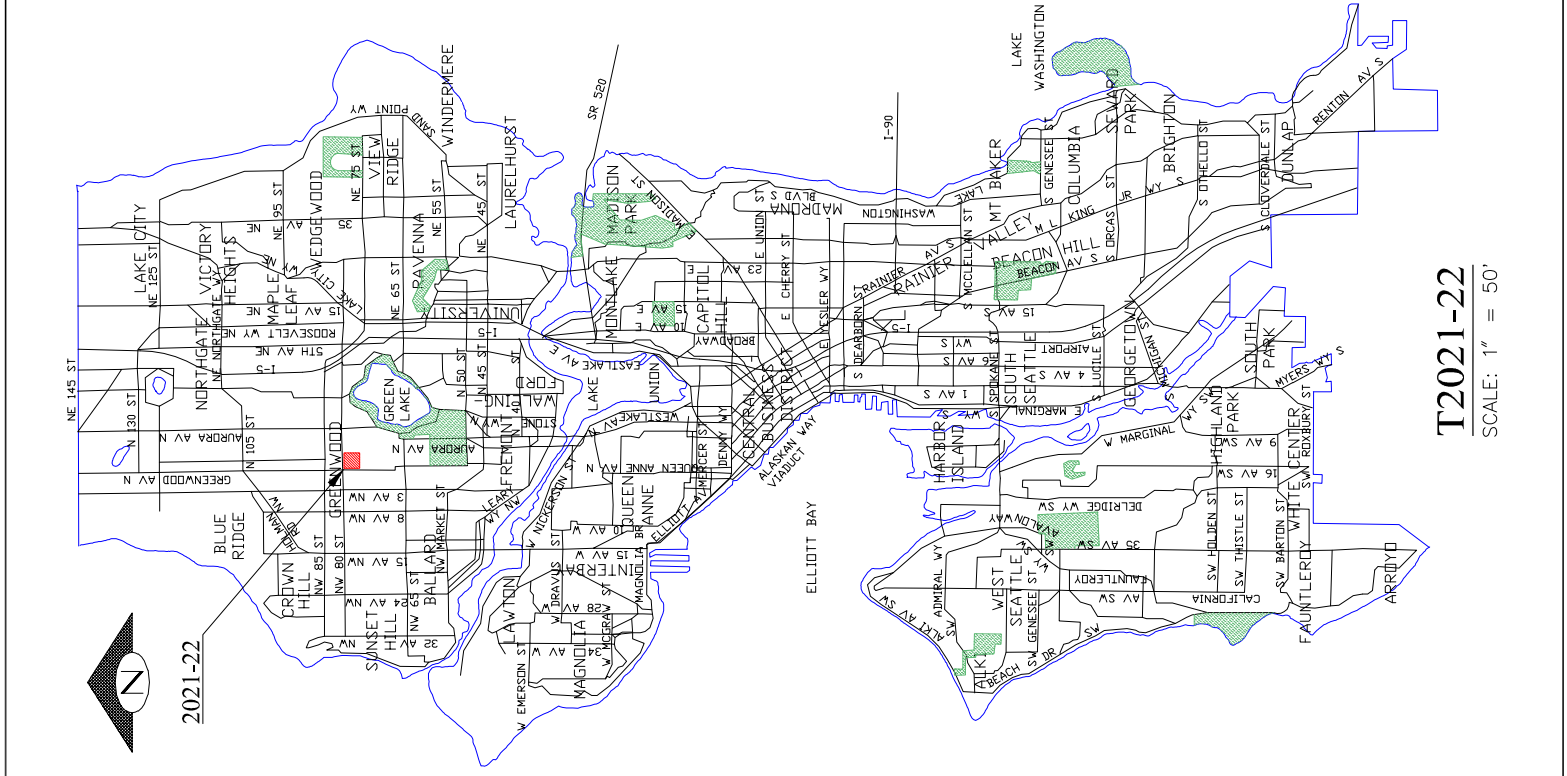
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

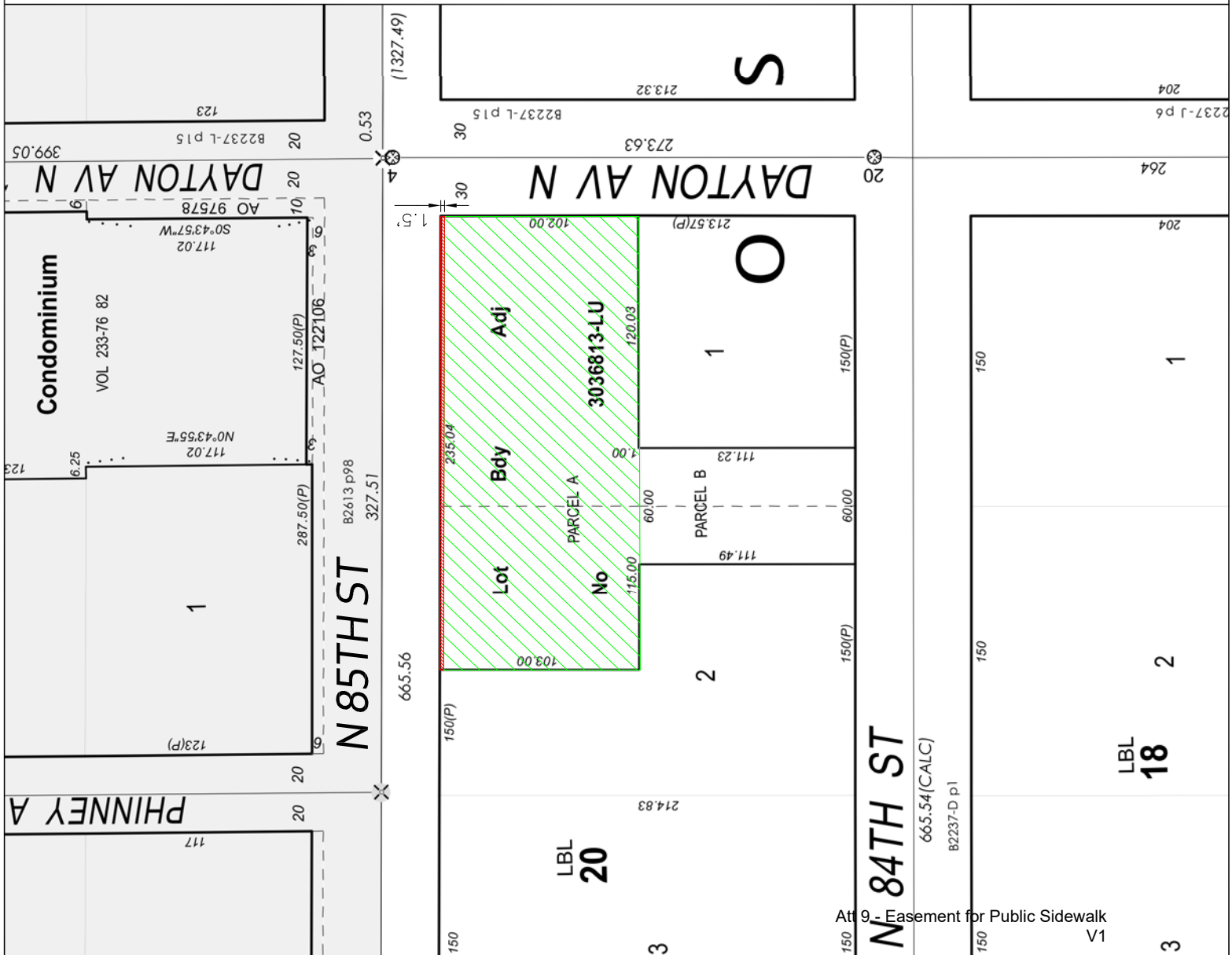
Signature N. Ikeda (Seal)



*Page 5 of 5 pages*



T2021-22  
SCALE: 1" = 50'



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: ..... Uncle Bob's Place 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 5, Block 55, D. S. Maynard's Plat, Vol 1, pp 23  
Assessor's Tax Parcel ID#: .....Portion of 524780-2745

RW T2021-26

GRANTOR, **UNCLE BOB'S PLACE 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, a perpetual easement for public sidewalk, 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 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 in accordance with Seattle Municipal Code, Title 15.72, and any amendments thereto, for maintenance of the public sidewalk built on the area of said easement.

In the event the Grantee constructs or installs the public sidewalk, the Grantee agrees to use due care in any use of the easement herein granted, and in the construction and installation of the public sidewalk so as not to unreasonably disturb the Grantor's use of its property and shall restore the Grantor's property immediately adjacent to the public sidewalk reasonably close to the original state upon completion of construction and installation of the public sidewalk.

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 September, 2021.

**UNCLE BOB'S PLACE LLLP,**  
a Washington limited liability limited partnership,

By: Uncle Bob's Place GP LLC,  
a Washington limited liability company  
Its: General Partner

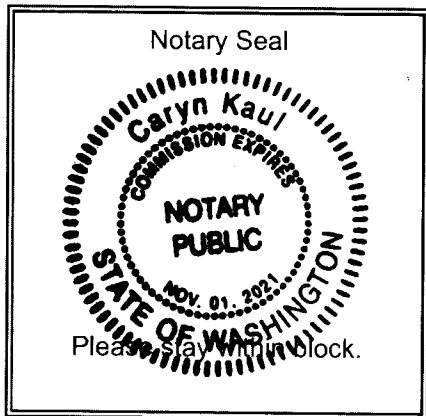
By: Interim Housing Association,  
a Washington nonprofit corporation  
Its: Manager

By: P. Upadhyay  
Pradeepa Upadhyay, Executive Director

STATE OF WASHINGTON                    )  
                                                           ) ss.  
 COUNTY OF KING                            )

I certify that I know or have satisfactory evidence that **Pradeepta Upadhyay** 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 **Interim Housing Association**, a Washington nonprofit corporation, the Manager of **Uncle Bob's Place GP LLC**, a Washington limited liability company, the General Partner of **Uncle Bob's Place 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 28<sup>th</sup> DAY OF September, 2021.



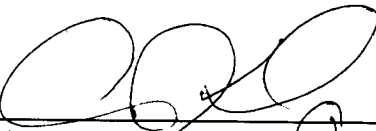
  
 Notary (print name) Caryn Kaul  
 Notary Public in and for the State of Washington,  
 residing at Seattle, WA  
 My Appointment expires 11-1-2021

Exhibit A

**SIDEWALK EASEMENT  
LEGAL DESCRIPTION**

THE SOUTHERLY 2.00 FEET OF LOT 5, BLOCK 55, TOWN OF SEATTLE, AS LAID OUT BY D.S. MAYNARD, COMMONLY KNOWN AS D.S. MAYNARD'S PLAT OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 23, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH THE SOUTHERLY 2.00 FEET OF THE EAST HALF OF THE VACATED ALLEY OF SAID BLOCK.

THE ABOVE-DESCRIBED EASEMENT CONTAINS AN AREA OF 256 SQUARE FEET MORE OR LESS;

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



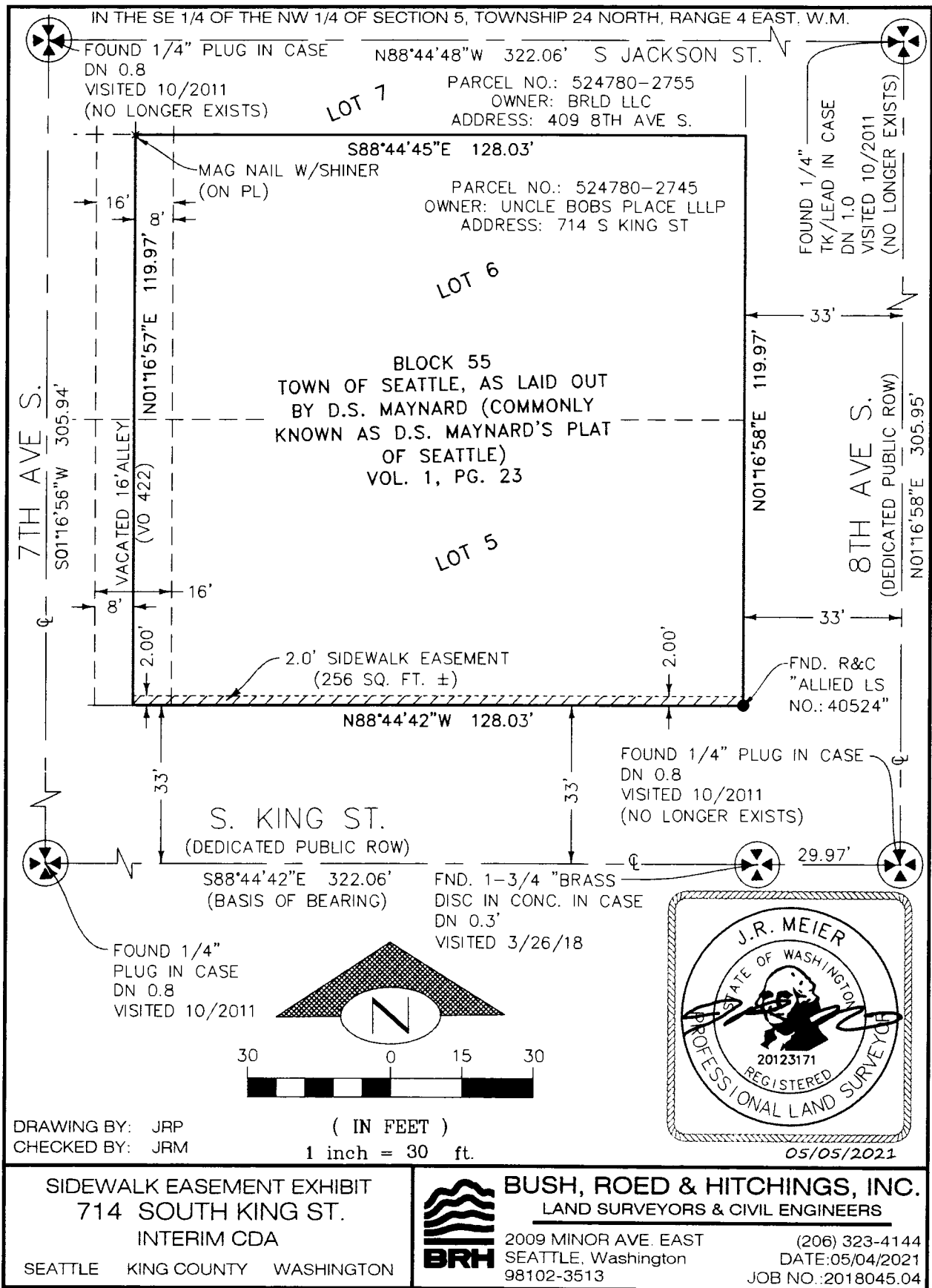
05/05/2021

INTERIM CDA  
J.R. MEIER, P.L.S. NO. 20123171  
BRH JOB NO. 2018045.04  
MAY 4, 2021

BUSH, ROED & HITCHINGS, INC.  
2009 MINOR AVENUE EAST  
SEATTLE, WA 98102  
(206) 323-4144



Exhibit B



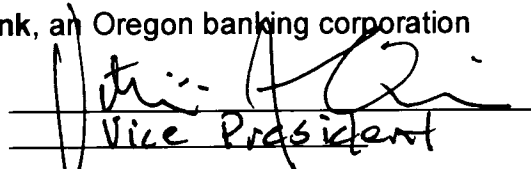
**SUBORDINATION AGREEMENT**

The undersigned, **Umpqua Bank**, an Oregon banking corporation, as owner and holder of the Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing, under King County Recording Number 20210409002263 (Deed of Trust), State of Washington, being on the same property described in favor of **Uncle Bob's Place 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 it is hereby subordinated to this grant of easement.

DATED THIS 22<sup>nd</sup> DAY OF September 2021.

**Umpqua Bank**, an Oregon banking corporation

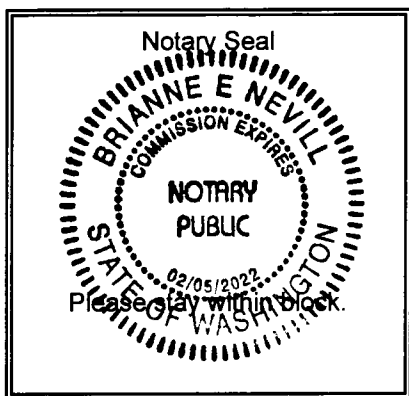
By:

  
Vice President

STATE OF Washington )  
 ) ss.  
COUNTY OF Snohomish )

I certify that I know or have satisfactory evidence that Victoria Quinnis 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 Umpqua Bank, an Oregon banking corporation, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: Sept 22<sup>nd</sup>, 2021.




Brianne Nevill  
Notary (print name) Brianne Nevill  
Notary Public in and for the State of WA,  
residing at Snohomish county  
My Appointment expires 2/5/2022

**SUBORDINATION AGREEMENT**

The undersigned, **King County**, a political subdivision of the State of Washington, as owner and holder of the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, under King County Recording Number 20210412000669 (Deed of Trust), State of Washington, being on the same property described in favor of **Uncle Bob's Place 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 it is hereby subordinated to this grant of easement.

DATED THIS 27<sup>th</sup> DAY OF August, 2021.

By:   
Tina Fivonen  
Housing Finance Program Manager

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that TINA ILVONEN 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 HOUSING FINANCE PROGRAM MANAGER 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: AUGUST 27, 2021.

Notary Public  
State of Washington  
Nicholas Beyrooty  
Commission No. 163688  
Commission Expires 01-15-25

Notary Seal  
  
Please stay within block.



Notary (print name) NICHOLAS BEYROOTY  
Notary Public in and for the State of Washington,  
residing at SEATTLE, WA  
My Appointment expires 01/15/2025

**ACKNOWLEDGMENT**

RE: SUBORDINATION AGREEMENT DATED AUGUST 27, 2021

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~~ WASHINGTON  
County of King

On AUGUST 27, 2021 before me, Nicholas Beyrooty, Notary Public  
(insert name and title of the officer)

personally appeared TINA ILVONEN  
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~~ WASHINGTON that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

Notary Public  
State of ~~California~~ WASHINGTON  
Nicholas Beyrooty  
Commission No. 163688  
Commission Expires 01-15-25

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: .....ASC Laurelhurst 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, Block 8, Exposition Heights, Vol. 15, pp 83  
Assessor's Tax Parcel ID#: .....Portion of 243620-0900

RW T2021-30

GRANTOR, **ASC LAURELHURST 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 EXHIBIT A AND EXHIBIT B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE.

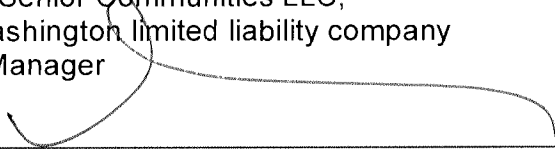
The conveyance of this easement for public sidewalk shall be for surface rights of public access only and shall not constitute conveyance of any rights other than those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of 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 22 DAY OF July, 2021.

**ASC LAURELHURST LLC,**  
a Washington limited liability company,

By: Aegis Senior Communities LLC,  
a Washington limited liability company  
Its: Manager

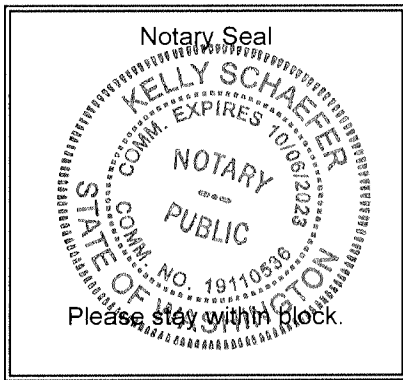
By:   
Dwayne J. Clark, Authorized Representative



STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Dwayne J. Clark** 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 **Aegis Senior Communities LLC**, a Washington limited liability company, the Manager of **ASC Laurelhurst 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 22 DAY OF July, 2021.



*Kelly Schaefer*

Notary (print name) Kelly Schaefer  
Notary Public in and for the State of Washington,  
residing at 21035 NE Novelty Hill Rd, Redmond,  
My Appointment expires 10/06/2023

WA REC  
918053

**EXHIBIT A  
EASEMENT DESCRIPTION**

THAT PORTION OF LOT 10, BLOCK 8, EXPOSITION HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 83, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS THEREOF CONDEMNED UNDER CITY OF SEATTLE ORDINANCE NO'S. 17947 AND 52478, FOR WIDENING OF NORTHEAST 45TH STREET.

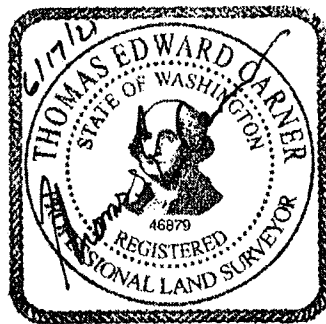
SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 10 AS CREATED BY ORDINANCE NO'S 17947 & 52478; THENCE NORTH 53°17'10" EAST, ALONG THE SOUTHEASTERLY MARGIN OF NORTHEAST 45<sup>TH</sup> PLACE, A DISTANCE OF 8.00 FEET; THENCE SOUTH 49°56'20" EAST, A DISTANCE OF 8.58 FEET TO A POINT ON THE NORTHERLY MARGIN OF NORTHEAST 45<sup>TH</sup> STREET; THENCE NORTH 86°44'30" WEST, ALONG SAID NORTHERLY MARGIN, A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 33 SQUARE FEET OR 0.0008 ACRES, MORE OR LESS.

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

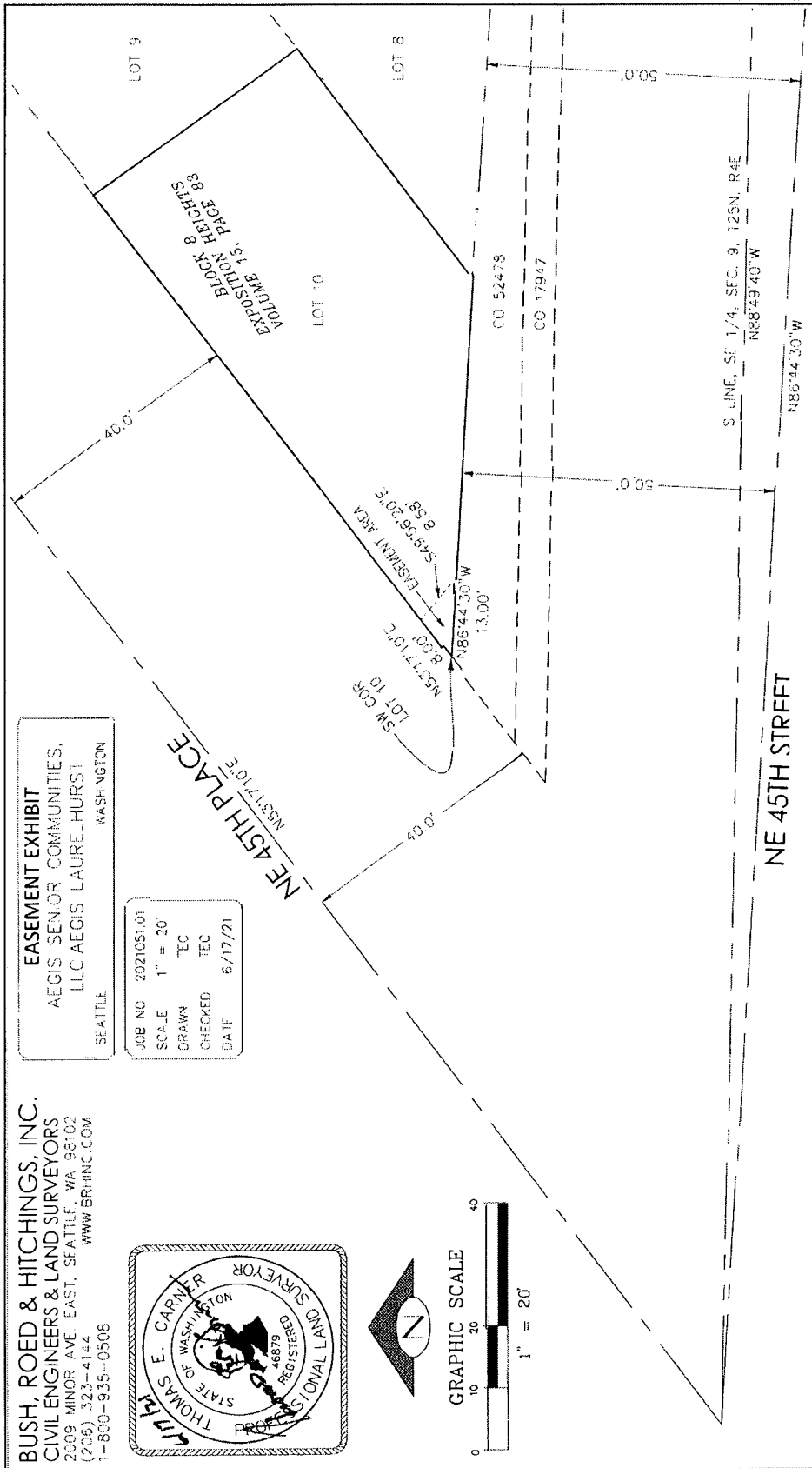
53



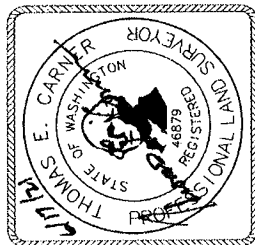
THOMAS E. CARNER, P.L.S.  
BRH JOB NO. 2021051.01  
June 17, 2021

BUSH, ROED & HITCHINGS, Inc.  
2009 MINOR AVENUE EAST  
SEATTLE, WA 98102  
(206) 323-4144

Exhibit B

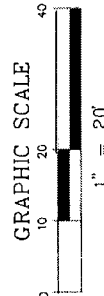


**BUSH, ROED & HITCHINGS, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 2009 MINOR AVE. EAST, SEATTLE, WA 98102  
 (206) 323-4144  
 WWW.BRHIINC.COM  
 1-800-935-0508



**EASEMENT EXHIBIT**  
 AEGIS SENIOR COMMUNITIES,  
 LLC AEGIS LAURE\_HURST  
 SEATTLE WASHINGTON

JOB NO 2021051.01  
 SCALE 1" = 20'  
 DRAWN TEC  
 CHECKED TEC  
 DATE 6/17/21

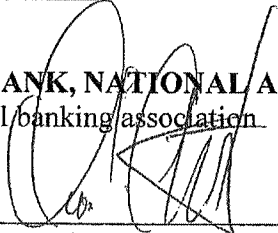


***SUBORDINATION AGREEMENT***

The undersigned, **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, as owner and holder of the Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, under King County Recording Number 20210621001183 (Deed of Trust), State of Washington, being on the same property described in favor of **ASC Laurelhurst 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 the Deed of Trust will be and it is hereby subordinated to this grant of easement.

DATED THIS 29 DAY OF July, 2021.

**PNC BANK, NATIONAL ASSOCIATION**, a  
national banking association

By:   
Name: Douglas P. Checketts  
Title: Senior Vice President

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 )  
 ) ss.

County of ORANGE )

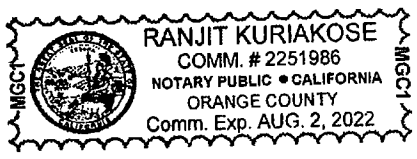
On 07/29/2021, 2021, before me, RANJIT KURIAKOSE NOTARY, a \_\_\_\_\_, personally appeared, Douglas P. Checketts who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

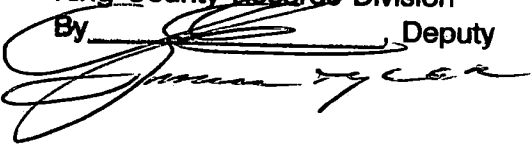
Signature 

(Seal)



  
**20211001000783**  
EASEMENT Rec: \$209.50  
10/1/2021 11:19 AM  
KING COUNTY, WA

EXCISE TAX NOT REQUIRED  
King County Records Division

By  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: 2517 Eastlake 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 3, Denny-Fuhrman Add, Vol 7, pp 34  
Assessor's Tax Parcel ID#: Portion of 195970-0015

RWT2021-35

GRANTORS, **2517 EASTLAKE 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 EXHIBIT A AND EXHIBIT 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 10<sup>th</sup> DAY OF September, 2021.

**2517 EASTLAKE LLC,**  
a Washington limited liability company

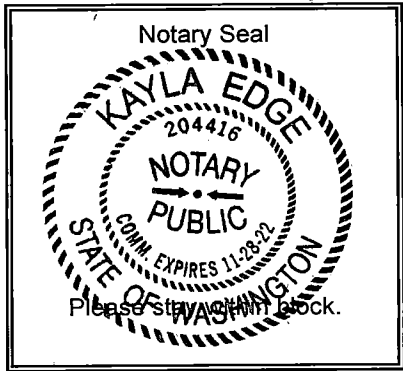
By: WH Eastlake LLC,  
a Washington limited liability company,  
Its Managing Member

By:   
Ben Margoles, Executive VP

STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Ben Margoles** 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 Vice President of **WH EASTLAKE LLC**, a Washington limited liability company, the Managing Member of **2517 EASTLAKE 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: September 10, 2021



Notary (print name) Kayla Edge  
Notary Public in and for the State of Washington,  
residing at Seattle  
My Appointment expires 11/28/22



EXHIBIT A

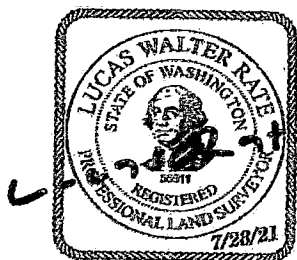
2' PEDESTRIAN EASEMENT DESCRIPTION

A PORTION OF BLOCK 3, DENNY-FUHRMAN ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 7 OF PLATS, PAGE 34, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE EAST 2.00 FEET OF LOTS 8 AND 9.

CONTAINING 200 SQUARE FEET, OR 0.0046 ACRE, MORE OR LESS.

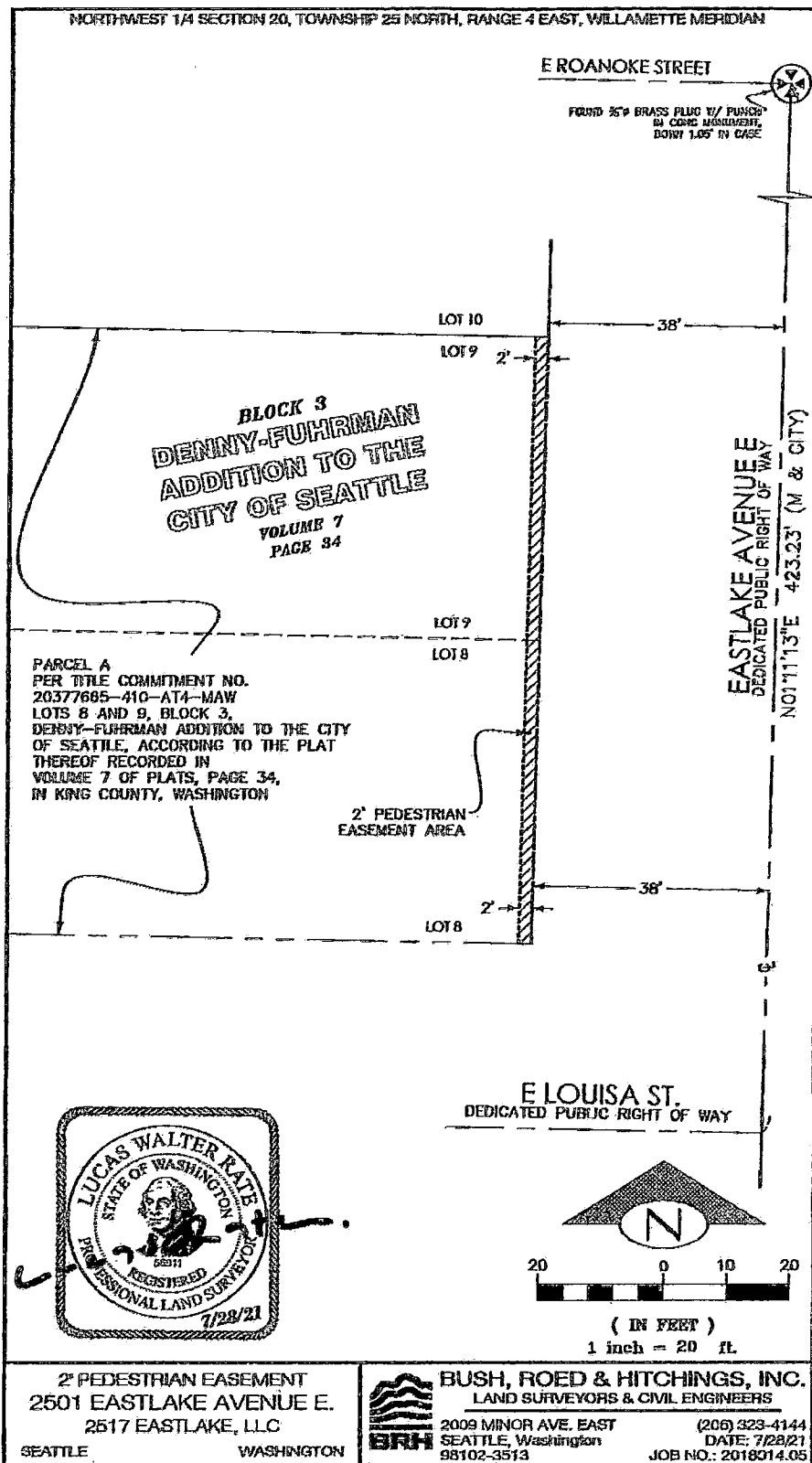
SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.



2517 EASTLAKE, LLC  
LIZA EASTLAKE  
LUCAS W. RATE, P.L.S.  
BRH JOB NO. 2018014.05  
JULY 28, 2021

BUSH, ROED & HITCHINGS, INC.  
2009 MINOR AVENUE EAST  
SEATTLE, WA 98102  
(206) 323-4144

EXHIBIT B



**SUBORDINATION AGREEMENT**

The undersigned, **WELLS FARGO BANK**, a National banking association, as owner and holder of the Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, under King County Recording Number 20210723001565 (Deed of Trust), State of Washington, being on the same property described in favor of **2517 Eastlake 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 23<sup>rd</sup> DAY OF September, 2021.

**WELLS FARGO BANK**, a national banking association

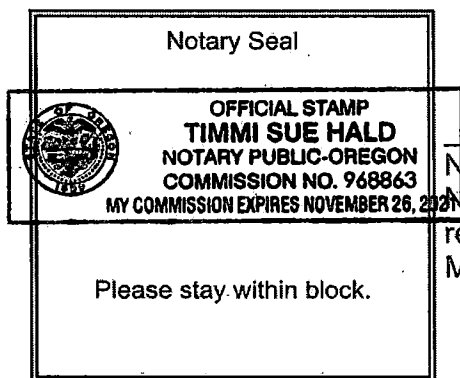
By: Tara Stevenson  
Signature

\_\_\_\_\_  
Tara Stevenson, Vice President

STATE OF OREGON                    )  
                                                  ) ss.  
COUNTY OF COLUMBIA            )

I certify that I know or have satisfactory evidence that Tara Stevenson 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 Vice President of **WELLS FARGO BANK**, 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: September 23, 2021.



Timmi Sue Hald Timmi Sue Hald  
Notary (print name) Timmi Sue Hald  
Notary Public in and for the State of Oregon,  
residing at Columbia County  
My Appointment expires November 26, 2021

Record Date: 9/23/2021 12:31 PM

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



**20210923000823**  
 EASEMENT Rec: \$210.50  
 9/23/2021 12:31 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: ..... Muriel Place 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 A, B, and C, City of Seattle Unit Lot Subdivision No. 3034089-LU, Rec. No. 20200213900014, (also known as Lots 19 and 20, Block 5, University Heights, Vol. 9, pp 41)  
 Assessor's Tax Parcel ID#: ..... Portion of 881640-0790, 881640-0791, and 881640-0792

RWT2021-36

GRANTOR, **MURIEL PLACE 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 EXHIBIT A AND EXHIBIT 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

EXCISE TAX NOT REQUIRED  
 King Co. Records Division  
 By *Helen Huang* Deputy

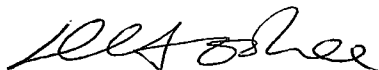
those specified in this document. The Grantor shall be responsible for maintenance of the surface and supporting structure of the area of said easement.

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 27 DAY OF August, 2021.

**MURIEL PLACE LLC,**  
a Washington limited liability company,

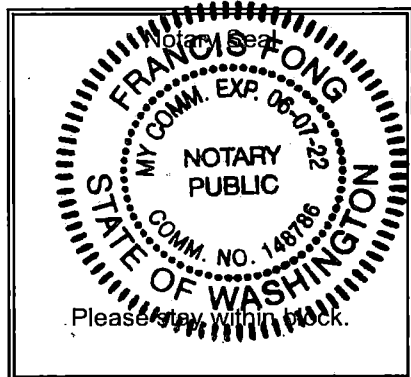
By:   
Chang Ju Lee aka Chang Lee,  
Managing Member

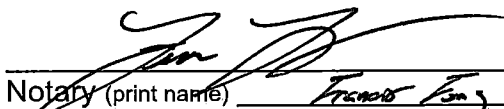
By:   
Soohee Lee, Managing Member

STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Chang Ju Lee** aka **Chang Lee** 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 **MURIEL PLACE 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 August, 2021.

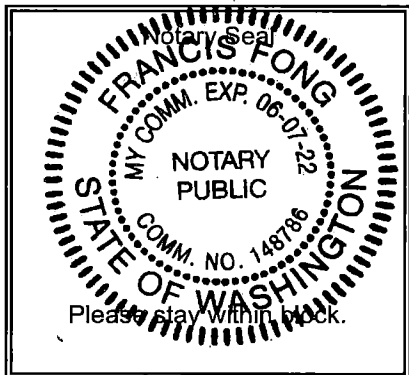


  
\_\_\_\_\_  
Notary (print name) Francis Fong  
Notary Public in and for the State of Washington,  
residing at Bellevue  
My Appointment expires 06/07/2022

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **Soohee Lee** 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 Managing Member of **MURIEL PLACE 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 August, 2021.



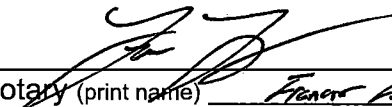
  
\_\_\_\_\_  
Notary (print name) Francis Fong  
Notary Public in and for the State of Washington,  
residing at Bellevue  
My Appointment expires 06/07/2022



EXHIBIT A

SIDEWALK EASEMENT

THAT PORTION OF UNIT LOTS A, B AND C OF CITY OF SEATTLE UNIT LOT SUBDIVISION NUMBER 3034089-LU, RECORDED IN BOOK 420 OF SURVEYS, PAGES 14 THROUGH 20 UNDER RECORDING NUMBER 20200213900014, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID UNIT LOT B;  
THENCE NORTH 01°41'54" EAST 54.38 FEET, ALONG THE WEST LINE OF SAID UNIT LOTS A, B AND C;  
THENCE SOUTH 25°33'46" EAST 4.37 FEET;  
THENCE SOUTH 01°41'54" WEST 48.00 FEET;  
THENCE SOUTH 88°20'05" EAST 42.97 FEET;  
THENCE SOUTH 57°46'51" EAST 4.92 FEET, TO THE SOUTH LINE OF SAID UNIT LOT C  
THENCE NORTH 88°20'05" WEST 49.20 FEET, ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING;

(ALSO KNOWN AS A PORTION OF THE WEST 68.00 FEET OF LOTS 19 AND 20, BLOCK 5, UNIVERSITY HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 9 OF PLATS, PAGE 41, IN KING COUNTY, WASHINGTON.)

CONTAINING 218 SQUARE FEET, MORE OR LESS.

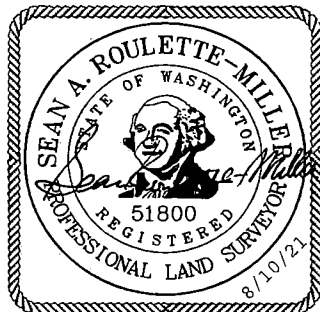
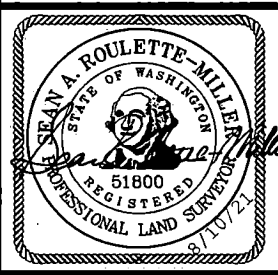
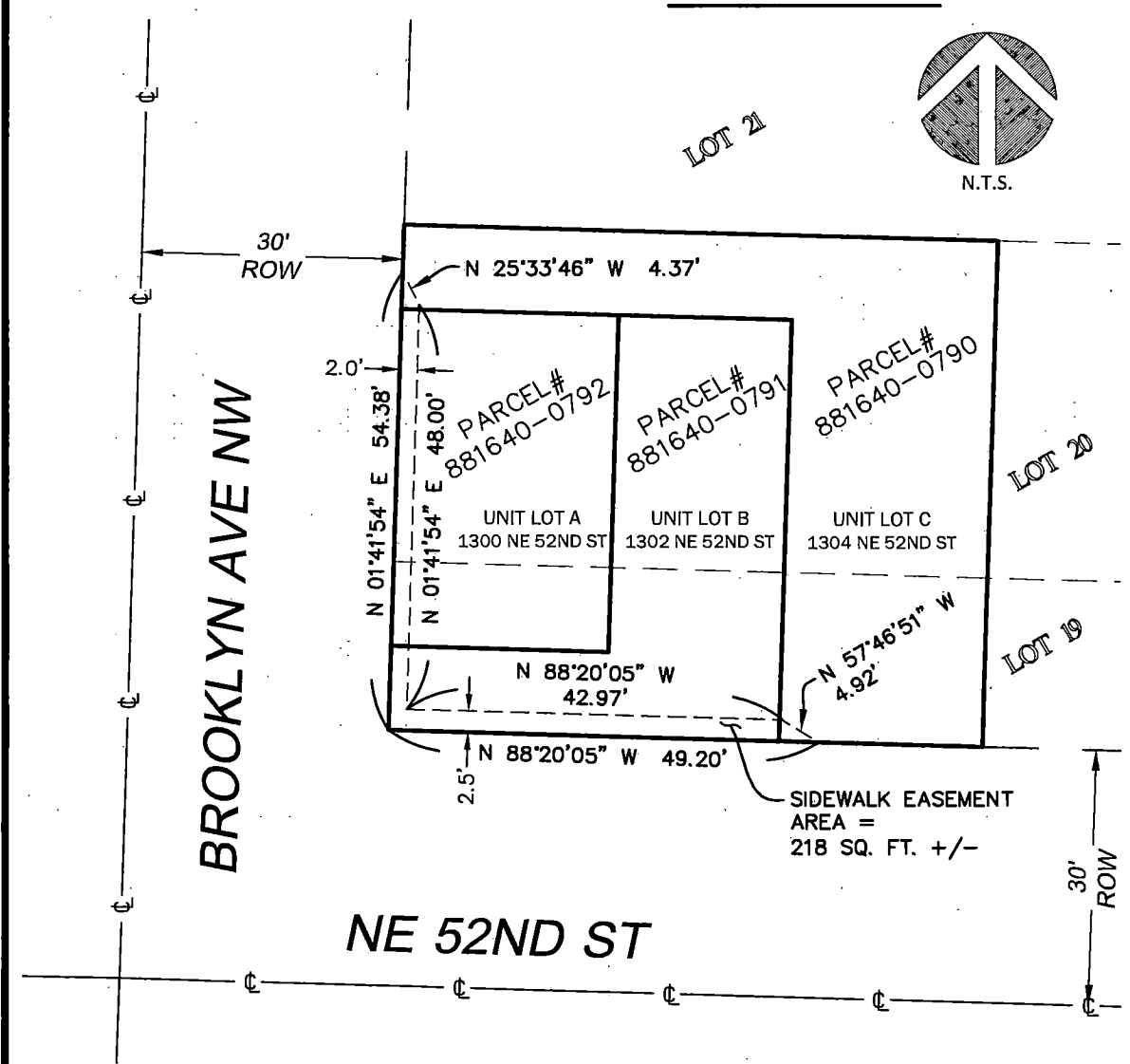


EXHIBIT B

CITY OF SEATTLE  
UNIT LOT SUBDIVISION NO. 3034089-LU



**SIDEWALK  
EASEMENT**

1300, 1302 & 1304  
NE 52ND ST  
SEATTLE, WA 98105  
JOB NO. 181928  
DATE: 8/9/2021



10801 Main Street, Suite 102, Bellevue, WA 98004  
phone 425.458.4488 support@terrane.net  
www.terrane.net

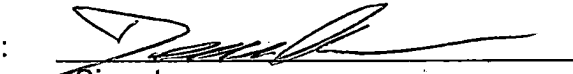
**SUBORDINATION AGREEMENT**

The undersigned, **US METRO BANK**, organized and existing under the laws of the United States, having an office for the conduct of business at 9866 Garden Grove Blvd., Garden Grove, CA 92844, as owner and holder of the Deed of Trust, under King County Recording Number 20201030003231 (Deed of Trust), State of Washington, being on the same property described in favor of **MURIEL PLACE 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 10<sup>th</sup> DAY OF September, 2021.

**US METRO BANK**, organized and existing under the laws of the United States

By:

  
Signature

DEAN KIM, SUP/Comm'l Loan Mgr.  
Print Name and Title

**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.

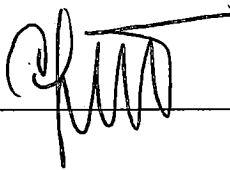
STATE OF CALIFORNIA }  
County of ORANGE }

On SEPT. 10, 2021 before me, OFIE JOAN BERMUDEZ-HUTSON, NOTARY PUBLIC  
Date (insert name and title of the officer)

personally appeared DEAN KIM  
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*

**DO NOT WRITE OR PLACE SEAL WITHIN ONE-INCH OUTSIDE MARGIN**



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: ..... Waters Investment Group, LLC, Washington limited liability company  
and LD1668, 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 13 and 14, Block 1, Sturtevant's Rainier Beach Lake  
Park Cottage Tracts, Vol 14, pp 52  
Assessor's Tax Parcel ID#: ..... Portion of 807000-0065

RW T2021-41

**GRANTORS, WATERS INVESTMENT GROUP, LLC**, a Washington limited liability company, as to a three quarter (75%) interest and **LD1668 LLC**, a Washington limited liability company, as to a one quarter (25%) interest, as tenants in common, 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.

**EXCISE TAX NOT REQUIRED**  
**King Co. Records Division**  
By *Lisa Ohlen*, Deputy

*[Faint, illegible text, likely bleed-through from the reverse side of the page]*

*[Faint, illegible text, likely bleed-through from the reverse side of the page]*

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 15<sup>th</sup> DAY OF February, 2022.

**WATERS INVESTMENT GROUP, LLC,**  
a Washington limited liability company,

By: Summit Business Group, LLC,  
a Washington limited liability company  
It's Sole Member and Manager

By:   
Jennifer M. Turner, Managing Member

... ..

... ..

... ..

... ..

... ..

... ..

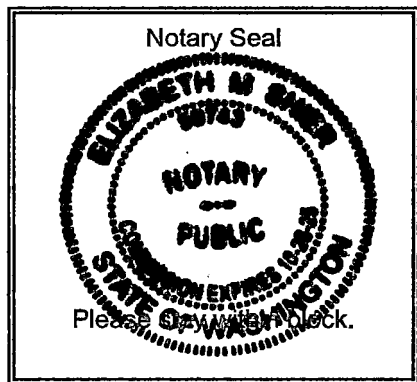
... ..



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **Jennifer M. Turner** 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 Managing Member of **Summit Business Group, LLC**, Washington limited liability company, the Sole Member and Manager of **Waters Investment Group, 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.

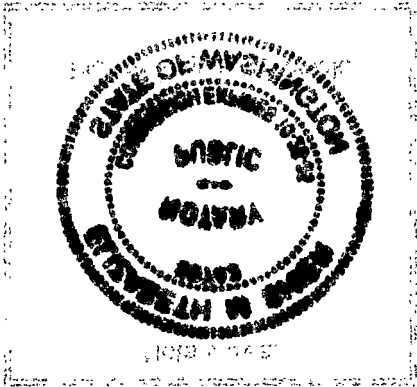
DATED: February 15, 2022.



Elizabeth M. Shier  
Notary (print name) Elizabeth M. Shier  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment expires 10/26/2025

DATE: 03/03/2022

TIME: 14:56:00



THE STATE OF WASHINGTON  
COUNTY OF KING  
I, [Name], County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of King, State of Washington.

WITNESSED my hand and the seal of said County at Seattle, Washington, this 3rd day of March, 2022.

\_\_\_\_\_  
County Clerk

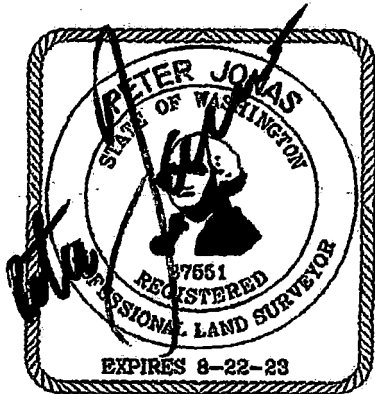
\_\_\_\_\_  
Notary Public

## EXHIBIT "A"

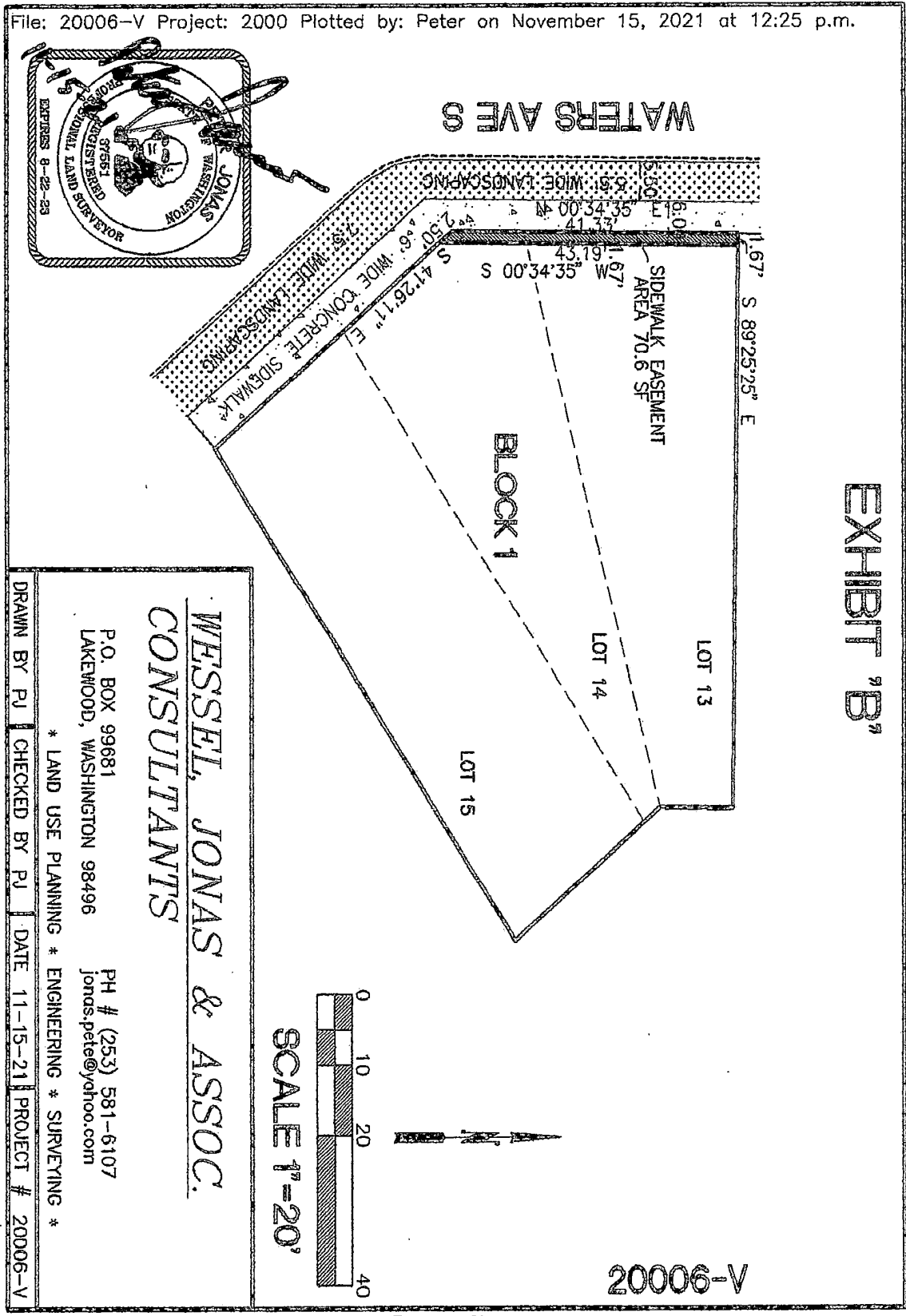
### LEGAL DESCRIPTION EASEMENT TO THE CITY

A PORTION OF LOT 13 AND 14 BLOCK 1, STRUTEVANT'S RAINIER BEACH LAKE PARK COTTAGE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 52, IN KING COUNTY, WASHINGTON, LEGALLY DESCRIBED AS FOLLOW:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 13, BLOCK 1;  
THENCE ALONG NORTH LINE OF SAID, SOUTH 89°25'25" EAST, 1.67 FEET;  
THENCE SOUTH 00°34'35" WEST, 43.19 FEET, TO THE SOUTHWESTERLY LINE OF LOT 14, BLOCK 1;  
THENCE NORTH 41°26'11" WEST, 2.50 FEET;  
THENCE NORTH 00°34'35" EAST, 41.33 FEET, TO THE POINT OF BEGINNING,  
TOTAL AREA 70.6 SQUIRE FEET.  
AS GRAPHICALLY DEPICTED IN EXHIBIT "B"



PETER JONAS, PLS 37551



**SUBORDINATION AGREEMENT**

The undersigned, **Simpson & Simpson Properties, LLC**, a Washington limited liability company, as owner and holder of the Deed of Trust, under King County Recording Number 20211220001738 (Deed of Trust), State of Washington, being on the same property described in favor of **Waters Investment Group, LLC**, a Washington limited liability company, and **LD1668, 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.

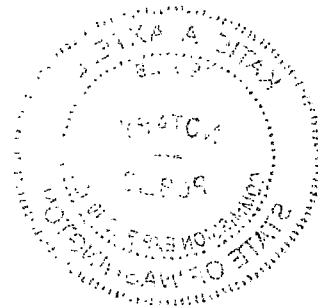
DATED THIS 8 DAY OF February, 2022.

**Simpson & Simpson Properties, LLC**,  
a Washington limited liability company

By: Trevor Simpson

Print Name: Trevor Simpson

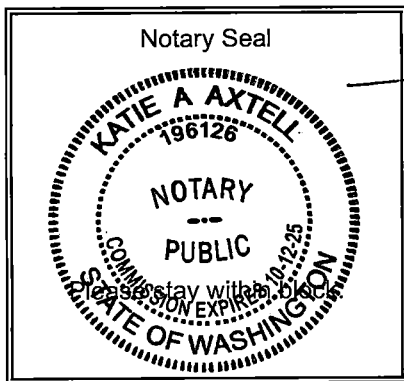
Title: Manager



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Tyvor Simpson 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 **Simpson & Simpson Properties, 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: Feb. 8, 2022.



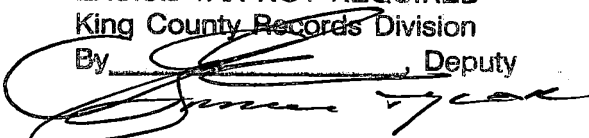
Katie A. Axtell  
Notary (print name) Katie A. Axtell  
Notary Public in and for the State of Washington,  
residing at Seattle  
My Appointment expires 10-12-25



**20211117001233**

EASEMENT Rec: \$209.50  
11/17/2021 3:21 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

EXCISE TAX NOT REQUIRED  
King County Records Division  
By  Deputy

**EASEMENT FOR PUBLIC SIDEWALK**

Reference #s of Documents Released or Assigned: none  
Grantor: .....SEA20A 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 9, Haleakala Addition, Vol. 41 of Plats, pp 6  
Assessor's Tax Parcel ID#: .....Portion of 302230-0040

RWT2021-44

GRANTOR, **SEA20A, 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 AND EXHIBIT 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 9<sup>th</sup> DAY OF November, 2021.

SEA20A, LLC,  
a Delaware limited liability company,

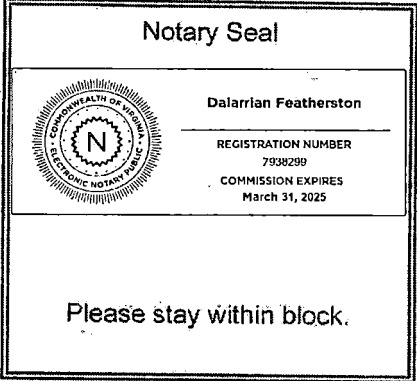
By: Stefan Bittner  
Stefan Bittner, Authorized Representative



Virginia  
STATE OF ~~WASHINGTON~~ )  
                                                                  ) ss.  
COUNTY OF ~~KING~~ Hampton )  
                                                                  XXXXXX

I certify that I know or have satisfactory evidence that Stefan Bittner 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 an Authorized Representative of **SEA20A, 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 9th DAY OF November, 2021.



*Dalarrian Featherston*

Notary (print name) Dalarrian Featherston  
Notary Public in and for the State of ~~Washington~~ Virginia  
residing at County of Hampton  
My Appointment expires 03/31/2025  
Notarized online using audio-video communication

## EXHIBIT A

### EASEMENT DESCRIPTION

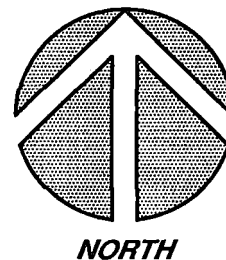
THAT PORTION OF LOT 9, HALEAKALA ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 41 OF PLATS, PAGE 6, RECORDS OF KING COUNTY, WA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE N.E. CORNER OF SAID LOT 9; THENCE S 00°43'15" W ALONG THE EAST LINE OF SAID LOT FOR A DISTANCE OF 1.50 FT.; THENCE N 88°15'32" W, 7.09 FT.; THENCE N 01°44'56" E, 1.50 FT.; THENCE S 88°15'32" E, 7.07 FT. TO THE POINT OF BEGINNING.

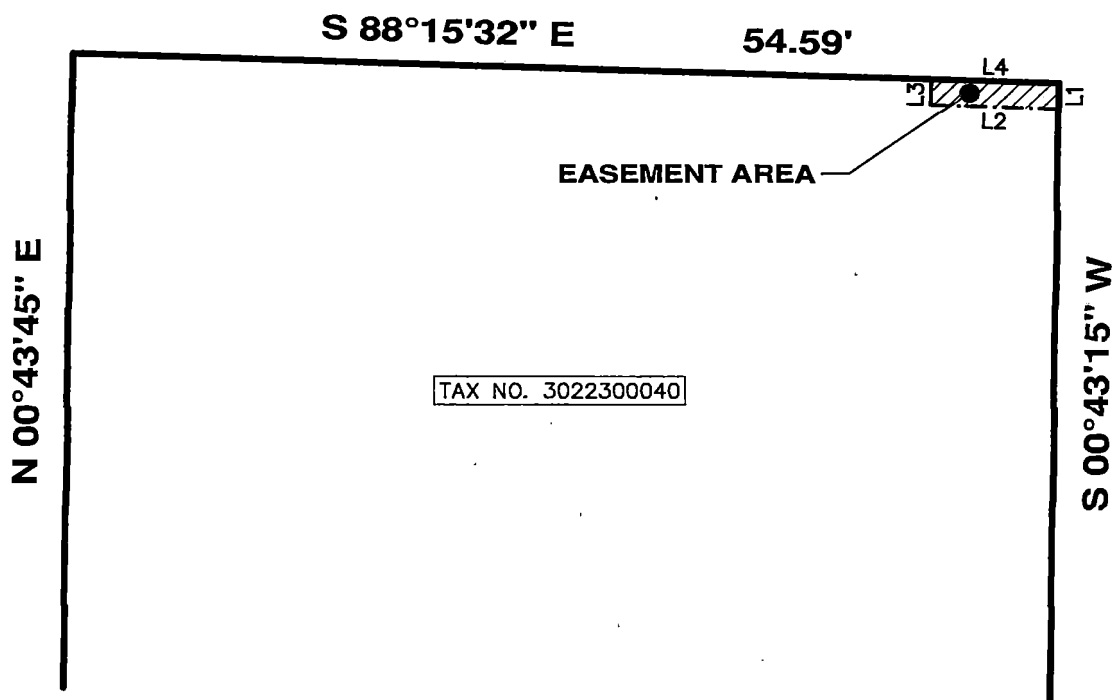


DATE: 10/11/21

# EXHIBIT B

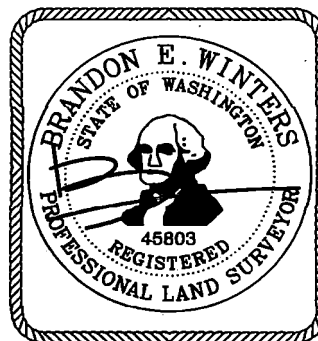


## N. 92ND ST.



**LINE TABLE**

| LINE | BEARING       | LENGTH |
|------|---------------|--------|
| L1   | S 00°43'15" W | 1.50'  |
| L2   | N 88°15'32" W | 7.09'  |
| L3   | N 01°44'56" E | 1.50'  |
| L4   | S 88°15'32" E | 7.07'  |



DATE: 10/11/21

**SUBORDINATION AGREEMENT**

The undersigned, **Anchor Loans, LP**, a Delaware Limited partnership, as owner and holder of the Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents under King County Recording Number 20201204000293 (Deed of Trust), State of Washington, being on the same property described in favor of **SEA20A, 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 9th DAY OF November, 2021.

**Anchor Loans, LP**, a Delaware limited partnership

By: 

Print Name: Anthony Martinez

Title: VP of Credit

### 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.

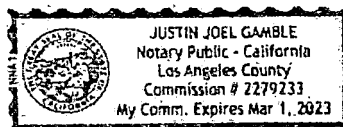
State of California  
County of Ventura

On 11/09/2021 before me, Justin Joel Gamble, Notary Public  
(insert name and title of the officer)

personally appeared Anthony Martinez  
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.

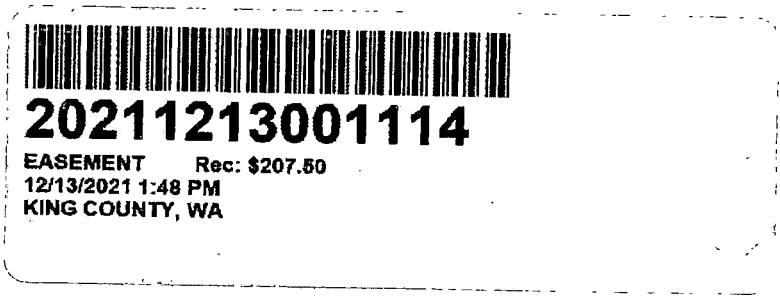


Signature [Handwritten Signature] (Seal)

*Page 7 of 7 Pages*

Record Date: 12/13/2021 1:48 PM

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: .....DESC Greenlake 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 3, 4, 5, and 6, Block 30, Boulevard Place Add, Vol 5, pp 2  
 Assessor's Tax Parcel ID#: .....Portion of 099300-1695

RW T2021-46

GRANTOR, **DESC GREENLAKE 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 EXHIBIT A AND EXHIBIT 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.

EXCISE TAX NOT REQUIRED  
 King Co. Records Division  
 By Holly Ferguson, Deputy  
 Holly Ferguson

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 November, 2021.

**DESC GREENLAKE LLLP,**  
a Washington limited liability limited partnership,

By: DESC Greenlake GP LLC  
a Washington limited liability company,  
Its: General Partner

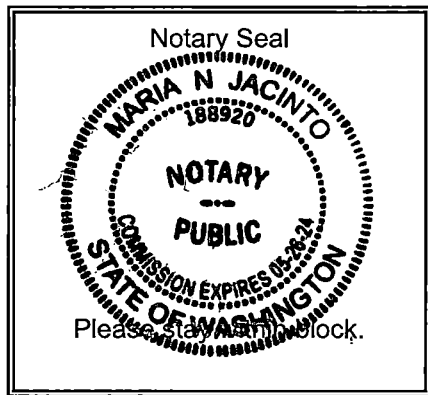
By: Downtown Emergency Service Center  
a Washington public benefit nonprofit corporation,  
Its: Manager

By:   
Daniel K. Malone, Authorized Representative

STATE OF WASHINGTON            )  
                                                  ) ss.  
COUNTY OF KING                )

I certify that I know or have satisfactory evidence that **Daniel K. Malone** 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 **Downtown Emergency Service Center**, a Washington public benefit nonprofit corporation, the Manager of **DESC Greenlake GP LLC**, a Washington limited liability company, the General Partner of **DESC Greenlake 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: November 22, 2021



*Maria N. Jacinto*  
\_\_\_\_\_  
Notary (print name) Maria N. Jacinto  
Notary Public in and for the State of Washington,  
residing at Burien, WA  
My Appointment expires 05/26/2024



Exhibit A  
DEDICATION DESCRIPTION

THAT PORTION OF LOTS 3, 4, 5 AND 6, BLOCK 29 AND LOTS 3, 4, 5 AND 6, BLOCK 30, ALL IN BOULEVARD PLACE ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 2, IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 15 FEET OF SAID LOTS 3, 4, 5 AND 6, BLOCK 30, CONVEYED TO KING COUNTY FOR HIGHWAY BY DEED RECORDED UNDER RECORDING NOS. 555193 AND 555194.

COMMENCING AT THE MONUMENT MARKING THE INTERSECTION OF THE CENTERLINES OF NORTH 88TH STREET AND AURORA AVENUE NORTH;

THENCE SOUTH 00°39'56" WEST, ALONG THE CENTERLINE OF AURORA AVENUE NORTH, 187.50 FEET TO ITS INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 6, BLOCK 30;

THENCE SOUTH 88°13'50" EAST, ALONG SAID EXTENSION AND NORTH LINE, 45.01 FEET TO THE NORTHEAST CORNER OF THAT PORTION OF SAID LOTS 3, 4, 5 AND 6, BLOCK 30, CONVEY TO KING COUNTY, BY QUIT CLAIM DEED UNDER RECORDING NUMBER 555194, AND TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°13'50" EAST, ALONG SAID NORTH LINE, 6.00 FEET;

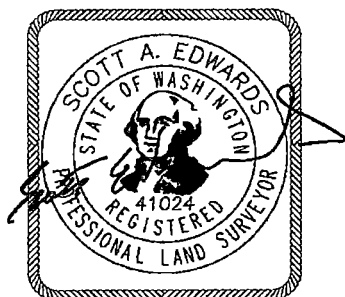
THENCE SOUTH 00°39'56" WEST, PARALLEL WITH SAID CENTERLINE OF AURORA AVENUE NORTH, 100.00 FEET TO SOUTH LINE OF SAID LOT 3, BLOCK 30;

THENCE NORTH 88°13'50" WEST, ALONG SAID SOUTH LINE 6.00 FEET TO THE EAST LINE OF SAID CONVEYANCE;

THENCE NORTH 00°39'56" EAST, ALONG SAID EAST LINE, 100.00 FEET TO THE TRUE POINT OF BEGINNING.

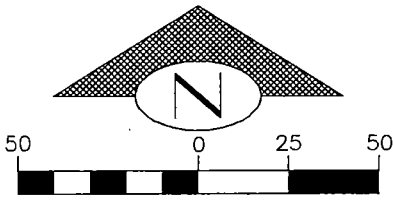
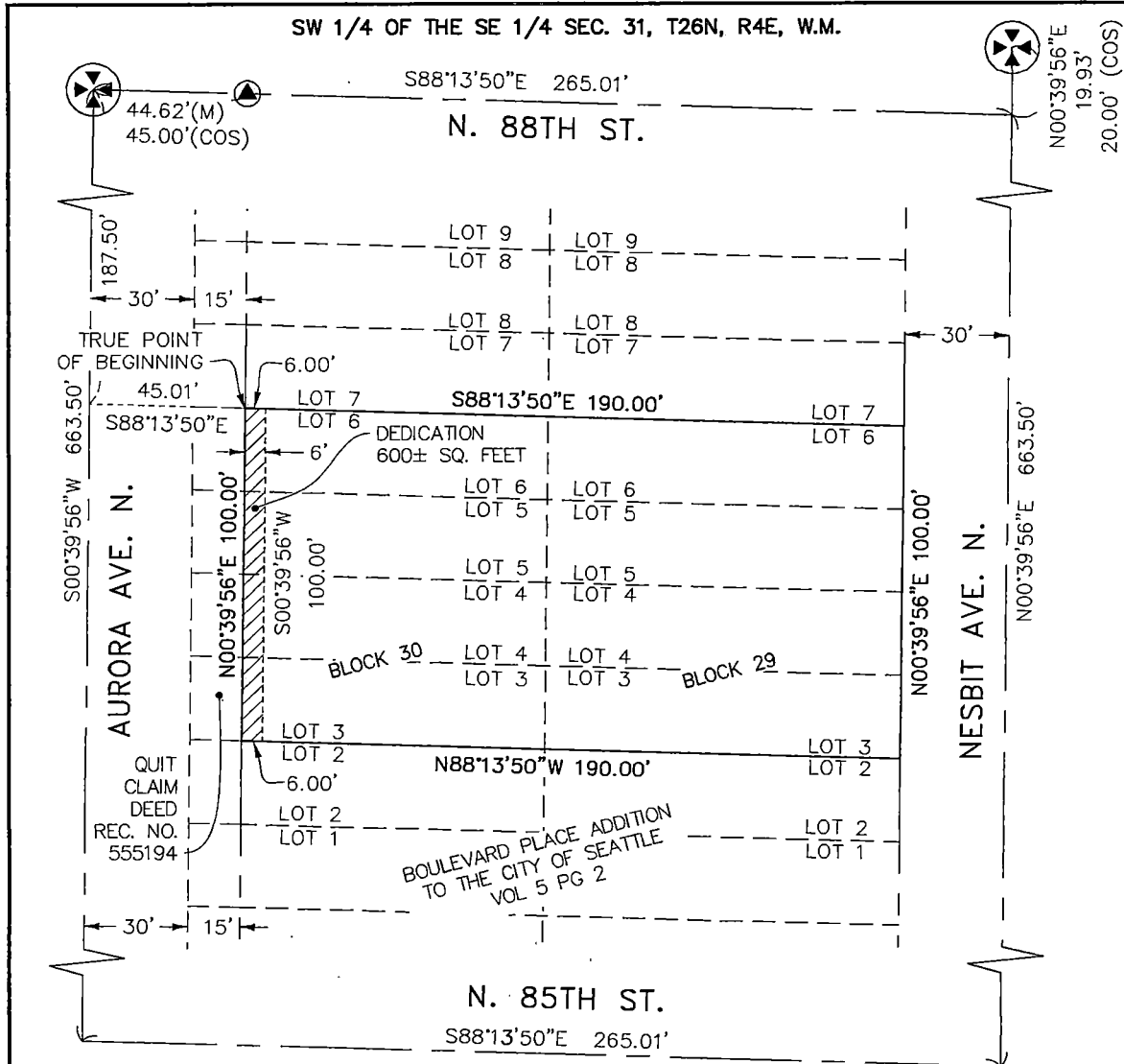
SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

CONTAINING AN AREA OF 600 SQUARE FEET, MORE OR LESS.



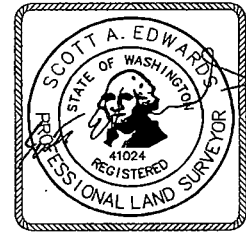
DESC  
8610 AURORA AVE. N.  
SCOTT EDWARDS, P.L.S.  
BRH JOB NO. 2020140.02  
NOVEMBER 05, 2021  
BUSH, ROED & HITCHINGS, INC.  
2009 MINOR AVENUE EAST  
SEATTLE, WA 98102  
(206) 323-4144

Exhibit B



( IN FEET )  
 1 inch = 50 ft.

DRAWN BY: SAE  
 CHECKED BY: OQR



11/05/2021

DEDICATION  
 DESC  
 8610 AURORA AVENUE N.  
 SEATTLE WASHINGTON



**BUSH, ROED & HITCHINGS, INC.**  
 LAND SURVEYORS & CIVIL ENGINEERS  
 2009 MINOR AVE. EAST (206) 323-4144  
 SEATTLE, Washington DATE: 11/05/2021  
 98102-3513 JOB NO.: 2020140.02

Record Date:12/13/2021 11:52 AM

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



**20211213000862**

EASEMENT Rec: \$207.50  
12/13/2021 11:52 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: .....Turin, 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 16, Block 8, Oak Lake Villa Tracts, Vol 18, pp 33  
Assessor's Tax Parcel ID#: .....Portion of 630000-0635

RW T2021-52

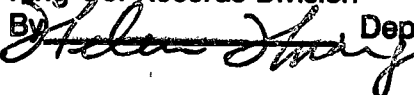
GRANTOR, **TURIN, LLC**, a Washington limited liability company, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Grantee, **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, an easement for public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

SEE EXHIBIT A AND EXHIBIT 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.

EXCISE TAX NOT REQUIRED


King Co. Records Division

By  Deputy

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 22<sup>nd</sup> DAY OF NOVEMBER, 2021.

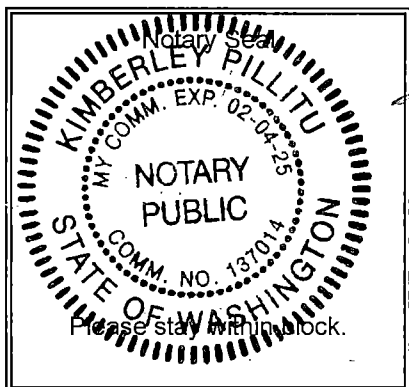
**TURIN, LLC,**  
a Washington limited liability company,

By:   
Cameron Fellows, Authorized Signatory

STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Cameron Fellows** 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 **TURIN, LLC**, a Washington limited liability limited company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: Nov, 22, 2021



*Kimberley Pillitu*  
\_\_\_\_\_  
Notary (print name) KIMBERLEY PILLITU  
Notary Public in and for the State of Washington,  
residing at Kenmore  
My Appointment expires 2-4-25

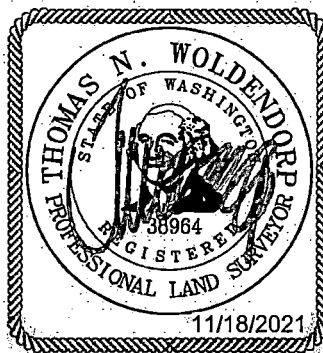
EXHIBIT A  
LEGAL DESCRIPTION

EASEMENT LEGAL DESCRIPTION

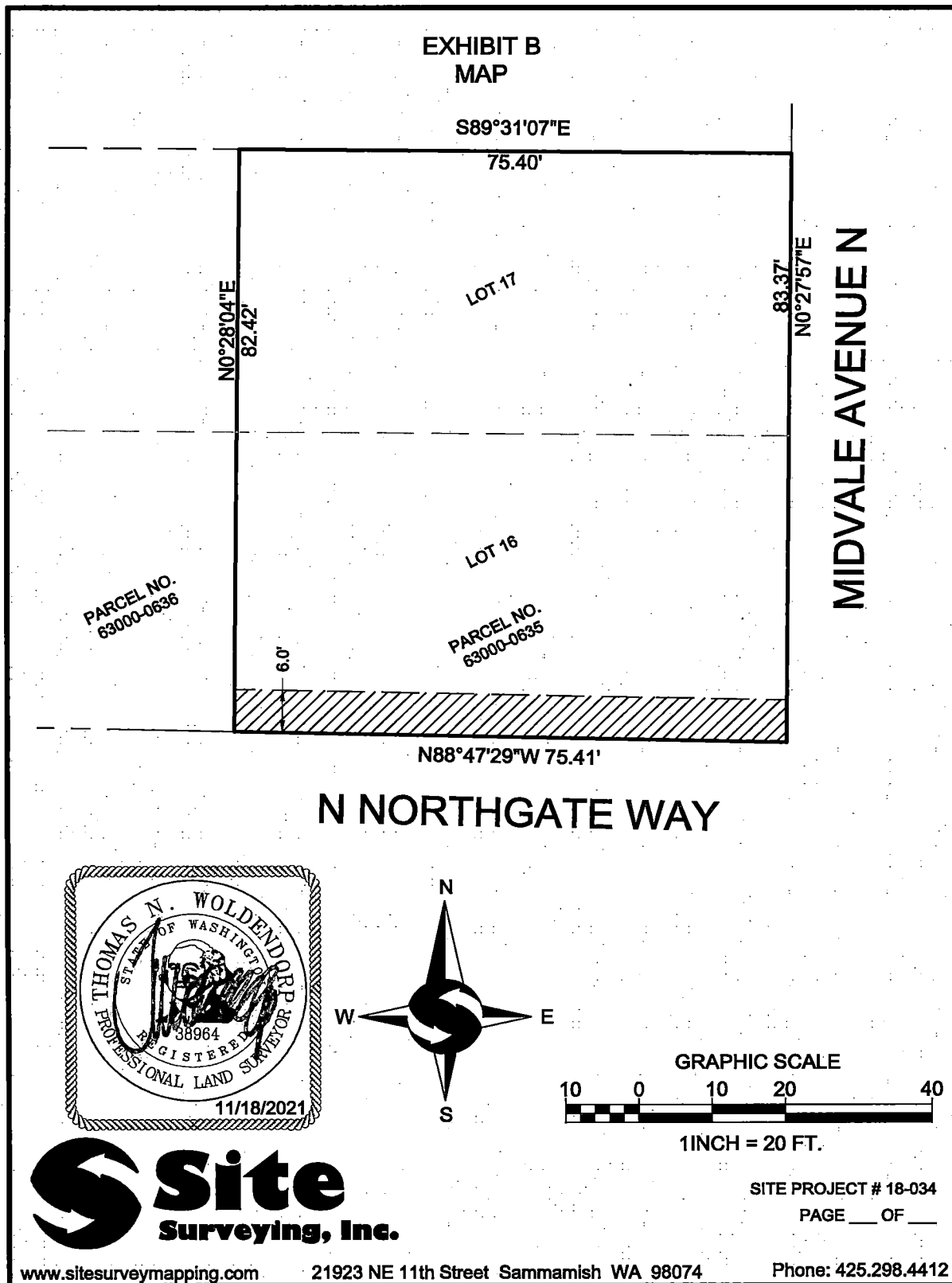
THE SOUTH 6 FEET OF LOT 16, BLOCK 8, OAK LAKE VILLA TRACTS,  
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 18 OF PLATS,  
PAGE 33, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE WEST 47 FEET.

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



SITE PROJECT # 18-034  
PAGE \_\_\_ OF \_\_\_



Record Date:12/13/2021 11:51 AM

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



**20211213000859**

EASEMENT Rec: \$209.50  
12/13/2021 11:51 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: .....Genoa, 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 4, 5, and 6, Block 44, Central Seattle, Vol 1, pp 57  
Assessor's Tax Parcel ID#: .....Portion of 149830-2724

RWT2021-53

GRANTOR, **Genoa, 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 EXHIBIT A AND EXHIBIT 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.

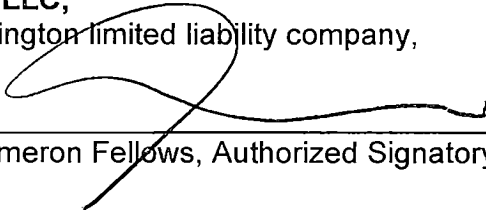
EXCISE TAX NOT REQUIRED  
King Co. Records Division  
By Helen Huang, Deputy



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 22<sup>ND</sup> DAY OF NOVEMBER, 2021.

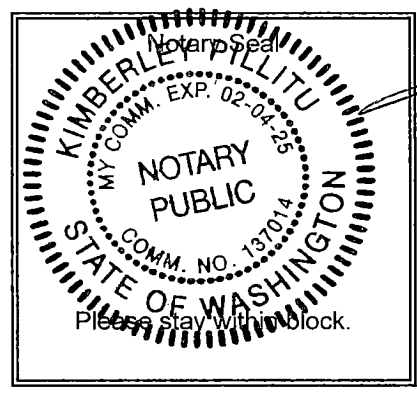
**Genoa, LLC,**  
a Washington limited liability company,

By:   
\_\_\_\_\_  
Cameron Fellows, Authorized Signatory

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **Cameron Fellows** 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 **GENOA, LLC**, a Washington limited liability limited company, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED: Nov, 22, 2021



*Kimberley Tilkutu*  
\_\_\_\_\_  
Notary (print name) KIMBERLEY TILKUTU  
Notary Public in and for the State of Washington,  
residing at 1920 MORE  
My Appointment expires 2025

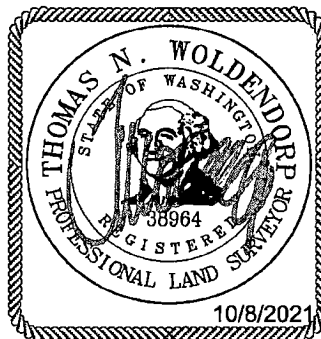
EXHIBIT A  
LEGAL DESCRIPTION

EASEMENT LEGAL DESCRIPTION

THAT PORTION OF THE NORTH 12.5 FEET OF LOT 4 TOGETHER WITH ALL OF LOTS 5 AND 6, BLOCK 44, CENTRAL SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6; THENCE, ALONG THE EAST MARGIN OF 23RD AVENUE SOUTH, S01°24'06"W 109.00 FEET; THENCE N38°11'52"E 4.40 FEET; THENCE N01°23'10"E 41.72 FEET; THENCE N01°23'47"E 44.56 FEET; THENCE N34°53'41"E 3.55 FEET; THENCE N01°24'37"E 16.24 FEET, TO THE SOUTH MARGIN OF SOUTH PLUM STREET; THENCE, ALONG SAID SOUTH MARGIN, N88°35'44"W 4.58 FEET, TO THE POINT OF BEGINNING.

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



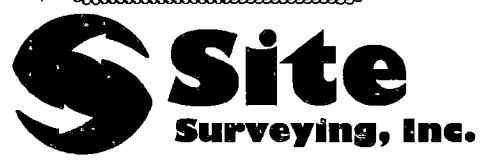
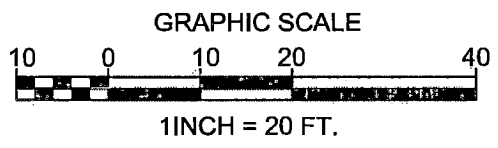
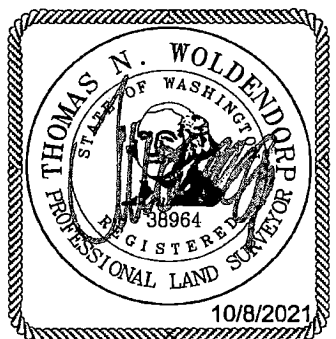
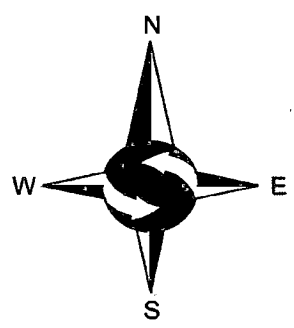
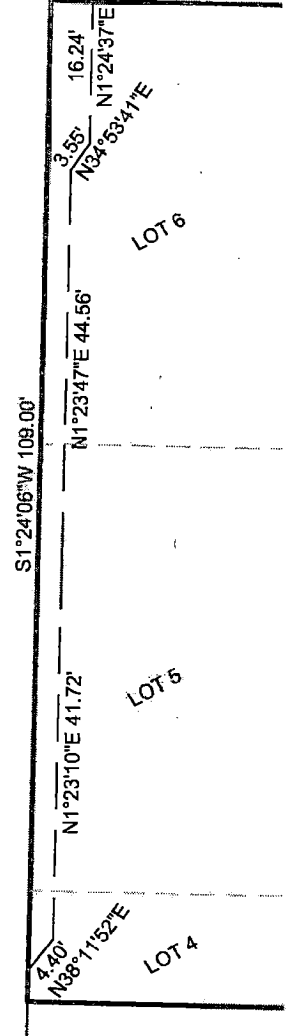
SITE PROJECT # 20-026  
PAGE 4 OF 7

EXHIBIT B  
MAP

S PLUM STREET

N88°35'44"W  
4.58'

23RD AVENUE S



SITE PROJECT # 20-026  
PAGE 5 OF 7

**SUBORDINATION AGREEMENT**

The undersigned, **First Republic Bank**, a state chartered bank, as owner and holder of the Deed of Trust, Fixture Filing, Assignment of Rents, and Security Agreement, under King County Recording Number 20200304001475 (Deed of Trust), State of Washington, being on the same property described in favor of **Genoa, 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 DAY OF December, 2021.

**First Republic Bank**, a state chartered bank

By:   
BARBARA PALMER

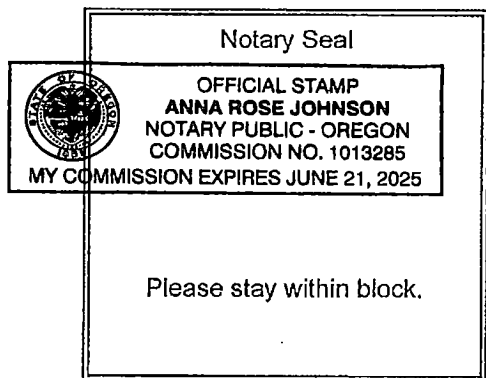
Print Name: Regional Manager


Title: \_\_\_\_\_

STATE OF Oregon )  
 ) ss.  
COUNTY OF Multnomah )

I certify that I know or have satisfactory evidence that Barbara Palmer 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 Regional Manager of **First Republic Bank**, a 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: December 1, 2021.



  
Notary (print name) Anna Rose Johnson  
Notary Public in and for the State of Oregon,  
residing at 947 SW Broadway Portland, OR 97205  
My Appointment expires June 21, 2025

Record Date:12/13/2021 1:53 PM

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: .....1022 68<sup>th</sup>, 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 and B, LBA No. 3036465-LU (also known as Lots  
 22, 23, and 24, Block 4, James' Div. of Green Lake Add., Vol 4, pp 41)  
 Assessor's Tax Parcel ID#: .....Portion of 365870-0470 and 365870-0475

RW T2021-54

GRANTOR, **1022 68<sup>th</sup>, 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.

Page 1 of 8 pages

Parcel Numbers 365870-0470  
 and 365870-0475

EXCISE TAX NOT REQUIRED  
 King Co. Records Division  
 By Holly Ferguson, Deputy  
 Holly Ferguson

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<sup>th</sup> DAY OF November, 2021.

**1022 68<sup>th</sup>, LLC,**  
a Delaware limited liability company,

By: Shelter Urban Partners, LLC,  
a Delaware limited liability company,  
Its: Sole Member

By: Citybird Ventures, LLC,  
A Delaware limited liability company,  
Its: Managing Member

By: Citybird Two, LLC,  
A Washington limited liability company,  
Its: Administrative Member

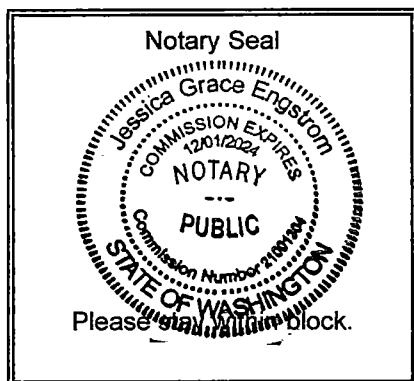
By:   
\_\_\_\_\_  
Ronald Froton, Manager




STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **Ronald Froton** 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 **Citybird Two, LLC**, a Washington limited liability company, the Administrative Member of **Citybird Ventures, LLC**, a Delaware limited liability company, the Managing Member of **Shelter Urban Partners, LLC**, a Delaware limited liability company, the Sole Member of **1022 68<sup>th</sup>, 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: 11/24, 2021



  
Notary (print name) Jessica Engstrom  
Notary Public in and for the State of Washington,  
residing at Bothell  
My Appointment expires 12/1/2024

**SUBORDINATION AGREEMENT**

The undersigned, **Goldman Sachs Bank USA**, a New York chartered bank, as owner and holder of the Deeds of Trust, under King County Recording Numbers 20210818001830 and 20210831000558 (Deeds of Trust), State of Washington, being on the same property described in favor of **1022 68<sup>th</sup>, LLC**, a Delaware limited liability company, do 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 Deeds of Trust will be and are hereby subordinated to this grant of easement.

DATED THIS 23<sup>rd</sup> DAY OF November, 2021.

**Goldman Sachs Bank USA**, a New York chartered bank

By: 

Print Name: Jyonna Gumbay

Title: Authorized Signatory

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

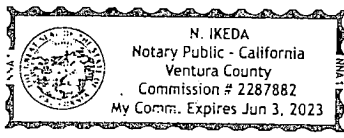
On 11/23/21 before me, N. Ikeda, Notary Public  
(insert name and title of the officer)

personally appeared Yvonne Gruenberg  
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 N. Ikeda (Seal)

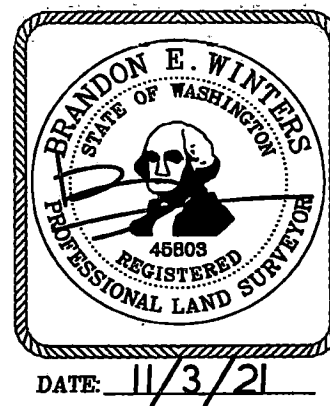


Page 5 of 8 Paged

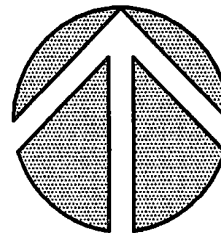
## EXHIBIT A

### DEDICATION DESCRIPTION

THE EAST 2.00 FT. OF PARCELS A AND B, CITY OF SEATTLE LOT  
BOUNDARY ADJUSTMENT NO. 3036465-LU, AS RECORDED IN VOLUME  
454 OF SURVEYS, PAGE 119, RECORDS OF KING COUNTY, WA.  
(KING COUNTY RECORDING NO. 20210915900006)



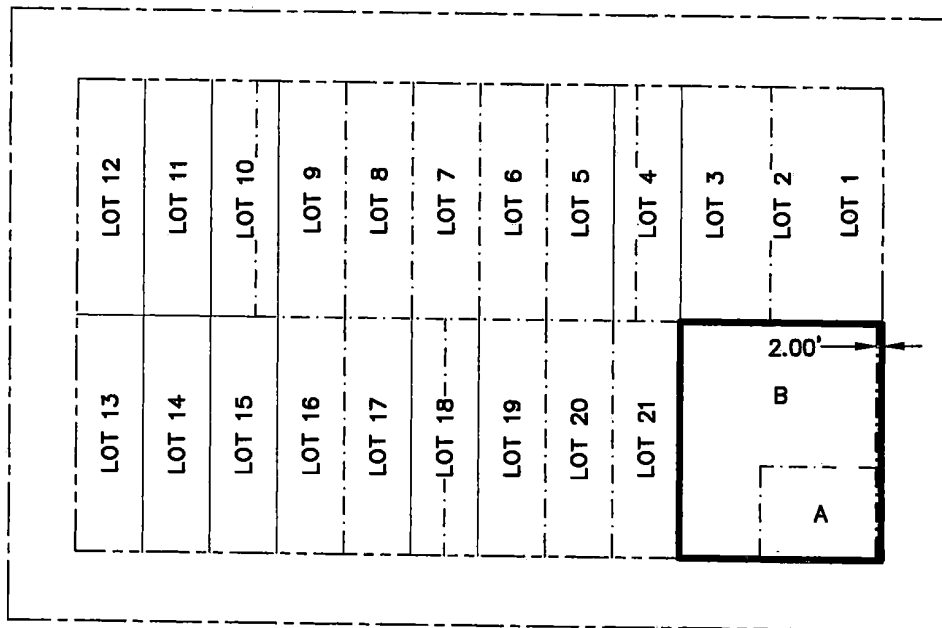
# EXHIBIT B



NORTH

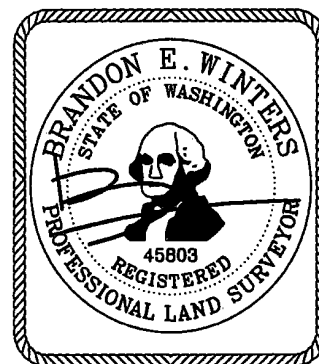
N.E. 69TH ST.

ROOSEVELT WAY N.E.



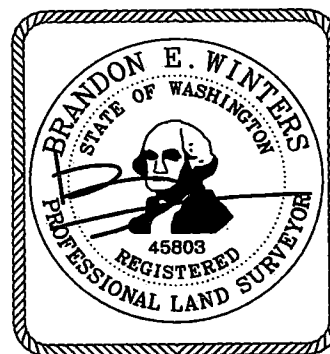
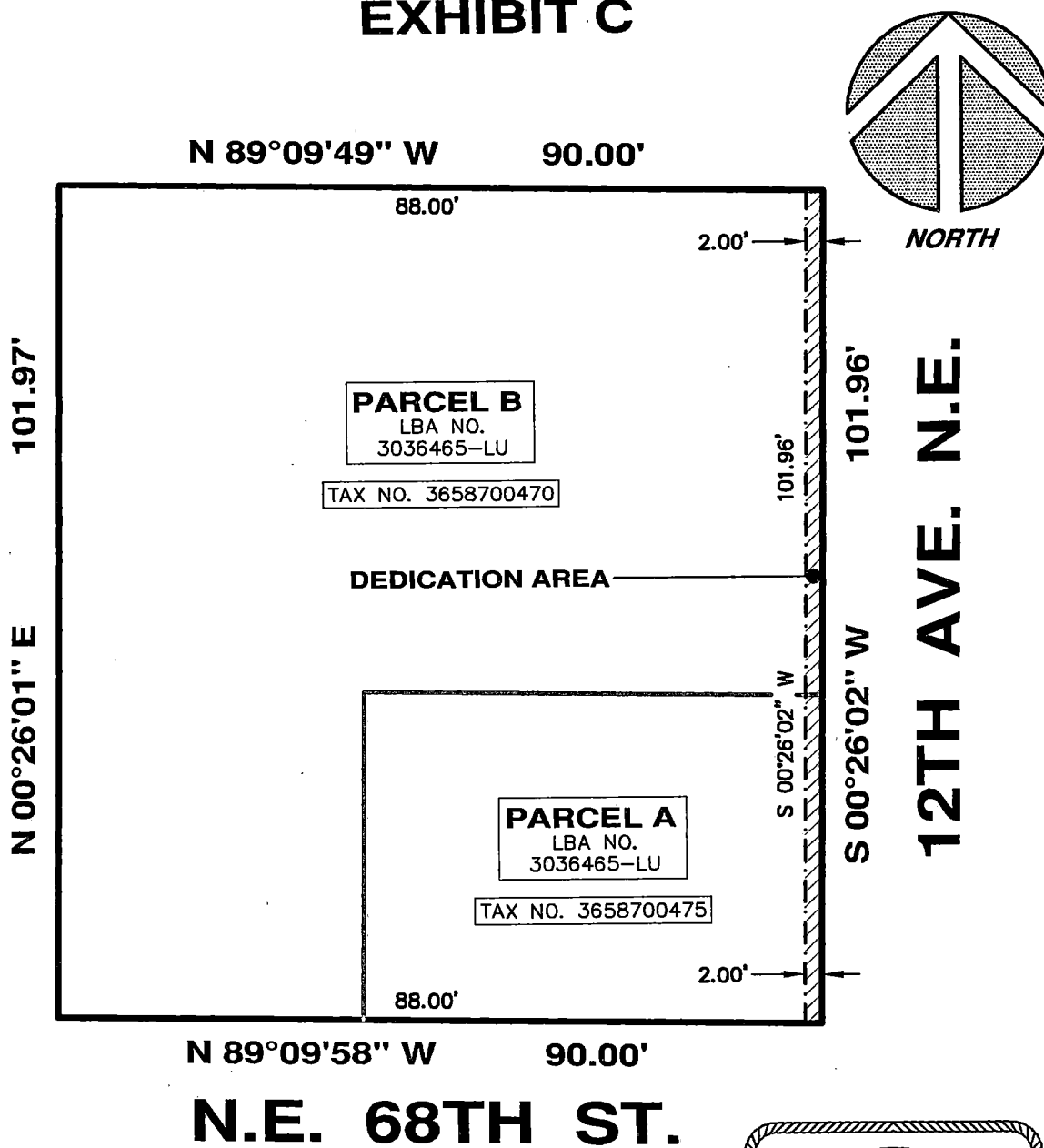
12TH AVE. N.E.

N.E. 68TH ST.



DATE: 11/3/21

# EXHIBIT C



DATE: 11/3/21

Record Date:12/13/2021 1:47 PM

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



**20211213001111**  
 EASEMENT Rec: \$210.50  
 12/13/2021 1:47 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: .....Fremont Bridge Holdings 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 1, Day, B. F., Eldorado., Vol 3, pp 139  
 Assessor's Tax Parcel ID#: .....Portion of 524480-0014, 524480-0030, and 192930-0005

RW T2021-56

GRANTOR, **FREMONT BRIDGE HOLDINGS 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 524480-0014,  
 524480-0030, and 192930-0005

EXCISE TAX NOT REQUIRED  
 King Co. Records Division  
 By Holly Ferguson, Deputy

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<sup>TH</sup> DAY OF NOVEMBER, 2021.

**FREMONT BRIDGE HOLDINGS LLC,**  
a Washington limited liability company,

By:  \_\_\_\_\_  
Joseph Patrick Wiley, Managing Member

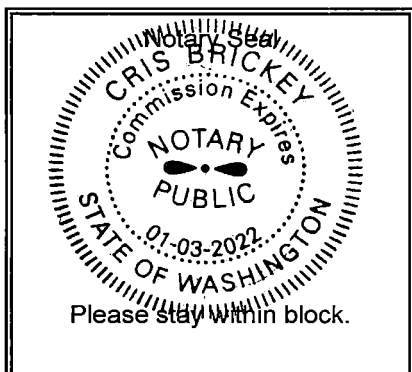
By:  \_\_\_\_\_  
Loretta Margaret Wiley, Managing Member



STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Joseph Patrick Wiley** 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 **FREMONT BRIDGE HOLDINGS 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: November 16, 2021

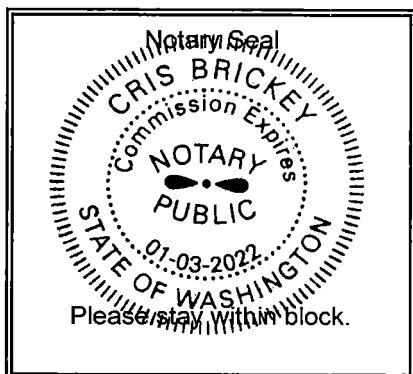


Cris Brickley  
Notary (print name) Cris Brickley  
Notary Public in and for the State of Washington,  
residing at Redmond  
My Appointment expires 1/3/2022

STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Loretta Margaret Wiley** 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 Managing Member of **FREMONT BRIDGE HOLDINGS 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: November 16, 2021



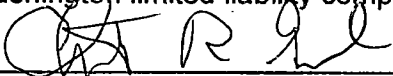
Cris Brickey  
Notary (print name) Cris Brickey  
Notary Public in and for the State of Washington,  
residing at Redmond  
My Appointment expires 1/3/2022

**SUBORDINATION AGREEMENT**

The undersigned, **JC COMMERCIAL PROPERTIES, LLC**, a Washington limited liability company, as owner and holder of the Deed of Trust, under King County Recording Number 20200501001828 (Deed of Trust), State of Washington, being on the same property described in favor of **FREMONT BRIDGE HOLDINGS 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 18<sup>th</sup> DAY OF November, 2021.

**JC COMMERCIAL PROPERTIES, LLC**,  
a Washington limited liability company

By: 

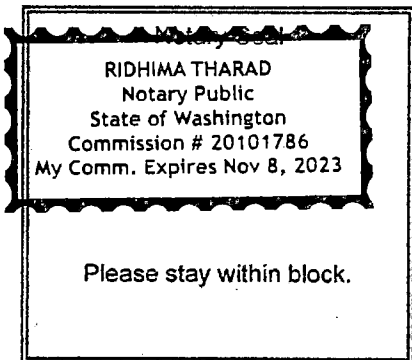
Print Name: Christopher R Gerke

Title: President

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Christopher Gerke 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 **JC COMMERCIAL PROPERTIES, 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: 11/18, 2021.



Ridhima Tharad.  
Notary (print name) Ridhima  
Notary Public in and for the State of Washington,  
residing at Seattle  
My Appointment expires Nov 8, 2023

Exhibit A  
SIDEWALK EASEMENT DESCRIPTION

OVER, UNDER, AND ACROSS A STRIP-OF-LAND BEING A PORTION OF LOTS 1 AND 2, BLOCK 1 OF B.F. DAY'S ELDORADO, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 139, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS THEREOF AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NOS. 61981 AND 62184, AS PROVIDED BY ORDINANCE NOS. 17628 AND 17629 OF THE CITY OF SEATTLE, FOR STREET PURPOSES.

EXCEPT THAT PORTION CONVEYED TO CITY OF SEATTLE, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED FEBRUARY 14, 2005 UNDER RECORDING NO. 20050214000195.

SAID STRIP-OF-LAND BEING MORE PRACTICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF THAT PORTION OF SAID LOT 1 CONVEYED TO THE CITY OF SEATTLE, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED FEBRUARY 14, 2005 UNDER RECORDING NO. 20050214000195;

THENCE NORTH 88°45'03" WEST, ALONG THE NORTH LINE OF THE CONVEYANCE DESCRIBED IN SAID WARRANTY DEED, 3.97 FEET TO THE NORTHWEST CORNER THEREOF, AND TRUE POINT OF BEGINNING OF SAID STRIP OF LAND;

THENCE SOUTH 00°23'05" EAST, ALONG THE WEST LINE OF THE CONVEYANCE DESCRIBED IN SAID WARRANTY DEED, 121.21 FEET TO THE WEST MARGIN OF 4TH AVENUE SOUTH AS PER SUPERIOR COURT CAUSE 62184;

THENCE SOUTH 01°29'33" WEST, ALONG SAID WEST MARGIN, 7.44 FEET;

THENCE SOUTHWESTERLY, ALONG SAID WEST MARGIN, AND CURVE TO THE RIGHT, WITH A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 14°02'40", AN ARC LENGTH OF 4.90 FEET, TO A POINT 1.00 FEET WESTERLY OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE CONVEYANCE DESCRIBED IN SAID WARRANTY DEED;

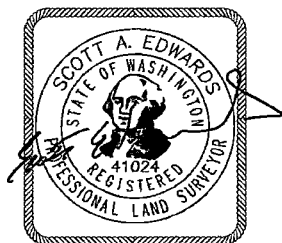
THENCE NORTH 00°23'05" WEST, PARALLEL WITH THE WEST LINE OF THE CONVEYANCE DESCRIBED IN SAID WARRANTY DEED, 130.50 FEET TO A POINT 3.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1;

THENCE NORTH 88°45'03" WEST, PARALLEL WITH SAID NORTH LINE, 7.09 FEET;

THENCE NORTH 01°14'57" EAST 3.00 FEET TO SAID NORTH LINE;

THENCE SOUTH 88°45'03" EAST, ALONG SAID NORTH LINE, 8.00 FEET TO THE TRUE POINT OF BEGINNING.

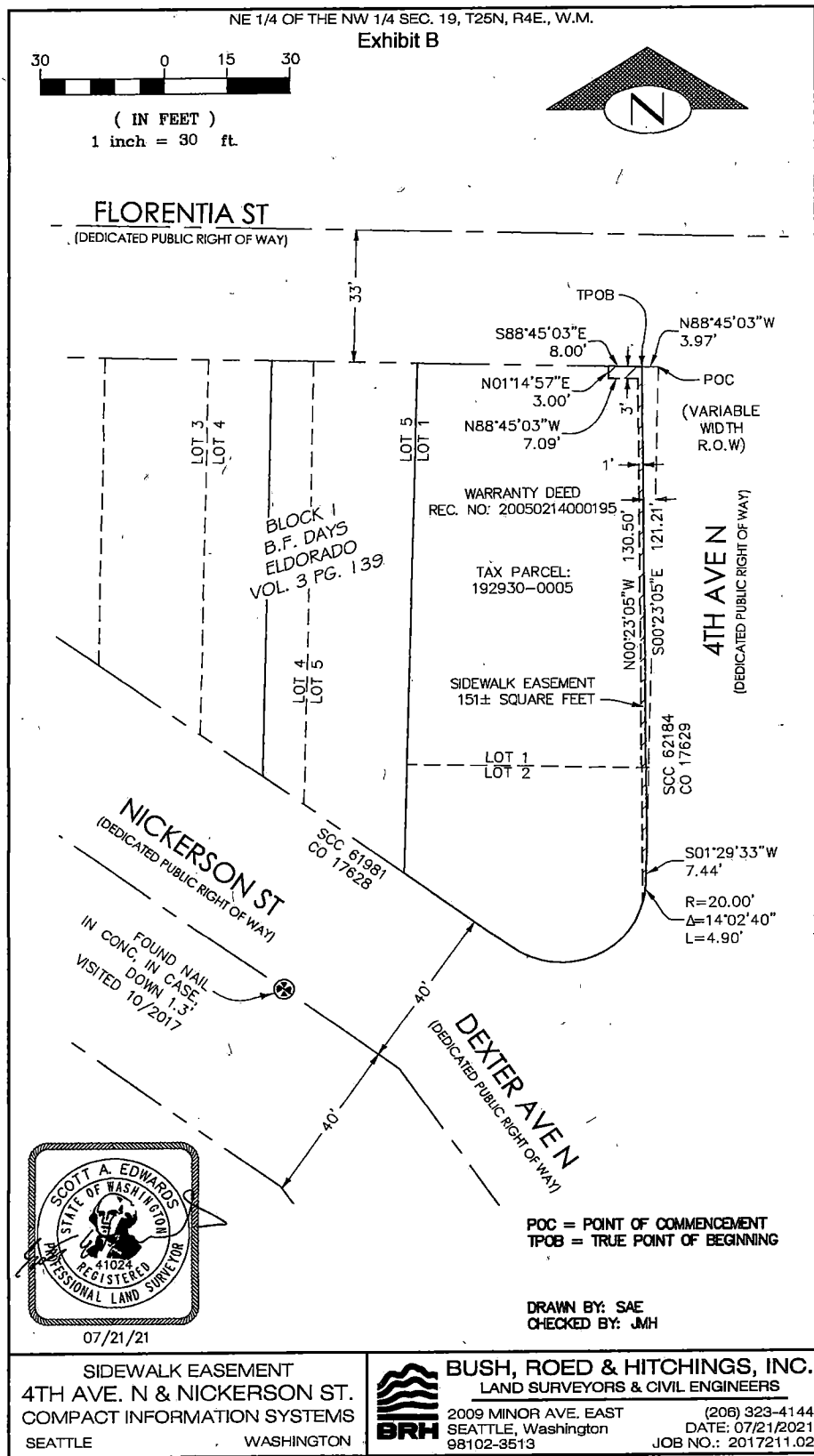
SAID STRIP OF LAND CONTAINS 151 SQUARE FEET, MORE OR LESS.



07/21/21

COMPACT INFORMATION SYSTEMS  
4TH AVENUE & NICKERSON STREET  
SCOTT EDWARDS, P.L.S. 41024  
BRH JOB NO. 2017211.02  
JULY 21, 2021

BUSH, ROED & HITCHINGS, INC.  
2009 MINOR AVENUE EAST  
SEATTLE, WA 98102  
(206) 323-4144



Record Date:2/2/2022 2:52 PM

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

DocuSign Envelope ID: B884088C-E303-468D-B6C1-E78E1D99860C

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: ..... Board of Regents of the University of Washington, a state institution of higher education and an agency of the State of Washington

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

Legal Description (abbreviated): ..... Portion of Parcel X, Seattle Lot Segregation, recorded under Recording No. 20071129900001 (situate in a portion of the SE 1/4 of the NE 1/4, Sec. 30, T26N, R4E, W. M.)

Assessor's Tax Parcel ID#: ..... Portion of 302604-9130

RW T2021-68

GRANTOR, **BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON**, a state institution of higher education and an agency 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 EXHIBIT A AND EXHIBIT B ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE

DocuSign Envelope ID: B884088C-E303-468D-B6C1-E78E1D99860C

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 28th DAY OF January, 2022.

**BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON,**  
a state institution of higher education and an agency of the State of Washington

DocuSigned by:  
*Jeanette L. Henderson*  
By: \_\_\_\_\_  
Jeanette L. Henderson,  
Executive Director of Real Estate



DocuSign Envelope ID: B884088C-E303-468D-B6C1-E78E1D99860C

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **Jeanette L. Henderson** 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 Real Estate of the **Board of Regents of the University of Washington**, a state institution of higher education and an agency 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 28th DAY OF January, 2022.



DocuSigned by:  
*Lauren Bell*  
F7ABB8E242DB446...  
\_\_\_\_\_  
Notary (print name) Lauren Bell  
\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at Seattle  
\_\_\_\_\_  
My Appointment expires 1/17/2024

**This Notarial act involved the use of communication technology.**

Exhibit A  
**EASEMENT DESCRIPTION**

AN EASEMENT BEING A PORTION OF PARCEL X, SEATTLE LARGE LOT SEGREGATION RECORDED UNDER RECORDING NUMBER 20071129900001, SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER SECTION 30, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL X;

THENCE SOUTH 88°44'14" EAST, ALONG THE NORTH LINE OF SAID PARCEL X, 974.61 FEET TO ITS INTERSECTION WITH THE WEST MARGIN OF BURKE AVENUE NORTH;

THENCE SOUTH 00°30'30" WEST, ALONG SAID WEST MARGIN, 180.76 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°30'30" WEST, ALONG SAID WEST MARGIN, 43.53 FEET;

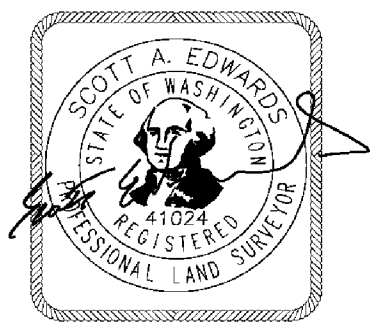
THENCE NORTH 89°29'30" WEST 4.00 FEET;

THENCE NORTH 00°30'30" EAST, PARALLEL WITH SAID WEST MARGIN, 43.53 FEET;

THENCE SOUTH 89°29'30" EAST 4.00 FEET TO THE TRUE POINT OF BEGINNING.

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

CONTAINING AN AREA OF 174 SQUARE FEET, MORE OR LESS.

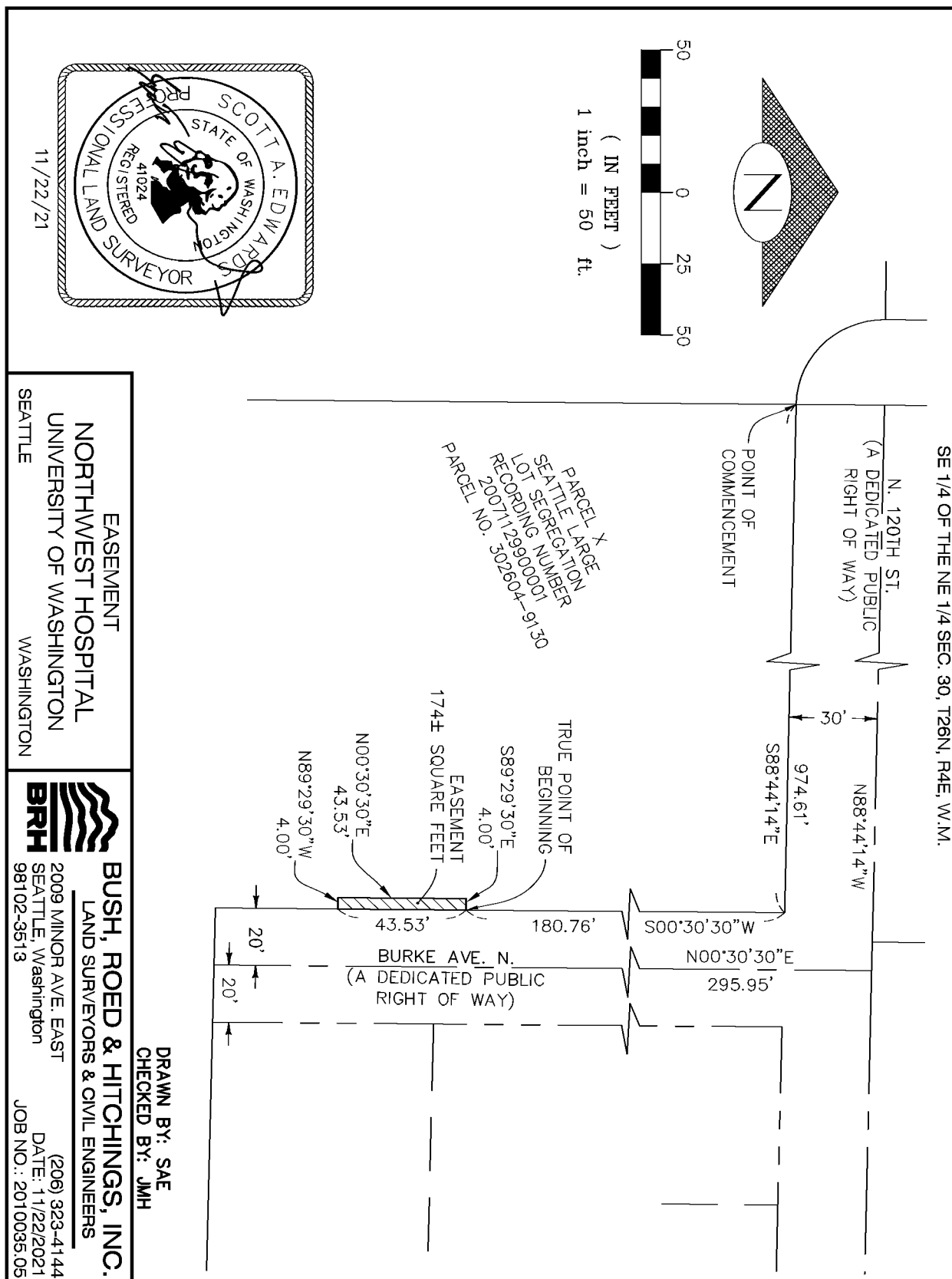


NOVEMBER 22, 2021

NORTHWEST HOSPITAL  
UNIVERSITY OF WASHINGTON  
SCOTT EDWARDS, P.L.S.  
BRH JOB NO. 2010035.05  
NOVEMBER 22, 2021  
BUSH, ROED & HITCHINGS, INC.  
2009 MINOR AVENUE EAST  
SEATTLE, WA 98102  
(206) 323-4144

DocuSign Envelope ID: B884088C-E303-468D-B6C1-E78E1D99860C

Exhibit B





**20220303000828**

EASEMENT Rec: \$209.50  
3/3/2022 2:59 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: .....NG 295 Development LLC, a Washington limited liability company  
Grantee: .....The City of Seattle, a municipal corporation of the State of Washington  
Legal Description (abbreviated): .....Portion of NW ¼ of the SE ¼ of Section 29 T26N R4E, W. M.  
Assessor's Tax Parcel ID#: ..... Portion of 292604-9163

RW T2022-01

**GRANTOR, NG 295 DEVELOPMENT 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 EXHIBIT 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.

**EXCISE TAX NOT REQUIRED**  
King Co. Records Division  
By Lisa Ohlen Deputy

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 9<sup>th</sup> DAY OF February, 2022.

**NG 295 DEVELOPMENT LLC,**  
a Washington limited liability company,

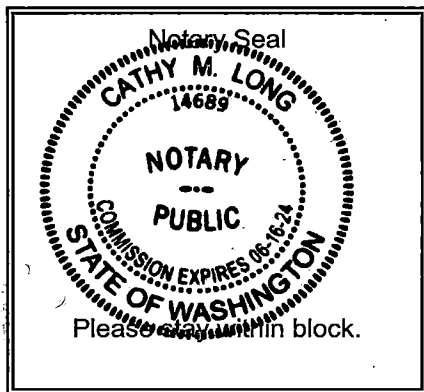
By: NG 295 Investor LLC,  
a Washington limited liability company  
Its: Sole Member

By:   
Mark Tingstad, Executive Vice President

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **Mark Tingstad** 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 Vice President of **NG 295 Investor LLC**, a Washington limited liability company, the Sole Member of **NG 295 Development 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 9th DAY OF February, 2022.



Cathy M. Long  
Notary (print name) Cathy M. Long  
Notary Public in and for the State of Washington,  
residing at Snohomish  
My Appointment expires 06.16.24

**EXHIBIT B  
SIDEWALK EASEMENT DESCRIPTION**

THAT PORTION OF THE NORTH 232 FEET OF THE SOUTH 630.5 FEET OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF;

AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF SEATTLE FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 6364964;

SAID PORTION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MONUMENT MARKING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, SAID MONUMENT ALSO MARKING THE INTERSECTION OF THE CENTERLINES OF NE NORTHGATE WAY AND ROOSEVELT WAY NE;

THENCE NORTH 00°31'24" EAST, ALONG THE EAST LINE OF SAID SUBDIVISION, AND CENTERLINE OF SAID ROOSEVELT WAY NE, 398.57 FEET TO A POINT BEING 398.5 FEET NORTH, AS MEASURED AT A RIGHT ANGLE, FROM THE SOUTH LINE OF SAID SUBDIVISION;

THENCE NORTH 88°22'48" WEST, PARALLEL WITH SAID SOUTH LINE, 38.01 FEET TO THE WEST MARGIN OF ROOSEVELT WAY NE, AS CONVEYED TO THE CITY OF SEATTLE BY DEED RECORDED UNDER RECORDING NUMBER 6364964, AND TRUE POINT OF BEGINNING;

THENCE NORTH 00°31'24" EAST, ALONG SAID WEST MARGIN, 156.81 FEET;

THENCE CONTINUING ALONG SAID WEST MARGIN, NORTH 03°23'09" EAST 48.88 FEET;

THENCE LEAVING SAID WEST MARGIN, NORTH 89°08'23" WEST 2.12 FEET;

THENCE SOUTH 01°37'32" WEST 50.08 FEET;

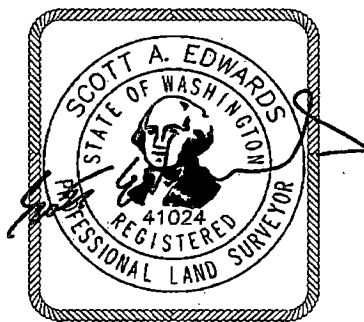
THENCE SOUTH 23°56'11" WEST 4.68 FEET;

THENCE SOUTH 00°31'24" WEST 151.22 FEET TO A LINE 398.5 FEET NORTH, AS MEASURED AT A RIGHT ANGLE, FROM THE SOUTH LINE OF SAID SUBDIVISION;

THENCE SOUTH 88°22'48" EAST, PARALLEL WITH SAID SOUTH LINE, 2.50 FEET TO THE TRUE POINT OF BEGINNING.

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

CONTAINING AN AREA OF 452 SQUARE FEET, MORE OR LESS.

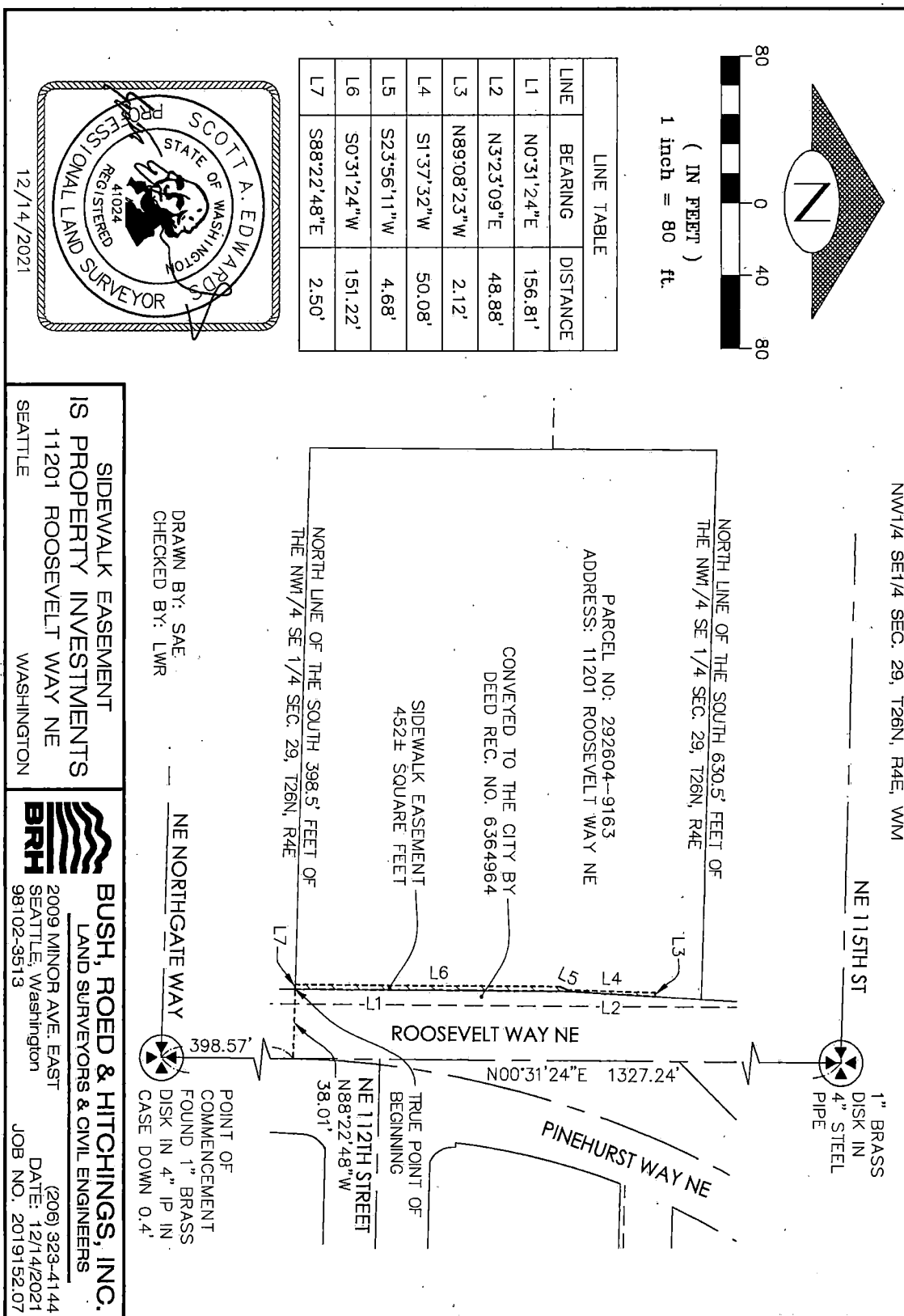


December 14 2021

IS PROPERTY INVESTMENTS, LLC  
11201 ROOSEVELT WAY NE  
SEATTLE, WASHINGTON  
SCOTT EDWARDS, P.L.S.  
BRH JOB NO. 2019152.07  
DECEMBER 14, 2021

BUSH, ROED & HITCHINGS, INC.  
2009 MINOR AVENUE EAST  
SEATTLE, WA 98102  
(206) 323-4144

Exhibit B



**SIDEWALK EASEMENT IS PROPERTY INVESTMENTS**  
 11201 ROOSEVELT WAY NE  
 SEATTLE WASHINGTON

**BUSH, ROED & HITCHINGS, INC.**  
 LAND SURVEYORS & CIVIL ENGINEERS  
 2009 MINOR AVE. EAST  
 SEATTLE, Washington  
 (206) 323-4144  
 DATE: 12/14/2021  
 JOB NO. 2019152.07



**SUBORDINATION AGREEMENT**

The undersigned, **Comerica Bank**, a Texas banking association, as owner and holder of the Deed of Trust, under King County Recording Number 20210701001109 (Deed of Trust), State of Washington, being on the same property described in favor of **NG 295 Development 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 9<sup>th</sup> DAY OF February, 2022.

**Comerica Bank**,  
a Texas banking association

By: Jonathan Ward - Jonathan Ward

Print Name: Jonathan Ward

Title: VP - Western Market

SEE CALIFORNIA NOTARY, ATTACHED →

**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.

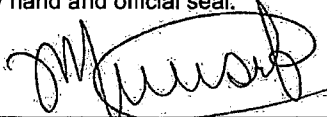
State of California  
County of Orange

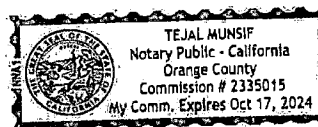
On Feb 9th 2022 before me, Tejal Munsif, Notary Public  
(insert name and title of the officer)

personally appeared Jonathan Ward  
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)



*Attached - Subordinate Agreement*

*Page 7 of 7 Pages*

Record Date:3/22/2022 4:23 PM

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



20220322001640

EASEMENT Rec: \$207.50  
3/22/2022 4:23 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: ..... Real Estate Investment Properties, 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 X, LBA No. 3037167-LU, recorded under King County Recording No. 20211110900005 (also known as Lot 8, Block 8, Cedar Park, Vol.26 of Plats, pp 19)  
Assessor's Tax Parcel ID#: ..... Portion of 145360-2405

RW T2022-02

GRANTOR, **REAL ESTATE INVESTMENT PROPERTIES, 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 EXHIBIT 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

**EXCISE TAX NOT REQUIRED**  
King Co. Records Division  
By Holly Ferguson, Deputy  
Holly Ferguson

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 9<sup>th</sup> DAY OF March, 2022.

**REAL ESTATE INVESTMENT PROPERTIES, LLC,**  
a Washington limited liability company,

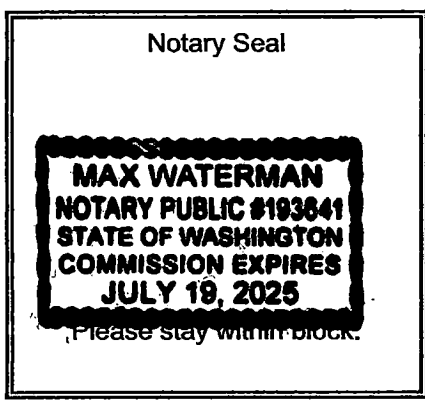
By: \_\_\_\_\_

  
Steven Rauf, Managing Member

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **Steven Rauf** 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 **REAL ESTATE INVESTMENT PROPERTIES, 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 9th DAY OF March, 2022.



Max Waterman  
Notary (print name) Max Waterman  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My Appointment expires 7/19/25

EXHIBIT A

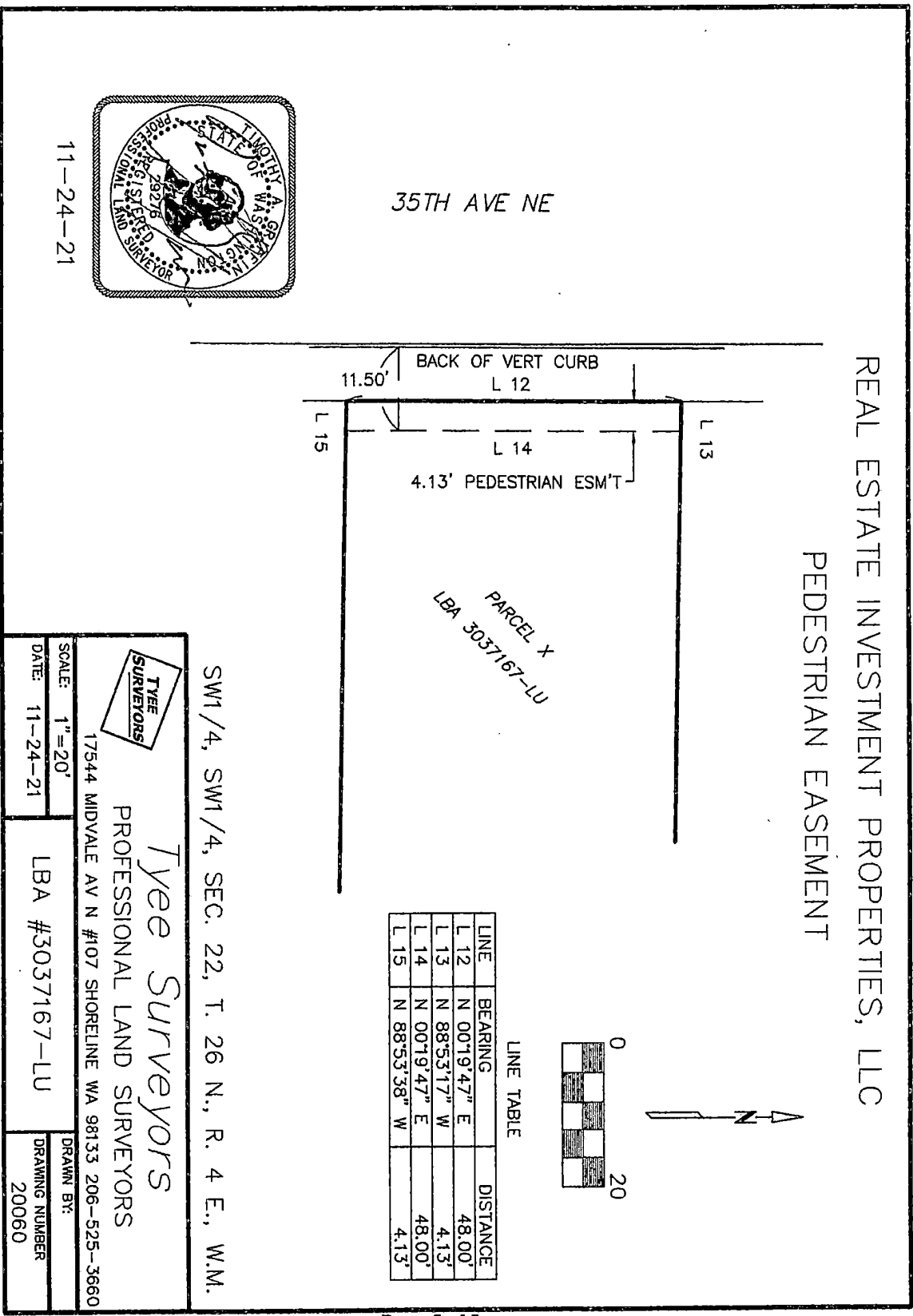
REAL ESTATE INVESTMENT PROPERTIES, LLC  
PEDESTRIAN EASEMENT

THE WEST 4.13 FEET OF PARCEL X CITY OF SEATTLE LOT BOUNDARY  
ADJUSTMENT NUMBER 3037167-LU AS RECORDED UNDER RECORDING NUMBER  
2021111090005 BEING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST  
QUARTER OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 4 EAST W.M., KING  
COUNTY, WASHINGTON.



11-24-21

EXHIBIT B



REAL ESTATE INVESTMENT PROPERTIES, LLC  
 PEDESTRIAN EASEMENT

35TH AVE NE

BACK OF VERT CURB  
 L 12

11.50'

L 13

L 14

4.13' PEDESTRIAN ESM'T

L 15

PARCEL X  
 LBA 3037167-LU

SW1/4, SW1/4, SEC. 22, T. 26 N., R. 4 E., W.M.



*Tyee Surveyors*  
 PROFESSIONAL LAND SURVEYORS

17544 MIDVALE AV N #107 SHORELINE WA 98133 206-525-3660

SCALE: 1" = 20'

DATE: 11-24-21

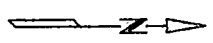
LBA #3037167-LU

DRAWN BY:

DRAWING NUMBER  
 20060

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L 12 | N 00°19'47" E | 48.00'   |
| L 13 | N 88°53'17" W | 4.13'    |
| L 14 | N 00°19'47" E | 48.00'   |
| L 15 | N 88°53'38" W | 4.13'    |

LINE TABLE



Record Date: 3/22/2022 4:25 PM

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: .....First and Roy LP, a Washington limited partnership  
 Grantee: .....The City of Seattle, a municipal corporation of the State of Washington  
 Legal Description (abbreviated): .....Portion of Lots 1 and 8, Block 11, Mercer's Add., Vol 1, pp 171  
 Assessor's Tax Parcel ID#: .....Portion of 545730-0410

RW T2022-06

GRANTOR, **FIRST AND ROY, LP**, a Washington 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 7 pages

Parcel Number 545730-0410

EXCISE TAX NOT REQUIRED  
 King County Records Division  
 By Holly Ferguson, Deputy

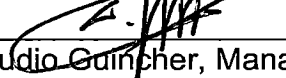


This Agreement and each of the terms, provisions, conditions, and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land.

DATED THIS 16<sup>th</sup> DAY OF March, 2022.

**FIRST AND ROY LP,**  
a Washington limited partnership,

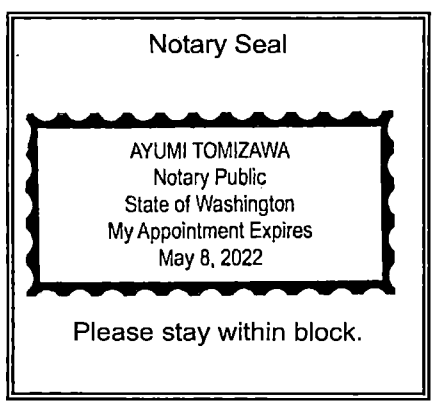
By: CPI First and Roy LLC,  
a Washington limited liability company,  
Its: General Partner

By:   
\_\_\_\_\_  
Claudio Guincher, Manager

STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Claudio Guincher** 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 **CPI First and Roy LLC**, a Washington limited liability company, the General Partner of **First and Roy LP**, a Washington 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: March 16, 2022.



*Ayumi Tomizawa*  
\_\_\_\_\_  
Notary (print name) Ayumi Tomizawa  
Notary Public in and for the State of Washington,  
residing at Bellevue  
My Appointment expires May 8, 2022

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

**LEGAL DESCRIPTION:**

THE SOUTHERLY 1.00 FEET OF LOTS 1 AND 8 IN BLOCK 11 OF MERCER'S ADDITION TO NORTH SEATTLE, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 171, RECORDS OF KING COUNTY, WASHINGTON.

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

CONTAINING 256 SQUARE FEET, MORE OR LESS.

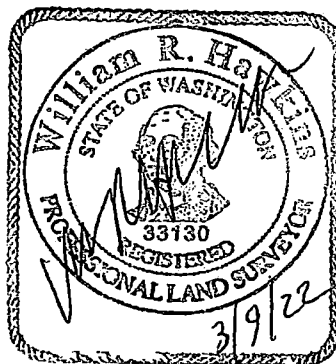
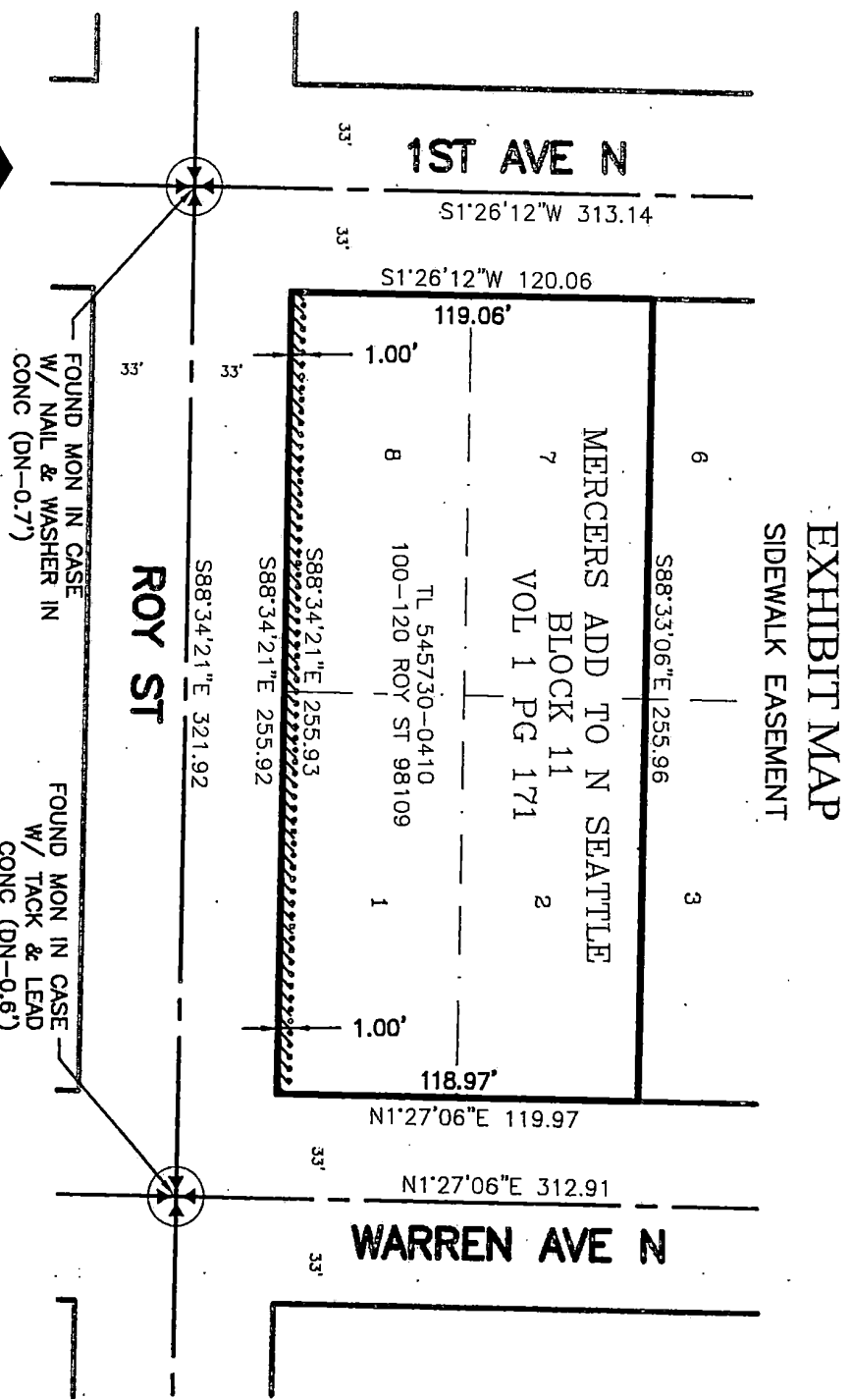


EXHIBIT B



SCALE: 1" = 60' WRH PROJ. NO.: 18354



11255 Kirkland Way, Suite 300  
 Kirkland, WA 98033  
 P. 425.827.2014 | F. 425.827.5043  
 Civil | Structural | Planning | Survey  
 www.paceengrs.com

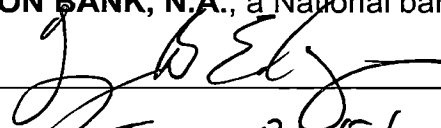


**SUBORDINATION AGREEMENT**

The undersigned, **MUFG UNION BANK, N.A.**, a National banking association, as owner and holder of the Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, under King County Recording Number 20190603000678 (Deed of Trust), State of Washington, being on the same property described in favor of **First and Roy LP**, a Washington 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 16<sup>th</sup> DAY OF March, 2022.

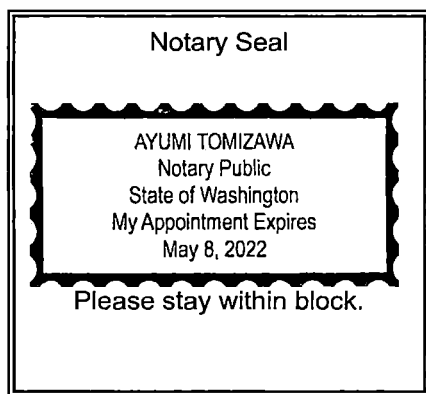
**MUFG UNION BANK, N.A.**, a National banking association

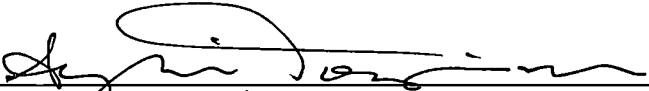
By:   
Print Name: Tracy B. Edgers  
Title: Managing Director

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that Tracy B. Edgers 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 Managing Director of **MUFG UNION 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: March 16, 2022.



  
Notary (print name) Ayumi Tomizawa  
Notary Public in and for the State of WA,  
residing at Bellevue  
My Appointment expires May 8, 2022

  
**20220330000547**  
EASEMENT Rec: \$208.50  
3/30/2022 12:18 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: ..... NWP New Heights, 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 17 and 18, Block 12, Pettit's University Add.,  
Vol. 10, pp 73  
Assessor's Tax Parcel ID#: ..... Portion of 674670-1935 and 674670-1940  
RW T2022-08

GRANTOR, **NWP NEW HEIGHTS, 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 EXHIBIT 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 6 pages Parcel Numbers 674670-1935  
and 674670-1940

EXCISE TAX NOT REQUIRED  
King Co. Records Division  
 Deputy

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 21<sup>st</sup> DAY OF March, 2022.

**NWP NEW HEIGHTS, LLC,**  
a Washington limited liability company,

By:   
Haili Song, Chief Executive Manager

Dated: 03/21/2022

By:   
Fang Wang, Chief Executive Manager

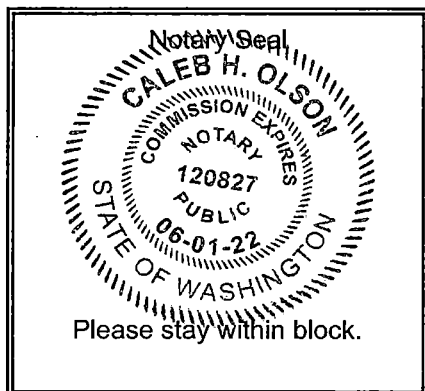
Dated: 03/21/2022



STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Haili Song** 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 Chief Executive Manager of **NWP NEW HEIGHTS, 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 21<sup>st</sup> DAY OF March, 2022.

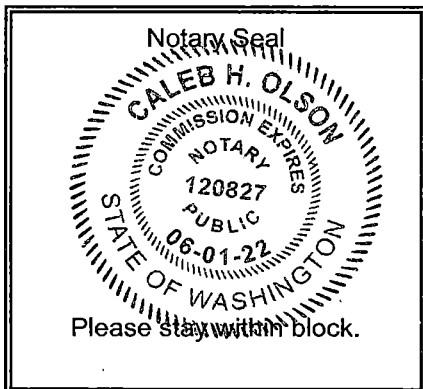


Caleb H Olson  
Notary (print name) CALEB H OLSON  
Notary Public in and for the State of Washington,  
residing at Belleme, WA 98004  
My Appointment expires 06-01-2022

STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Fang Wang** 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 Chief Executive Manager of **NWP NEW HEIGHTS, 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 21<sup>st</sup> DAY OF March, 2022.



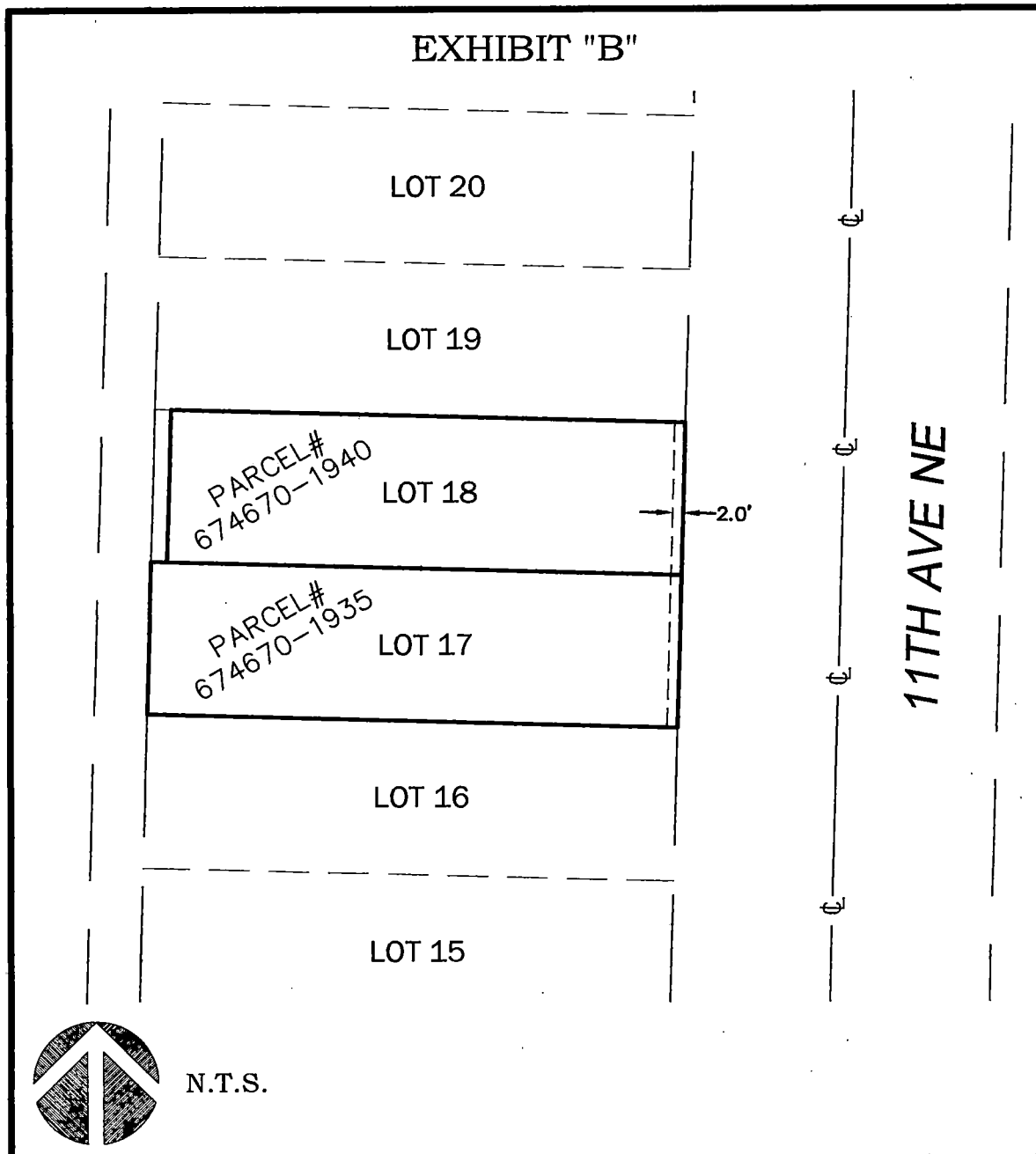
Caleb H Olson  
Notary (print name) CALEB H OLSON  
Notary Public in and for the State of Washington,  
residing at Belleve, WA 98004  
My Appointment expires 06-01-2022

EXHIBIT A

LEGAL DESCRIPTION

THE EAST 2.00 FEET OF LOTS 17 AND 18, BLOCK 12, PETTIT'S UNIVERSITY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 73, RECORDS FO KING COUNTY, WASHINGTON.





N.T.S.



**SIDEWALK  
EASEMENT**

5249 & 5251 11TH AVE NE  
SEATTLE, WA 98105  
PARCEL NO. 674670-1935  
& 674670-1940

JOB NO. 171288  
DATE: 1/31/22

**TERRANE**

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