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Clerk File No.		0 130	

Clerk File No. 310430

2009 Public Place Indemnity Agreements.

Related Legislation File:	
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Date Introduced and Referred:	To: (committee):			
Date Re-referred:	To: (committee):			
Date Re-referred:	To: (committee):			
Date of Final Action:	Disposition:			

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Date	Filed	with	City	Clerk
	Janet	-1.1	ata	
BW				

The City of Seattle - Leg	gislative	Departme	ent
Clerk File sponsored by:			, d

Date	Comi	nittee A	ction:		Vote
			e		

		6 2 2			
This file is compl	ete and ready	for presentation	to full Counc	ill.	
Date	Full Decision	Council	Action:		Vote
			,	70	•

CF No.310430

Title:2009 Public Place Indemnity Agreements.

Date Filed with City Clerk:20100128

2009 Public Place Indemnity Agreements April 19, 2010 57 Documents

310430 20090106001038 20090626 Lots 7 through 12, Block 46, D.T.Dennys Park Addit 310430 20090114000780 20090626 Lot 12, Block 129, Maynard's Lake Washington Addit 310430 20090114000912 20090626 Lot 21, Block 1, Queen Anne 2nd Addition 310430 20090115000950 20090626 Lot 3, Block 44, Rainier Beach Addition 310430 20090116000041 20090123 Lot 4, 5, 6, Block 10 cove addition to the city of 310430 20090121001141 20090626 The East 40' of Lots 18, 19, & 20, Evans & Blewett 310430 20090204000900 20090626 Lots 29 & 30, Block 3, Sturtevants Rainier Beach G 310430 20090204001140 20090626 Lots 1,2,3 & Blk #422 of Seattle Tide Lands 310430 20090209001359 20090626 Lots 7 & 8, Block 7, Cove Addition to the City of 310430 20090217000923 20090626 Lot 11 and a portion of Lot 12, Block 1, Fairview 310430 20090217001267 20090626 Lot 7, Block 8, Cascade Addition to the City of Se 310430 20090224001243 20090407 Parcel A. Lot 5, Block 4, Eastern Addition to the 310430 20090226001009 20090626 Lots 12, 13, & 14, Block 7, Central Addition to Co 310430 20090227001045 20090626 Lot 8, Block 81 Terry's 2nd Addition to the City o 310430 20090303001196 20090626 Lots 3,4,5 & 6, Block 9, Ladd's 1st Addition to th 310430 20090310000026 20090626 Lots 25,26,27,28 & 29, Block 20, Denny Fuhrman Add 310430 20090312001343 20090626 Lots 2,3, & 4, Block 11, Central Addition to Colum 310430 20090323001592 20090626 Lot 12, Block 4, Queen Anne Central Addition to th 310430 20090325000884 20090626 Lot 20, Block 19, Brookhurst 2nd Addition to the C 310430 20090408002118 20090626 Lots 8 & 9, Block 83, Burkes 2nd Addition to the C 310430 20090409000081 20090626 Lots 6,7,10 and 11, Block F, A.A. Denny's 4th Addi 310430 20090422000808 20090626 Lot 10 and the South 15' of Lot 11, Block 1, John 310430 20090422000807 20090626 Parcel A of John J. McGilvra's 2nd Addition to the 310430 20090506000745 20090626 Lot 1 thru 20, Block 4, Robinsons Tracts 310430 20090512001618 20090626 A portion of Blocks 12 and 13, Byron Addition to t 310430 20090518000141 20090626 Chief Sealth Public School 310430 20090521000579 20090626 A portion of Block 9, Goodspeeds Addition to West 310430 20090526001222 20090626 Lot #42, Rosenbaum Spring Hill 310430 20090528001257 20090626 Lots 1 & 2, Block 18, West Seattle Park Plat of th 310430 20090616001581 20090626 Lot 7, Block 36, Lake Union Addition to the City o 310430 20090623000095 20090626 Lots 4 & 5, Block 9, Ravenna Springs Park Suppl. 310430 20090629001325 20090929 Parcels A,B,C,D & E of Seattle Short Plat No. 3008 310430 2009063000995 20091228 That portion of the West one-half of the Northeast 310430 20090717000526 20090730 Lots 18 and 19, Block 2, Replat of a Portion of St 310430 20090730001756 20090929 Lots 22,23,and 24, Block 13 Gilmans Addition to th 310430 20090811001409 20090929 Pettits H C Cadd, Block 2, Platt 15 310430 20090817002217 20090929 Lots 11 & 12, Block 13, Heirs of Sarah A. Bell Add 310430 20090818001601 20090929 South Haven Addition to West Seattle 310430 20090824000824 20091229 Lots 12 through 24, Block 59, Boston Co's Plat of 310430 20090902001453 20090929 Lot 2-3. Block 45, Laws 2nd Addition to the City o 310430 20090903000419 20090929 Lot 5, Block 20, Anderson's Addition to Pontius Ad 310430 20090908000661 20091229 Lot 1, Block M, Magnolia Heights Addition 310430 20090915000606 20090929 Comstock Supl Addition 310430 20090915000776 20090929 Washington View Add & Alley Adj Plat Block 10 Plat

310430 20090922000445 20090929 Rosenbaum Spring Hill Add #2 N 1/2 & Tide Lands Ad 310430 20090929001762 20091229 Burkes 2nd Add Parcel A City of Seattle Short Subd 310430 20091001000205 20091229 The N. 75.72' of Lots 21,22,23 & 24, Block 9, Osne 310430 20091001001221 20091229 Pratts Orchard Add W 55 FT 310430 20091007000450 20091229 Lots 3,4,5, & 6, Block 27, South Seattle Addition 310430 20091008000282 20091229 W 153.92 FT of S 90 FT M/L of SE 1/4 of NW 1/4 of 310430 20091014000804 20091229 Sanders 2nd Add to WS, Plat Block 5, Plat Lot 15 t 310430 20091016000301 20091209 Lots 3 and 4, Block 11, Ravenna Springs Park Suppl 310430 20091019000366 20091229 Lot 6, Block 2, Washington Park Addition 1st Subdi 310430 20091030000241 20091229 Lots 25,26,27,28 and 29, Block 20, Denny Fuhrman A 310430 20091104000779 20091229 Dumars Highland Park Plat, Block F, Plat 4-5-6 310430 20091109002266 20091229 Lots 3 & 4, Block 33, Bell & Denny's 2nd Addition 310430 20091110000834 20091116 Lot 11, Block 31, Lake Union Shore Lands, Block 31

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996 CITY OF SEATTL AG PAGE001 OF 004 01/06/2009 12:56 KING COUNTY HA

Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
3.
4.
5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. BRE PROPERTIES, INC.
2.
[3.
4.
5.
Γ Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2.
3.
4.
5.
Additional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
Legal Description (Abbreviated: i.e. lot, block, plat of section, township, fange)
Lots 7 through 12, Block 46, D. T. Dennys Park Addition
Dots 7 through 12, block 40, D. 1. Dennys I at k Addition
Additional legal is on page of document
reductional regards on page or document
Assessor's Property Tax Parcel/Account Number
1991200600
The Auditor/Pecorder will rely on the information provided on the fame. The staff will not used the
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the
document to verify the accuracy or completeness of the indexing information provided herein.

ALLA OF SEATTLE

This indenture made and entered into the____ day of _____,20_

become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered

hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective

Indemnintor(s) Initials: 56____, _____, _____, _____, _____

corporate seals, the day and year first above written.

IN WITNESS WHEREOF, the persons above named have hereunto set their

removed.

Mully Man	Signature
Signature	Signature
hands and seals, and/or corporation to be duly executed by their respec	above named have hereunto set their above named have caused this indenture tive corporate officers thereunto duly their respective corporate seals, the
State of Washington) County of King) S.S.	
This is to certify that on thi before me, the undersigned, a not Washington, duly commissioned	s day of 20, ary public in and for the State of and sworn, personally appeared
within instrument, and acknowledged as their free and voluntary act therein mentioned.	described in, and who executed, the that they signed and sealed the same and deed, for the uses and purposes seal, the day and year first above
Notary Public i	n and for the State of Washington
Washington, duly commission appeared to to the corporation or limited liabilit instrument, and acknowledged the s voluntary act and deed of said corp for the uses and purposes therein me	ary public in and for the State of ned and sworn, personally me known to be the of y company that executed the foregoing aid instrument to be their free and coration or limited liability company, entioned, and on oath stated that they trument, and that the seal affixed is
$\ensuremath{WITNESS}$ my hand and official s written.	eal, the day and year first above

Notary Public in and for the State of Washington

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California	
County of Alameda	
On <u>Jan 05, 2009</u> before me, <u>Sher</u>	(Here insert name and title of the officer)
personally appeared <u>bradley Griggs</u>	,
the within instrument and acknowledged to me the	dence to be the person(s) whose name(s) is/are subscribed to nat he/she/they executed the same in his/her/their authorized on the instrument the person(s), or the entity upon behalf of it.
I certify under PENALTY OF PERJURY under the is true and correct.	he laws of the State of California that the foregoing paragraph Commission # 1778893 Notice - Collisionia
WITNESS my hand and official seal.	Son Francisco County MyCaren Epissoca 23, 2011
Signature of Notary Public	(Notary Seal)
ADDITIONAL O	PTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative
(Title or description of attached document)	acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
(Title or description of attached document continued)	•
Number of Pages Document Date	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
(Additional information)	 The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).

CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other

- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible.
 Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
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4.
5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. LONG, JEAN
2.
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4.
5.
Γ Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2. 3.
3.
4.
5.
Additional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
Lot 12, Block 129, Maynard's Lake Washington Addition
Additional legal is on page of document
Accounty Demonstry Tay Demonstry Name to the second
Assessor's Property Tax Parcel/Account Number
5249805070
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the
document to verify the accuracy or completeness of the indexing information provided herein.

DO JUN 26 AM 9: 31

This indenture made and entered into the $\frac{28}{2000}$ day of $\frac{1}{20000}$

By **JEAN LONG, a single person, as her separate estate,** owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy public right of way adjacent to 4901 Lake Washington Blvd. S., by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore on S. Ferinand St., encroaching into public right of way, is a four feet, (4') wide access stairway, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lot 12, Block 129, Maynard's Lake Washington Addition to the City of Seattle, according to the plat thereof as recorded in Volume 2 of Plats, page 33, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

<pre>Indemnintor(s)</pre>	Initials:	£,	 	
			 *	*

Han Song	
Agnature	Signature
Signature	Signature
hands and seals, and/or corporation to be duly executed by their respect authorized so to do, and attested by day and year first above written.	above named have hereunto set their above named have caused this indenture tive corporate officers thereunto duly their respective corporate seals, the Notary Public State of Washington
State of Washington) County of King) S.S. This is to certify that on thi	MICHAEL L JAMES MY COMMISSION EXPIRES January 9, 2012 day A A A A A A A A A A A A A
Washington, duly commissioned	ary public in and for the State of and sworn, personally appeared
to me known to be the individuals within instrument, and acknowledged as their free and voluntary act therein mentioned.	described in, and who executed, the that they signed and sealed the same and deed, for the uses and purposes seal, the day and year first above
written. Notary Public i	Lames)
Washington, duly commission appeared to the corporation or limited liabliling instrument, and acknowledged the soluntary act and deed of said corporation the uses and purposes therein m	ary public in and for the State of med and sworn, personally me known to be the of ty company that executed the foregoing aid instrument to be their free and coration or limited liability company, entioned, and on oath stated that they strument, and that the seal affixed is

WITNESS my hand and official seal, the day and year first above

Notary Public in and for the State of Washington

written.

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996

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PAGE001 OF 003		
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KING COUNTY, WA		

Document Title(s) (or transactions contained therein): 1. PUBLIC PLACE INDEMNITY AGREEMENT 2. 3. 4. Reference Number(s) of Documents assigned or released: (on page of document(s) Grantor(s) (Last name first then first name and initials) 1. BERNARDO, JOHANN V. 2. 3. 4. 5. Γ Additional names on page _____ of document Grantee(s) (Last Name first, then first name and initials) 1. City of Seattle 2. 3. 4. 5. Additional names on page _____ of document Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range) Lot 21, Block 1, Queen Anne 2nd Addition Additional legal is on page ____ of document Assessor's Property Tax Parcel/Account Number 7011200107 The Auditor/Recorder will rely on the information provided on the form. The staff will not read the

document to verify the accuracy or completeness of the indexing information provided herein.

OITY OF SEATTLE

This indenture made and entered into the 13 day of January ,2009

By JOHANN V. BERNARDO, a single person, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way</u> adjacent to 2101 10^{TR} AVENUE WEST, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore on 10th Ave. W., for approximately thirty lineal feet, (30 LF), encroaching onto public right of way, is a 2 tier retaining wall, and on W. Crockett St., encroaching onto public right of way, approximately foty two lineal feet (42 LF), is an existing retaining wall and entrance stairway, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lot 21, Block 1, Queen Anne 2nd Addition to the City of Seattle, according to the plat thereof, as recorded in Volume 3 of Plats, page 94, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to

and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

Indemninto(s)	Initials:	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\			
---------------	-----------	--	--	--	--

Signature V. Bomard	Signature	
Signature	Signature	

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington)
County of King) S.S.

This is to certify that on this 13 day of MNULLY 2019, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year first above

Side of Workington

ERICA S ROTH

Notary Public in and for the State of Washington

My Appointment Explice Jun 9, 2010

day of This is to certify that on this before me, the undersigned, a notary public in and for the State of personally and commissioned sworn, Washington, duly to me known to be the appeared the corporation or limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal, the day and year first above written.

Notary Public in and for the State of Washington

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained dictem).
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
3.
4.
5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. Brown, Christopher V.
2.
3.
4.
5.
Γ Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2.
3.
4.
5.
Additional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
Lot 3, Block 44, Rainier Beach Addition
Additional legal is on page of document
,
Assessor's Property Tax Parcel/Account Number
,
7120202715
7129302715
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the
document to verify the accuracy or completeness of the indexing information provided herein.

This indenture made and entered into the 15 day of January ,2069

By CHRISTOPHER V. BROWN, as his separate estate, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way</u> adjacent to 9688 Rainier Ave. S., by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore a wood frame garage, encroaching a maximum of 18.07'into public right of way, at a maximum of 344 square feet, per the 2008 Seattle Public <u>Utilities survey</u>, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lot 3 Block 44, Rainier Beach Addition to the City of Seattle, according to the plat thereof as recorded in Volume 8 of Plats, page 11, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

	,			
<pre>Indemnintor(s)</pre>	Initials:	M_,	 	

Signature Signature	Signature	
Digitaluic	Signature	
Signature	Signature	
IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.		
State of Washington) County of King) S.S.		
This is to certify that on the before me, the undersigned, a new Washington, duly commissioned Christophes V Brown to me known to be the individual within instrument, and acknowledge as their free and voluntary act therein mentioned. WITNESS my hand and official written. WITNESS my hand and official written.	personally appeared personally appeared who executed, the distriction of the same and deed, for the uses and purposes	
Washington, duly commissi appeared to the corporation or limited liablil instrument, and acknowledged the voluntary act and deed of said cofor the uses and purposes therein	otary public in and for the State of oned and sworn, personally of me known to be the of ity company that executed the foregoing said instrument to be their free and rporation or limited liability company, mentioned, and on oath stated that they estrument, and that the seal affixed is	
WITNESS my hand and official written.	seal, the day and year first above	

Notary Public in and for the State of Washington

CITY OF SEATTLE 2009 JAN 23 PH 1: 50
CITY CLERK

Return Address:

Seattle Department of Transportation Street Use Division PO Box 34996 Seattle, WA 98124-4996

Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT FOR SHORING SYSTEMS IN RIGHTS-OF-WAY
2.
$\begin{bmatrix} 2 \\ 3 \end{bmatrix}$.
4.
5.
Reference Number(s) of Documents assigned or released: (on page of document(s))
Grantor(s) (Last name first then first name and initials)
1. GEIVETT, JOE
3.
4.
5.
Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. The City of Seattle
2.
3.
4.
5.
Additional names on pageof documents
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
LOT 4,5,6, BLOCK 10 COVE ADDITION
Additional legal is on page of Document Assessor's
Property Tax Parcel/Account No.
179450-1131-01; 179450-1135-03; 179450-1125-
05

PUBLIC PLACE INDEMNITY AGREEMENT FOR SHORING SYSTEMS IN RIGHTS-OF-WAY

This indenture made and entered into the 5 day of <u>January</u>, 2009 by <u>JOE GEIVETT</u>, owner(s) of the real property hereinafter described and of said real property, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy a public rights-of-way adjacent to 1919 Queen Anne Avenue North along Queen Anne Avenue

North and the Alley by erecting and maintaining therein, in accordance with the application [Department Of Planning And Development Application Project Number 6179904 and Seattle Transportation Permit Number 76718 therefore a Shoring System designed to support The Public Rights-Of-Way during the construction of the development with tiebacks extending into The Public Rights-Of-Way adjacent to and to be used in connection with the following described real estate situate in King County, Washington, to wit:

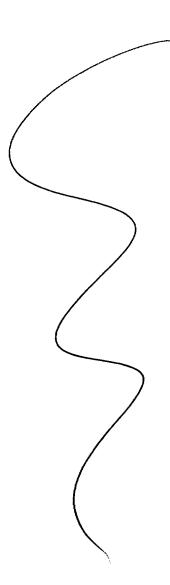
LOT 4,5,6 BLOCK 10 COVE ADDITION TO THE CITY OF SEATLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 73, IN KING COUNTY, WASHINGTON.

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, it's officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

Indemnitors Initials: _____, ____, ____,



Public Place Indemnity Agreement for Shoring Systems in Rights-Of-Way

Property Address: 1911, 1915, 1919 Queen Anne Ave N, Seattle, WA

1919 Queen Anne, LLC (Owner of the Property)

98109

BY:

BY: (SIGNATURE OF INDEMNITORS)
,,
Joe Geivett (PRINTED NAME OF INDEMNITORS)
Manager (PRINTED TITLE OF INDEMNITORS)
IN WITNESS WHEREOF; the persons above named have hereunto set their hands and seals; or the persons of the corporations above named; or the persons of the limited liability company above named have caused this indenture to be duly executed by their respective agents and company officers thereunto duly authorized so to do, and attested by their respective corporate seals, if any, the day and year first above written.
SSION ESSION
STATE OF WA
OUNTY OF KING) ss: (INDEMNITOR'S AGKNOWLEDGMENT)
On this <u>5</u> day of <u>JAN</u> , <u>2009</u> , before me a notary public in and for the state of
_, who executed the foregoing Public Place Indemnity Agreement, and acknowledged to me that <u>HE</u>
_signed and sealed said Agreement as the free and voluntary act and deed of the Indemnitors so
identified in the foregoing Agreement for the uses and purposes therein mentioned, and on oath stated
that He_is/are authorized to execute said Agreement for the Indemnitors named therein.
WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.
MARIA C UGAS (Signature of Notary Public) (Print or type name of Notary Public)
Notary Public in and for the State of <u>WA</u> residing at <u>KING</u> My commission expires <u>11 · 22 · p 9</u> .

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996

	CITY OF SEATTL PAGE001 OF 003	L2100	1141	
KING COUNTY DA	01/21/2009 13:	56		

Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
3.
4.
 5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. GIUZIO, KENNA
2. GIUZIO, JEFF
3.
4.
5.
Γ Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2.
3.
4.
5.
Additional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
The East 40' of Lots 18, 19 & 20, Evans & Blewetts Addition
Additional legal is on page of document
A
Assessor's Property Tax Parcel/Account Number
2207 400004
2397100901
·
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the
document to verify the accuracy or completeness of the indexing information provided herein.

This indenture made and entered into the 21 day of January ,2009

By <u>JEFF GIUZIO and KENNA GIUZIO, husband and wife, owner(s)</u> of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way</u> <u>adjacent to 302 West Howe Street</u>, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore <u>a garage encroaching a maximum of eight feet six inches by fourteen feet</u>, (8'6" X 14'), on the 3rd Avenue West side of property, to be used in connection with the following described real estate situate in King County, Washington, to wit:

The East 40 feet of Lots 18, 19 and 20, Block 9, Evans and Blewetts, Addition to the City of Seattle, according to the plat thereof as recorded in Volume 4 of Plats, page 36, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Indemnintor(s) Initials:

Signature	Signature Signature
Signature	Signature
hands and seals, and/or corporation to be duly executed by their respec	above named have hereunto set their above named have caused this indenture ctive corporate officers thereunto duly by their respective corporate seals, the

State of Washington)
County of King) S.S.

131654449564

This is to certify that on this 2 day of AND LEAD 20 09, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the individuals described in, and who executed, the within, instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first above written.

Notary Public in and for the State of Washington

This is to certify that on this day of before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the the corporation or limited liablility company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS $\ensuremath{\mathtt{my}}$ hand and official seal, the day and year first above written.

Notary Public in and for the State of Washington

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2. 3.
4.
5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. Lau, Stephen
2.
3.
4.
5.
Γ Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2.
3.
4.
5.
Additional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
Lots 29 & 30, Block 3, Sturtevants Rainier Beach Garden Tracts
Additional legal is on page of document
Assessor's Property Tax Parcel/Account Number
8068000405
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the

This indenture made and entered into the 4th day of February, 2009

By STEPHEN LAU, a married man, as his separate estate, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy public right of way adjacent to 5618 S. Bangor St., by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore a block retaining wall, encroaching a maximum of three feet (3') into public right of way, for a maximum of eighty lineal feet (80 LF), to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lots 29 and 30, Block 3, Sturtevants Rainier Beach Garden Tracts to the City of Seattle, according to the plat thereof as recorded in Volume 13 of Plats, page 27, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

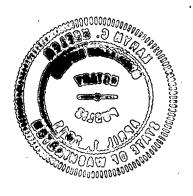
. Indemnintor(s)	Initials: _	S.L			
	1 .		•	SOLV SOLV	

Signature Jun	Signature
Signature	Signature
hands and seals, and/or corporation to be duly executed by their respec	above named have hereunto set their above named have caused this indenture tive corporate officers thereunto duly their respective corporate seals, the
before me, the undersigned, a not	s <u>4rd day of February 2009, tary public in and for the State of and sworn, personally appeared</u>
to me known to be the individuals within instrument, and acknowledged as their with voluntary act therein was in the control of the control o	described in, and who executed, the that they signed and sealed the same and deed, for the uses and purposes seal, the day and year first above

before me the resigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the of the corporation or limited liablility company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal, the day and year first above written.

Notary Public in and for the State of Washington





City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein).
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
2. 3. :
4.
4. 5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. WEST MARGINAL WAY SW, LP
2. 3.
4.
5.
Γ Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2.
3.
4.
5.
Additional names on page of document
or additional number on page or addangent
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
Lots 1, 2, 3 & 4, Blk #422 of Seattle Tide Lands
Lots 1, 2, 5 & 4, Dik #422 of Scattle Tide Lands
Additional legal is on page of document
Additional legal is on page of document
Assessor's Property Tax Parcel/Account Number
Assessor's Property Tax Parcen Account Number
7666703920
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the
document to verify the accuracy or completeness of the indexing information provided herein

OITY OF SEATTLE

This indenture made and entered into the H day of FeS, 2009

By: West Marginal Way SW, LP, a Washington Limited Partnership, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy 3601 W. Marginal Way SW, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore on the W. Marginal Place SW side of the property, an existing fence, access stairway and ecology block retaining wall, all encroaching a maximum of twelve feet (12') into public right of way, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lots 1, 2, 3 & 4, Block 422, of Seattle Tide Lands EX 01 B 377-491, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

Indemnintor(s)	Initials:	2		

all while met	
Signature	Signature
Signature	Signature

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

This is to certify that on this 4th day of work 20 09, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven betwiller

to me known to be the **individuals** described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

hand and official seal, the day and year first above otary Public in and for the State of Washington day of telerum certify that on this before me, the undersigned, a notary public in and for the State of Washington, Greven duly Defuniter to me known to be the President the corporation or limited liablility company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS must all official seal, the day and year first above written.

ry Public in and for the State of Washington

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
3.
4.
5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. Queen Anne & Crockett Investments, LLC
2.
3.
4.
5.
Γ Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
, and the second se
2. 3. 4.
И
1 5 .
Additional names on page of document
Additional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
T . T . O . D . I . T . O
Lots 7 & 8, Block 7, Cove Addition
Additional legal is on page of document
A D A TE D IVA AND I
Assessor's Property Tax Parcel/Account Number
1794500785
· .
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the
document to verify the accuracy or completeness of the indexing information provided herein

This indenture made and entered into the 6^{TH} day of _____ FEBRUARY ,2009

By QUEEN ANNE & CROCKETT INVESTMENTS, LLC, a Washington limited liability company, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way adjacent to 2103 Queen Anne Ave. N.</u>, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore <u>on the W. Crockett St. side of property</u>, installation of a <u>seating wall with planters</u>, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lots 7 and 8, Block 7, Cove Addition to the City of Seattle, according to the plat thereof, as recorded in Volume 1 of Plats, page 73, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

Indemnintar(e)	Initials:			
THOSHMITHCOL (2)	IIIIttais.	_′	 	

	TER TA	
Signature	JOE GEIVETT, MANAGER	Signature
Signature		Signature

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington) County of King) S.S.

20 This is to certify that on this____day of _ before me, the undersigned, a notary public in and for the State of sworn, personally Washington, dulv commissioned and appeared

to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year first above written.

> Notary Public in and for the State of Washington

This is to certify that on this bday of before me, the undersigned, a notary public in and fdrthe State of Washington, duly commissioned and sworn, personally appeared JOE GEIVETT to me known to be the MANAGER the corporation or limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is

Notary Public in and for the State of Washington

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
2. 3.
4. 5.
5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. Burrows John
2.
3.
4.
2. 3. 4. 5.
Γ Additional names on page of document
- 1.444
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2.
3.
4.
5.
Additional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
Lot 11 and a portion of Lot 12, Block 1, Fairview Addition; to Greenlake Addition
Additional legal is on page of document
Assessor's Property Tax Parcel/Account Number
2464400055
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the
document to verify the accuracy or completeness of the indexing information provided herein.

09 JUN 26 AM 9: 31

This indenture made and entered into the $\frac{13}{2}$ day of $\frac{13}{12}$

By JOHN BURROWS, a single man, as his separate estate, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way</u> <u>adjacent to 528 NE 79th St.</u>, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore <u>repair and/or replace existing concrete retaining wall and entrance steps</u> <u>across the property frontage</u>, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lot 11 and a portion of Lot 12, Block 1, Fairview Addition to Green Lake, and the City of Seattle, according to the plat thereof as recorded in Volume 12 of Plats, page 36, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

MANNE.	
ergnature	Signature
Signature	Signature

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington)
County of King) S.S.

This is to certify that on this 13 day of blowery 20 07, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same appeared free and voluntary act and deed, for the uses and purposes

where n mentioned.

With SS my hand and official seal, the day and year first above written:

Notary Public in and for the State of Washington

s is to certify that on this day of fine me, the undersigned, a notary public in and for the State of commissioned sworn, personally Washington, duly and to me known to be the appeared the corporation or limited liablility company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal, the day and year first above written.

Notary Public in and for the State of Washington

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996

Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
3.
4.
5.
Reference Number(s) of Documents assigned or released: (on pageof document(s)
Grantor(s) (Last name first then first name and initials)
1. Sly, Virginia
2.
3.
4.
5.
Γ Additional names on page of document
or goodiness
Grantee(s) (Last Name first, then first name and initials)
, · · · · · · · · · · · · · · · · · · ·
1. City of Seattle
2.
3.
4.
5.
Additional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
Lot 7, Block 8, Cascade Addition
Additional legal is on page of document
Accessory's Dramouty Toy Dorsel/Account Number
Assessor's Property Tax Parcel/Account Number
1.00000.000
1422200400
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document
to verify the accuracy or completeness of the indexing information provided herein.

This indenture made and entered into the 13 day of Jewwary, 2009

By **VIRGINIA SLY, as her separate estate,** owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of</u> way adjacent to 762 38th Avenue, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore a <u>retaining wall with iron fence and entrance gate, encroaching a maximum of two and one half feet (2 ½') into public right of way across the sixty feet property frontage, to be used in connection with the following described real estate situate in King County, Washington, to wit:</u>

Lot 7, Block 8, Cascade Addition to the City of Seattle, according to the plat thereof as recorded in Volume 13 of Plats, page 6, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Indemnintor(s)	Initials:	John ,	 	

Yuan J. Shy	
Signature 2/13/200	og Signature
Signature	Signature
hands and seals, and/or corporato be duly executed by their re	n(s) above named have hereunto set their tion above named have caused this indenture espective corporate officers thereunto duly ed by their respective corporate seals, the
State of Washington) County of King) S.S.	
Washington, the undersigned, a Washington, duly commission	n this 13 day of Lebnary 20 09, notary public in and for the State of and sworn, personally appeared 5/4
to me known to be the individ within instrument, and acknowled as their free and voluntary therein mentioned.	duals described in, and who executed, the edged that they signed and sealed the same act and deed, for the uses and purposes cial seal, the day and year first above
Notary Publ	to in and for the State of Washington
before me, the undersigned, a Washington, duly commi appeared the corporation or limited liab instrument, and acknowledged to voluntary act and deed of said for the uses and purposes there	to me known to be theof Dility company that executed the foregoing the said instrument to be their free and corporation or limited liability company, ain mentioned, and on oath stated that they distrument, and that the seal affixed is
$\label{eq:withers} \mbox{WITNESS my hand and offic} \\ \mbox{written.}$	ial seal, the day and year first above
2	Notary Public State of Washington DANIELLE C. BALLOU Commission Expires 8/3/2017

Notary Public in and for the State of Washington

20090224001243

KELLER CMS INC AG
PAGE001 OF 005
02/24/2009 12:20

Return Address:

Seattle Department of Transportation Street Use Division PO Box 34996 Seattle, WA 98124-4996

Document Title(s) (or transactions contained therein):			
1. PUBLIC PLACE INDEMNITY AGREEMENT FOR SHORING SYSTEMS IN RIGHTS-OF-WAY			
2.			
Reference Number(s) of Documents assigned or released: (on page of document(s))			
(on page or document(s))			
Grantor(s) (Last name first then first name and initials)			
1. Broadway – Jefferson Acquisition I, L.P.			
2.			
Additional names on page of document			
or advantage of the state of th			
Grantee(s) (Last Name first, then first name and initials)			
1. The City of Seattle			
2.			
Additional names on pageof documents			
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)			
PARCEL A - LOT 5, BLOCK 4, EASTERN ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO THE			
PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 43, RECORDS OF KING COUNTY,			
WASHINGTON. PARCEL B - LOT A, CITY OF SEATTLE SHORT SUBDIVISION NO. 9504330 RECORDED			
OCTOBER 26, 1995 UNDER RECORDING NO. 9510260354 IN KING COUNTY, WASHINGTON, AND REVISED			
UNDER INSTRUMENT RECORDED JULY 3, 1997 UNDER RECORDING NO. 9707039004 IN KING COUNTY,			
WASHINGTON. PARCEL C - LOT B, CITY OF SEATTLE SHORT PLAN NO. 9504330, AS RECORDED JULY 3,			
1997 UNDER KING COUNTY RECORDING NO. 9707039004, SAID SHORT PLAT BEING A REVISION OF CITY			
OF SEATTLE SHORT PLAT NO. 9504330, AS RECORDED UNDER KING COUNTY RECORDING NO.			
9510260354, SAID SHORT PLAT BEING DESCRIBED AS FOLLOWS: LOT 4, BLOCK 4, EASTERN ADDITION,			
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 43, RECORDS OF KING			
COUNTY, WASHINGTON. PARCEL D - LOT 3, BLOCK 4, EASTERN ADDITION TO THE TOWN OF SEATTLE.			
ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 43, RECORDS OF KING			
COUNTY, WASHINGTON.			
Additional legal is on page of Document Assessor's			
Property Tax Parcel/Account No.			
Troperty Tax Tarcen Account No.			
2107600105 2107600188 2107600100 2107600187			
2197600195, 2197600188, 2197600190, 2197600185			
Water the state of			

OILA OLE SEVILIED
CILA OLE SEVILIE
LITED

PUBLIC PLACE INDEMNITY AGREEMENT FOR SHORING SYSTEMS IN RIGHTS-OF-WAY

This indenture made and entered into the 17^{th} day of February, 2009 by Broadway - Jefferson Acquisition I, L.P., owner(s) of the real property hereinafter described and of said real property, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy a public rights-of-way adjacent to 412-426 Broadway along Broadway and along E. Jefferson

St. by erecting and maintaining therein, in accordance with the application_[Department Of Planning And Development Application Project

Number 6168205 and Seattle Transportation Permit Number 75757] therefore a Shoring System designed to support The Public Rights-Of-Way during the construction of the development with soil nails extending into The Public Rights-Of-Way adjacent to and to be used in connection with the following described real estate situate in King County, Washington, to wit:

PARCEL A

LOT 5, BLOCK 4, EASTERN ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 43, RECORDS OF KING COUNTY, WASHINGTON.

PARCEL B

LOT A, CITY OF SEATTLE SHORT SUBDIVISION NO. 9504330 RECORDED OCTOBER 26, 1995 UNDER RECORDING NO. 9510260354 IN KING COUNTY, WASHINGTON, AND REVISED UNDER INSTRUMENT RECORDED JULY 3, 1997 UNDER RECORDING NO. 9707039004 IN KING COUNTY, WASHINGTON.

PARCEL C

LOT B, CITY OF SEATTLE SHORT PLAN NO. 9504330, AS RECORDED JULY 3, 1997 UNDER KING COUNTY RECORDING NO. 9707039004, SAID SHORT PLAT BEING A REVISION OF CITY OF SEATTLE SHORT PLAT NO. 9504330, AS RECORDED UNDER KING COUNTY RECORDING NO. 9510260354, SAID SHORT PLAT BEING DESCRIBED AS FOLLOWS: LOT 4, BLOCK 4, EASTERN ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 43, RECORDS OF KING COUNTY, WASHINGTON.

PARCEL D

LOT 3, BLOCK 4, EASTERN ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 43, RECORDS OF KING COUNTY, WASHINGTON.

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, it's officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

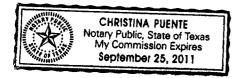
IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Public Place Indemnity Agreement for Shoring Systems in Rights-Of-Way

Proper	ty Ado	dress:	412-426	Broadway	Seattle,	WA
BY:		Broadway	- Jeffersor	n Acquisit	tion T. L	.р.
	····		the Property)	· negarare	.1011 1, 1	<u></u>
	BY:					
			ttached sign		ge	
		(PF	RINTED NAME OF	INDEMNITORS)	
		(PF	TNWED TITLE OF	TNDEMNITTOR	<u></u>	

IN WITNESS WHEREOF; the persons above named have hereunto set their hands and seals; or the persons of the corporations above named; or the persons of the limited liability company above named have caused this indenture to be duly executed by their respective agents and company officers thereunto duly authorized so to do, and attested by their respective corporate seals, if any, the day and year first above written.

STATE OF Texas COUNTY OF Dallas)) ss: (INDEMNITOR'S ACKNOWLEDGMENT))
On this 17 day of February Texas, duly co	, 2009, before me a notary public in and for the State of ommissioned and sworn, personally appeared
michael Roma, who and acknowledged to me that he signed deed of the Indemnitors so identified in the	no executed the foregoing Public Place Indemnity Agreement, I and sealed said Agreement as the free and voluntary act and a foregoing Agreement for the uses and purposes therein sare authorized to execute said Agreement for the Indemnitors
WITNESS my hand and official seal hereto (Signature of Notary Public) Notary Public in and for the State of My commission expires Sept 25	co affixed the day and year in this certificate first above written. Christing Pente (Print or type name of Notary Public) RXQS residing at DallaS



Signature page for Seattle Indemnity Agreement for 412-426 Broadway

BROADWAY-JEFFERSON ACQUISITION I, L.P.,

a Delaware limited partnership

By: Broadway-Jefferson Acquisition GP I, LLC, a Texas limited liability company, its general partner

By: Next Block Medical I, LP, a Delaware limited partnership, its sole member

> By: Next Block Medical I GP, LP, a Texas limited partnership, its general partner

> > By: Valencia GP, LLC, a Texas limited liability company, its general partner

> > > By: Valencia Capital Management, L.P., a Delaware limited partnership, its sole member

> > > > By: MJR Realty, LP, a Texas limited partnership, its general partner

> > > > > By: MJR Realty Advisors, LLC, a Texas limited liability company, its general partner

> > > > > > Michael J. Romo

Sole Mepaber

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
3.
4.
5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. DESC (Downtown Emergency Service Center) Rainier Housing LP
2.
3.
4.
5.
Γ Additional names on page of document
Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2. 3.
4.
5.
Additional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
, , , , , , , , , , , , , , , , , , , ,
Lots 12, 13 & 14, Block 7, Central Addition to Columbia
Additional legal is on page of document
Assessor's Property Tax Parcel/Account Number
14804000066
1400400000
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the
document to verify the accuracy or completeness of the indexing information provided herein.

JUN 26 AM 9: 31

This indenture made and entered into the day of Flynn, 2009

By DESC RAINIER HOUSING LP, a Washington limited partnership, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy public right of way adjacent to 5270 Rainier Ave. S., by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore a six feet(6') high fence, encroaching seven feet (7') into the unimproved alley right of way, for fifteen and one half lineal feet 15'6" LF), to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lots 12, 13 and 14, Block 7, Central Addition to Columbia and the City of Seattle, according to the plat thereof as recorded in Volume 14 of Plats, page 14, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

	May AM	
	/ Imm X//Kes	
	Signature	Signature
	Signature	bighadard
	•	
	Signature	Signature
	hands and seals, and/or corporation to be duly executed by their respec	above named have hereunto set their above named have caused this indenture ctive corporate officers thereunto duly y their respective corporate seals, the
	State of Washington) County of King) S.S.	
MINIMAL STATE OF THE PARTY OF T	Washington, duly commissioned William 6. Hobson to me known to be the individuals William instrument, and acknowledged William instrument, and	tary public in and for the State of and sworn, personally appeared described in, and who executed, the distribution that they signed and sealed the same and deed, for the uses and purposes seal, the day and year first above and for the State of Washington
	before me, the undersigned, a no Washington, duly commission appeared to the corporation or limited liabliling instrument, and acknowledged the voluntary act and deed of said corporation the uses and purposes therein the corporate seal of said corporations.	tary public in and for the State of oned and sworn, personally me known to be the of ity company that executed the foregoing said instrument to be their free and eporation or limited liability company, mentioned, and on oath stated that they estrument, and that the seal affixed is
	written.	

Notary Public in and for the State of Washington

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996

Document Title(s) (or transactions contained therein): 1. PUBLIC PLACE INDEMNITY AGREEMENT 2. 3. Reference Number(s) of Documents assigned or released: (on page of document(s) Grantor(s) (Last name first then first name and initials) 1. King County 2. 3. Γ Additional names on page _____ of document Grantee(s) (Last Name first, then first name and initials) 1. City of Seattle 3. Additional names on page _____ of document Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range) Lot 8, Block 81 Terry's 2nd Addition Additional legal is on page ___ of document Assessor's Property Tax Parcel/Account Number 8590900216 The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

SE LIV 97 MOF SI

OTTY OF SEATTLE

Haren	n WIG		
Signature		Signature	
Signature	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Signature	

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington)
County of King) S.S.

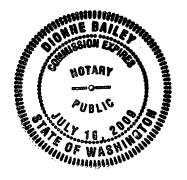
This is to certify that on this 25 day of 7 day of 7 day 2009, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared 4 de Nelly Manager Real Estate Services - King County to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year first above written.

Notary Public in and for the State of Washington

This is to certify that on this day of before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally to me known to be the appeared the corporation or limited liablility company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal, the day and year first above: written.



Notary Public in and for the State of Washington

This indenture made and entered into the 25 day of February, 2009

By KING COUNTY, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way adjacent to 908 Jefferson St.</u>, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore three (3) concrete planter boxes, at a maximum of two feet (2') high, located on <u>public right of way</u>, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lot 8, Block 81, Terry's 2^{nd} Addition to the City of Seattle, according to the plat thereof as recorded in Volume 1 of Plats, page 87, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

~	a Almi		
Indemnintor(s)	Initials:	 	

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996

2009030300 PLYMOUTH POULT AG PAGE001 OF 003 03/03/2009 12:22 KING COUNTY, WA

44.00

Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
3 , ·
4.
5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. PLYMOUTH POULTRY COMPANY
2. 3.
3.
4 .
5
Γ Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2.
2. 3.
4 .
5 .
Additional names on page of document
or document
Legal Description (Abbrewieted) in let blade also
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
Lots 3, 4, 5, & 6, Block 9, Ladd's 1st Addition
Additional legal is on page of document
Assessor's Property Tax Parcel/Account Number
• •
7376600710
The Auditor/Recorder will volv on the information
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the
document to verify the accuracy or completeness of the indexing information provided herein.
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This	indenture	made	and	entered	into	the_		_ day	of.		, 20
By desci	Plymouth ribed and,	<u>Poultr</u> herei	y Co naft	ompany, er calle	owner	r(s) e ind	of lemn:	the itors	real	property	hereinafter

WITNESSETH

That for and in consideration of permission to occupy public right of way adjacent to 704 S. Snoqualmie St., by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore an exit landing with stairs and handrail encroaching a maximum of four and one half feet (4 12') by fourteen lineal feet (14 LF) into public right of way, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lots 3, 4, 5 & 6, Block 9, Ladds First Addition to the City of Seattle, according to the plat thereof as recorded in Volume 10 of Plats, page 75, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this ve

ringenture co	o pe conta ex	ecuted by th	eir respective	corporate	<pre>coffice:</pre>
thereunto di	uly authorized	iso to do,	and attested	bv their	respecti
corporate se	als, the day a	nd year first	above written.		p
	(MO			
Indemnintor (s) Initials:	79 B			
	_		 '	 ′	
		•		1	

Signature Signature Signature

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington)
County of King) s.s.

This is to certify that on this day of 20 , before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared

to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year first above written.

Notary Public in and for the State of Washington

This is to certify that on this 3 day of MARCH 2009 before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared SIEVEBLOCK to me known to be the Resolve Town of the corporation or limited liablility company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

written. WITNESS my hand with mofficial seal, the day and year first above written.

Notary Public in and for the State of Washington

MARLENGE

ON LOT

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
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5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials) 1. ESSEX EASTLAKE UNION LP
2. Knoblock, Bucot A.
3.
4.
5.
Γ Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2.
3.
4.
5.
Additional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
Lots25, 26, 27, 28 & 29, Block 20, Denny Fuhrman Add.
, , , , , , , , , , , , , , , , , , , ,
Additional legal is on page of document
Assessor's Property Tax Parcel/Account Number
19597011330
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

This indenture made and entered into the Jun day of Much ,2009

By ESSEX EASTLAKE UNION, LP, a Washington limited partnership, owner(s) of the real property hereinafter described and of said real property, hereinafter called the indemnators.

WITNESSETH

That for and in consideration of permission to occupy public right of way adjacent to 2851 Eastlake Ave. E., by installing and maintaining therein, in accordance with the submitted application, therefore encroachments, on the Eastlake Ave. E. side of property, with awning, roof overhang and building totaling 398 sq. ft. and encroachments, on the E. Shelby St. side of property, with deck and building totaling 27 square feet, used in connection with the following described real estate situate in King County, Washington, to wit:

Lots 25, 26, 27, 28 and 29, Block 20, Denny Fuhrman Addition to the City of Seattle, according to the plat thereof as recorded in Volume 7, of Plats, page 34, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever hold and save the City of Seattle free and harmless from any and all claims, actions or damages of every kind and description, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnators that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations or limited liability company above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Initials:	_1//C	 	
	y ·		

ACKNOWLEDGMENT

State of California County of Santa Clara)	
On _March 2, 2009	before me,	Elisa M. Taylor, Notary Public
	•	(insert name and title of the officer)
personally appearedBruce A.	Knoblock	
who proved to me on the basis of sa subscribed to the within instrument his/her/their authorized capacity(ies	atisfactory e [,] and acknow), and that b	vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJU paragraph is true and correct.	JRY under t	ELISA M. TAYLOR Commission # 1818918
WITNESS my hand and official seal	l.)	Motary Public - California Santa Clara County My Comm. Expires Nov 16, 2012
Signature		_ (Seal)

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996

Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
3 .
2.3.4.5.
5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. COLUMBIA CITY GREEN ON 34TH LLC
3.
2. 3. 4. 5.
k.
Γ Additional names on page of document
or document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2.3.4.5.
р. И
τ. 5
Additional names on page of document
Additional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
Legal Description (Abbreviated: i.e. lot, block, plat of section, township, range)
Lots 2, 3 & 4 Block 11, Central Addition to Columbia
Lots 2, 5 & 4 Diock 11, Central Addition to Columbia
Additional legal is on page of document
reductional regar to on page or document
Assessor's Property Tax Parcel/Account Number
1604601686
1004001000
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the
document to verify the accuracy or completeness of the indexing information provided herein.

XSE TO ALLO

CITY OF SEATTLE

This indenture made and entered into the 26 day of FEBNARY, 2009

By <u>Columbia City Green on 34th LLC, a Washington limited liability partnership,</u> owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way</u> adjacent to 4108 34th Ave. S., by installing and maintaining therein, <u>in accordance with the submitted application and approved plan</u>, therefore <u>on the 34th Ave. S. side of property, an entrance stairway with handrail and a rockery encroaching into public right of way to be used in connection with the following described real estate situate in King County, Washington, to wit:</u>

Lots 2, 3 and 4, Block 11, Claremont of Seattle, according to the plat thereof as recorded in Volume 10 of Plats, page 68, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Indemnintor(s)	Initials:	,	,	,	

A Mar de	
Signature	Signature
ANTHONY F. CASE	
Signature	Signature
hands and seals, and/or corporation to be duly executed by their respec	above named have hereunto set their above named have caused this indenture tive corporate officers thereunto duly their respective corporate seals, the
State of Washington) County of King) S.S.	·
within instrument, and acknowledged as their free and voluntary act therein mentioned. WITNESS my hand and official written.	described in, and who executed, the that they signed and sealed the same and deed, for the uses and purpose.
Notary Public in	and for the State of Mashord of Asia
Washington, duly commission appeared to the corporation or limited liabliling instrument, and acknowledged the voluntary act and deed of said corporation the uses and purposes therein materials.	tary public in and for the State of ned and sworn, personally me known to be the of the company that executed the foregoing said instrument to be their free and poration or limited liability company, mentioned, and on oath stated that they strument, and that the seal affixed is
WITNESS my hand and official written.	seal, the day and year first above

Notary Public in and for the State of Washington

2

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996

Document Title(s) (or transactions contained therein):	
1. PUBLIC PLACE INDEMNITY AGREEMENT	
2.	
3.	
4.	
5.	
Reference Number(s) of Documents assigned or released: (on page of document(s)	_
Grantor(s) (Last name first then first name and initials)	
1. JACQUES, MARC A.	
2.	
3.	
4.	
5.	
Γ Additional names on page of document	
Grantee(s) (Last Name first, then first name and initials)	
1. City of Seattle	
2.	
3.	
4.	
5 .	
Additional names on page of document	
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)	
Lot 12, Block 4, Queen Anne Central Addition	
Dot 12, broth 1, Queen raine contrarraducture	
Additional legal is on page of document	
reactional regal is on page of document	
Assessor's Property Tax Parcel/Account Number	
Assessor 8 Froperty Tax Farces Account Number	
#040000P	
7013200295	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read	the
document to verify the accuracy or completeness of the indexing information provided herein.	

This indenture made and entered into the 23rd day of EBRUARY, 2009

By MARC A. JACQUES, as his separate estate, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way adjacent to 2415 3rd Avenue West</u>, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore replace an existing 3'8" high rockery, encroaching into public right of way, at a maximum of the 40 feet of property width, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lot 12, Block 4, Queen Anne Central Addition to the City of Seattle, according to the plat thereof as recorded in Volume 12 of Plats, page 80, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Indemnintor(s)	Initials		
indemnintor (5)	'Illiciais.	 	

All in	
Signafure	Signature
Signature	Signature

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington)
County of King) S.S.

This is to certify that on this 23rd day of REPUREY 2009, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally MARC A. JACQUES to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. seal, the day and year first CATHERINE C. CLARK WITNESS my hand and official written. STATE OF WASHINGTON the Ostary Publicatington Public in and for COMMISSION EXPIRES This is to certify that on this __ 12-10-11 day of ____ before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the the corporation or limited liablility company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is

WITNESS my hand and official seal, the day and year first above written. $\ensuremath{\mbox{}}$

Notary Public in and for the State of Washington

the corporate seal of said corporation.

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996

Document Title(s) (or transactions contained therein): 1. PUBLIC PLACE INDEMNITY AGREEMENT 3. 4. Reference Number(s) of Documents assigned or released: (on page of document(s) Grantor(s) (Last name first then first name and initials) 1. NASH, LISA DROST 2. NASH, ROBERT JOSEPH 3. 4. Γ Additional names on page _____ of document Grantee(s) (Last Name first, then first name and initials) 1. City of Seattle 3. Additional names on page of document Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range) Lot 20, Block 19, Brookhurst 2nd Addition Additional legal is on page ___ of document Assessor's Property Tax Parcel/Account Number 1139000225 The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

This indenture made and entered into the day of,20
By ROBERT JOSEPH NASH and LISA DROST NASH, husband and wife, owner(s) of the real property hereinafter described and, hereinafter called the
WITNESSETH
That for and in consideration of permission to occupy public right of way adjacent to 10753 Palatine Ave. N., by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore an existing retaining wall, encroaching into alley right of way two feet (2') at a maximum height of four feet (4') for thirty six lineal feet (26 LF), to be used in connection with the following described real estate situate in King County, Washington, to wit:
Lot 20 Block 19, Brookhurst 2 nd Addition to the City of Seattle, according to the plat thereof as recorded in Volume 19 of Plats, page 18, King County, Washington
For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.
This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.
It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed. IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this
indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.
Indemnintor(s) Initials:

Down Mash	·
Signasure	Signature
Signature	Signature

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington) County of King) s.s.

This is to certify that on this 24 day of March 20 09, before me, the undersigned, a notary public in and for the State of duly commissioned and sworn, personally appeared LISA NASH AND ROBERT J. MASH to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes

as their free and voluntary act and deed, for the uses and purposes

A Bong ITNESS my hand and official seal, the day and year first above

Notary Public in and for the State of Washington

Public Maskington me, the undersigned, a notary public in and for the State of washington appeared

A Bong ITNESS my hand and official seal, the day and year first above

Notary Public in and for the State of Washington and Solve in and for the State of washington appeared appeared to me known to be the the corporation or limited liablility company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

> WITNESS my hand and official seal, the day and year first above written.

> > Notary Public in and for the State of Washington

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996

Document 1 Itie(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
3.
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5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. TINNER, CHERYL A. (CT)
2. TINBER, IVAN L. (Jt.)
3.
4.
5.
d Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2.
3.
4.
5.
Additional names on page of document
1 0
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
Lots 8 & 9, Block 83, Burkes 2nd Addition
Additional legal is on page of document
Assassar's Property Tay Parcel/Assaunt Number

1250204805

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

This indenture made and entered into the day of and, 2000

By IVAN L TINDER and CHERYL A. TINDER husband and wife, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy South Holgate
Shoreline Street End public right of way adjacent to 1732 Lakeside Ave.

S., by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore a 5633 square feet of chainlink fencing, and sliding electric gate, including underground electrical power, key pad and knox box, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lots 8 and 9, Block 83, Burkes 2^{nd} Addition to the City of Seattle, according to the plat thereof as recorded in Volume 1 of Plats, page 248, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

<pre>Indemnintor(s) Initials</pre>	: <u>- T</u> ,	W.	
------------------------------------	----------------	----	--

Signature	ndu Signature
Signature	Signature

Washington

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

corporate sears, the day and year lirst above written.
State of Washington) County of King) S.S.
This is to certify that on this 3 day of 100 200,
Washington, duly commissioned and sworn, personally appeared
to me known to be the individuals described in and who executed, the within instrument, and acknowledged the knowledged and sealed the sam as their free and voluntary act and deed, for the uses and purposes therein mentioned. WHYNESS my hand and official seal, the day applorar first above
Notary Public in and to the of Washington This is to certify that on this day of 2007
before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the of the corporation or limited liablility company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liabilit company, for the uses and purposes therein mentioned, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.
WITNESS my hand and officining the day and year first above written.

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996

CUSTOMER AG 45.00 PAGE001 OF 004 04/09/2009 09:05 KING COUNTY, WA

Document Title(s) (or transactions contained therein):	
1. PUBLIC PLACE INDEMNITY AGREEMENT	
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Reference Number(s) of Documents assigned or released: (on page of document(s)	
Grantor(s) (Last name first then first name and initials)	_
1. HARBOR PROPERTIES, INC.	
2.	
3.	
4.	
5.	
Γ Additional names on page of document	
Grantee(s) (Last Name first, then first name and initials)	
1. City of Seattle	
2.	
3.	
4.	
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·	
Additional names on page of document	
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)	
at.	
Lots 6,7,10 and 11, Block F, A. A. Denny's 4th Addition	
Additional legal is on page of document	
·	
Assessor's Property Tax Parcel/Account Number	
7877100020	
/U//IUUU&U ·	
The Auditor/Recorder will rely on the information provided on the form. The staff will not reach	d the
document to verify the accuracy or completeness of the indexing information provided herein.	

This indenture made and entered into the 8^{7H} day of April 2009

By HARBOR PROPERTIES, INCCORPORATED, a Washington limited liability company, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy public right of way adjacent to 98 UNION ST. aka: 1419 1ST AVE., by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore two (2) sets of stanchions, on the Union St. side of property, encroaching a maximum of eleven feet ten inches by twelve feet, (11'10" by 12'), for 132 square feet, into public right of way supporting a glass canopy, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lots 6, 7, 10 and 11 Block F, A.A. Denny's 4th Addition to the City of Seattle, according to the plat thereof as recorded in Volume 1 of Plats, page 69, King County, Washington, except the Easterly nine feet (9') thereof heretofore condemned in District Court Suit No. 7092 for widening 1st Avenue, as provided under Ordinance No. 1129 of the City of Seattle.

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction of the construction of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholey of a temporary nature, vests no permanent rights whatsoeter and that it thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

		/	
Indemnintor(s) Init	ials: <u>////</u>		

By! Harbon Properties, Inc.	
Signature Its president	Signature
Signature	Signature
hands and seals, and/or corporation to be duly executed by their respect	above named have hereunto set their above named have caused this indenture tive corporate officers thereunto duly their respective corporate seals, the
State of Washington) County of King) S.S. This is to certify that on thi before me, the undersigned, a not Washington, duly commissioned	s the day of the state of and sworn, personally appeared
Douglas Dalev	
within instrument, and acknowledged as thauttonice and voluntary act	described in, and who executed, the that they signed and sealed the same and deed, for the uses and purposes
MOTARY J. Bey	seal, the day and year first above J. Beth Forbes and for the State of Washington
"UBLIV I F	s day of, ary public in and for the State of ned and sworn, personally
be or the undersigned a not	ary public in and for the State of
Washington duly commission	ned and sworn, personally
appeared to	me known to be the of
the corporation or limited liablility	ty company that executed the foregoing
voluntary act and deed of said corp for the uses and purposes therein me	paid instrument to be their free and coration or limited liability company, entioned, and on oath stated that they trument, and that the seal affixed is on.

WITNESS my hand and official seal, the day and year first above written.

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



2. 3. 4. 5. Reference Number(s) of Documents assigned or released: (on page of document(s) Grantor(s) (Last name first then first name and initials) 1. GREEN, PAMELA 2. GREEN, JOSHUA III 3. 4. 5. Γ Additional names on page of document Grantee(s) (Last Name first, then first name and initials) 1. City of Seattle 2. 3. 4. 5. Additional names on page of document Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range) PARCEL A of John J. McGilvra's 2 nd Addition Additional legal is on page of document Assessor's Property Tax Parcel/Account Number 5317100686 The Auditor/Recorder will rely on the information provided on the form. The staff will not read the	Document Title(s) (or transactions contained therein):
4. 5. Reference Number(s) of Documents assigned or released: (on page of document(s) Grantor(s) (Last name first then first name and initials) 1. GREEN, PAMELA 2. GREEN, JOSHUA III 3. 4. 5. Γ Additional names on page of document Grantee(s) (Last Name first, then first name and initials) 1. City of Seattle 2. 3. 4. 5. Additional names on page of document Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range) PARCEL A of John J. McGilvra's 2 nd Addition Additional legal is on page of document Assessor's Property Tax Parcel/Account Number 5317100686 The Auditor/Recorder will rely on the information provided on the form. The staff will not read the	1. PUBLIC PLACE INDEMNITY AGREEMENT
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4. 5.	2. GREEN, JOSHUA III
5. Γ Additional names on page of document Grantee(s) (Last Name first, then first name and initials) 1. City of Seattle 2. 3. 4. 5. Additional names on page of document Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range) PARCEL A of John J. McGilvra's 2 nd Addition Additional legal is on page of document Assessor's Property Tax Parcel/Account Number 5317100686 The Auditor/Recorder will rely on the information provided on the form. The staff will not read the	3.
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This indenture made and entered into the 12 day of November ,2008

By JOSHUA GREEN III and PAMELA GREEN, husband and wife, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way adjacent to 414 McGilvra Blvd. E.</u>, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore a six feet (6') high wrought iron fence, at a maximum of one hundred seventy six lineal feet (176 LF), with an automated vehicle entrance gate, bordered by a concrete bollard column, encroaching a minimum of two feet (2') behind the concrete sidewalk, to be used in connection with the following described real estate situate in King County, Washington, to wit:

PARCEL A of that portion of Tract #143, replat of John J. McGilvra's addition to the City of Seattle, according to the plat thereof as recorded in Volume 13 of Plats, page 34, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Indemnintor(s) Initials: ## , PKD, _____,

1 for Greent	
Sifferine & Green	Signature
Signature	Signature .
hands and seals, and/or corporation to be duly executed by their respec	above named have hereunto set their above named have caused this indenture tive corporate officers thereunto duly their respective corporate seals, the
State of Washington)	

This is to certify that on this 12 day of November 20 08, before me, the undersigned, a notary public in and for the State of and Washington, duly commissioned sworn, personally appeared Joshua Green III, and Pancia K. Green to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. MINNESS my hand and official seal, the day and year first above Notary Public in and for the state on this day of undersigned, a notary public in and to be to b State of Washington 20 instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is

WITNESS my hand and official seal, the day and year first above written. $\ensuremath{\mathsf{W}}$

Notary Public in and for the State of Washington

the corporate seal of said corporation.

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



STILWELL HANSO AG PAGE001 OF 003 04/22/2009 10:46 KING COUNTY HA

Document Title(s) (or transactions contained therein): 1. PUBLIC PLACE INDEMNITY AGREEMENT 2. 3. 4. Reference Number(s) of Documents assigned or released: (on page of document(s) Grantor(s) (Last name first then first name and initials) 1. APKARIAN, RITA 2. APKARIAN, GAGIK 3. 4. 5. Γ Additional names on page of document Grantee(s) (Last Name first, then first name and initials) 1. City of Seattle 2. 3. 4. 5. Additional names on page _____ of document **Legal Description (Abbreviated:** i.e. lot, block, plat or section, township, range) Lot 10 and the South 15' of Lot 11, Block 1, John J. McGilvra's 2nd Addition Additional legal is on page ___ of document Assessor's Property Tax Parcel/Account Number 5316100935 The Auditor/Recorder will rely on the information provided on the form. The staff will not read_the document to verify the accuracy or completeness of the indexing information provided herein.

JUN 25 AM 9: 3

This indenture made and entered into the 17th day of December ,2008

By GAGIK APKARIAN and RITA APKARIAN, husband and wife, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy public right of way adjacent to 1121 McGilvra Blvd. E., by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore below grade footings encroaching one foot six inches (1'6") into public right of way for forty three lineal feet (43 LF), with concrete retaining walls bordering two above grade entrance stairways, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lot 10 and the South 15 feet of Lot 11, John J. McGilvra's 2nd Addition to the City of Seattle, according to the plat thereof as recorded in Volume 1 of Plats, page 80, King County, Washington; together with the East half of Vacated alley adjoining

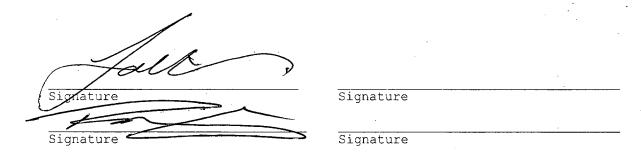
For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Indemnintor(s) Initials:	GA			
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IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington)
County of King) S.S.

This is to certify that on this 17^{th} day of December 2008, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and Gaaik Apkarian and Rita sworn, personally appeared Apkarian to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their Nife and voluntary act and deed, for the uses and purposes the control and and official seal, the day and year first above in the State for οf to certify that on this day of before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the the corporation or limited liablility company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS $\ensuremath{\mathtt{my}}$ hand and official seal, the day and year first above written.

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):		7
1. PUBLIC PLACE INDEMNITY AGREEMENT		
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5.		
Reference Number(s) of Documents assigned or released: (on page of document(s)		
Grantor(s) (Last name first then first name and initials)		•
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Grantee(s) (Last Name first, then first name and initials)	CITY CLERK	7
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Additional names on page of document		
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)		
Lot 1 thru 20, Block 4, Robinsons Tracts		
Additional legal is on page of document		
Assessor's Property Tax Parcel/Account Number		
7378600265		
The Auditor/Recorder will rely on the information provided on the form. The staff will	not read	the
document to verify the accuracy or completeness of the indexing information provided herein.		
The state of the s		

CHTY OF SEATTLE

This indenture made and entered into the day of,20
By UGM LANDOWNER, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.
WITNESSETH
That for and in consideration of permission to occupy <u>public right of way adjacent to 3802 S. Othello St.</u> , by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore <u>installation of two Georgetown Benches</u> , on <u>public right of way</u> , to be used in connection with the following described real estate situate in King County, Washington, to wit:
Lots 1 through 20, Block 4, Robinson's Tracts to the City of Seattle, according to the plat thereof, as recorded in Volume 14 of Plats, page 81 King County, Washington
For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure. This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate. It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed. IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized to do, and attested by their respective corporate seals, the day and year first above written.

Indemnintor(s) Initials:

White the second

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

This is to certify that on this 15 day of 1000 2009, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared

to me known to be the **individuals** described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year first above

Jama J. Itolerny
Notary Public in and for the State of Washington

before the, the undersigned, a notary public in and for the State of washington, duly commissioned and sworn, personally appeared to me known to be the of the corporation or limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal, the day and year first above written.

CITY OF SEATTLI

Return Address:

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996

20090512001618 CAPITO HOUSING AG PAGE001 OF 003 05/12/2009 13:59

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Document Title(s) (or transactions contained therein):		
1. PUBLIC PLACE INDEMNITY AGREEMENT		
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Reference Number(s) of Documents assigned or released: (on page of document(s)		
Grantor(s) (Last name first then first name and initials)		
1. Capitol Hill Housing Improvement Program		
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Grantee(s) (Last Name first, then first name and initials)	\prec	o
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document to verify the accuracy or completeness of the indexing information provided herein.	· ivac	

This indenture made and entered into the 12 day of Way ,2009

By CAPITOL HILL HOUSING, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy public right of way adjacent 3333 Gale Place South, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore on the Gale Pl. S. side of property, encroaching into public right of way is a 130 square feet structural brick wall, with two 12'8" by 1'8" trellises, and a 4'6" by 1'8" free standing sign, to be used in connection with the following described real estate situate in King County, Washington, to wit:

A portion of Blocks 12 and 13, Byron Addition to the City of Seattle, according to the plat thereof as recorded in Volume 6 of Plats, page 87, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Indemnintor(s)	Initials:	Da.	<u>PC</u> ,		
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Sur Quantano	Secretary
Signature	Signature J
Chi BCerce	President
Signature	-Signature

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington)
County of King) S.S.

This is to certify that on this ____day of ____20___, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared

to me known to be the **individuals** described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year first above written. $\ensuremath{\mathsf{W}}$

Notary Public in and for the State of Washington

WITNESS my hand and official seal, the day and year first above written.

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein): 1. PUBLIC PLACE INDEMNITY AGREEMENT 2. 3. 4. Reference Number(s) of Documents assigned or released: (on page of document(s) Grantor(s) (Last name first then first name and initials) 1. SEATTLE PUBLIC SCHOOLS / CHIEF SEALTH H.S.) 3. 4. Γ Additional names on page of document Grantee(s) (Last Name first, then first name and initials) 1. City of Seattle 2. 3. 4. Additional names on page of document Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range) **Chief Sealth Public School** Additional legal is on page ____ of document Assessor's Property Tax Parcel/Account Number 2624039032 The Auditor/Recorder will rely on the information provided on the form. The staff will not read the

document to verify the accuracy or completeness of the indexing information provided herein.

This indenture made and entered into the $\frac{1}{9}$ day of $\frac{1}{100}$, $\frac{1}{100}$

By **SEATTLE PUBLIC SCHOOLS (CHIEF SEALTH HIGH SCHOOL)**, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way adjacent to 2600 SW THISTLE ST.</u>, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore <u>two</u>, <u>4" fiberoptic conduits</u>, <u>traveling across/under</u>, <u>the SW Thistle Street side of property</u>, to be used in connection with the following described real estate situate in King County, Washington, to wit:

2600 SW Thistle St., Seattle Public Schools, Chief Sealth High School, in the City of Seattle, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Indemninto(s) Initials: , _____, ____,

Ronald J English	5/15/09
SignaturaLD J. ENGLISH PROPERTY MANAGE	Signature
Signature	Signature
hands and seals, and/or corporat to be duly executed by their res	(s) above named have hereunto set their ion above named have caused this indenture spective corporate officers thereunto duly d by their respective corporate seals, the
State of Washington) County of King) S.S.	
Washington, duly commissione Royald J. English to me known to be the individu within instrument, and acknowled as the individual the circumstance and voluntary at the circumstance and voluntary at the circumstance with the circumstance and control of the circumstance and circ	this 5th day of May 2009, notary public in and for the State of ed and sworn, personally appeared uals described in, and who executed, the deed that they signed and sealed the same of and deed, for the uses and purposes that seal, the day and year first above the same of the same of the day and year first above the same of the s
This is to certify that on before me, the undersigned, a	this day of 20, notary public in and for the State of
Washington, duly commis appeared the corporation or limited liab instrument, and acknowledged the voluntary act and deed of said for the uses and purposes therein	sioned and sworn, personally to me known to be the of ility company that executed the foregoing the said instrument to be their free and corporation or limited liability company, in mentioned, and on oath stated that they instrument, and that the seal affixed is
WITNESS my hand and officia written.	al seal, the day and year first above

TOM MCFARLAND 4818 ISTH AUE SW SEATTLE, WA 98106



Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04) Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in) 1. PUBLIC PLACE INDEMNITY AGREEMENT Reference Number(s) of Documents assigned or released: Additional reference #'s on page _____ of document **Grantor(s)** Exactly as name(s) appear on document 1. THOMAS S. MCFARLAND, 2. ______, _____, _____, Additional names on page ______ of document.

Grantee(s) Exactly as name(s) appear on document 1. CITY OF SEATTLE : Additional names on page ____ of document. Legal description (abbreviated: i.e. lot, block, plat or section, township, range) A PORTION OF BLOCK 9, GUODSPEEDS AND TO WEST SENTILE SUPPL. TO THE CITY OF SEATTLE, VOL 3 OF PLATS, P. 59, KING COUNTY WA. Additional legal is on page / of document. Assessor's Property Tax Parcel/Account Number ☐ Assessor Tax # not yet assigned 284070-0005-00 284-0070-00 284070-0135-03

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. "I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request." Signature of Requesting Party

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

This	inde	entu	re	made	and	entere	d int	o the		da	y of				<u>,20</u>	
Ву _	THON	4AS	s.	McFA	RLAN	D, as	his	separ	ate (esta	ate,	owner	(s)	of	the	real
prope	erty	her	eir	after	des	cribed	and,	herei	naft	er (calle	d the	inde	emni	tors	•
								WITNES	SETH							
	_						_									_

That for and in consideration of permission to occupy <u>public right of way adjacent to 4815 15th Ave SW.</u>, by installing and maintaining therein, <u>in accordance with the submitted application and approved plan</u>, therefore the existing fence and gate, encroaching into public right of way on the <u>SW Edmonds St. side of property</u>, to be used in connection with the following described real estate situate in King County, Washington, to wit:

A portion of Block 9, Goodspeeds Addition to West Seattle Suppl. to the City of Seattle, according to the plat thereof as recorded in Volume 3 of Plats, page 59, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

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	Signature (U	Signature
	Signature	Signature
	hands and seals, and/or corporat to be duly executed by their res	(s) above named have hereunto set their ion above named have caused this indenture spective corporate officers thereunto duly d by their respective corporate seals, the
	State of Washington) County of King) S.S.	
•	country of King) 5.5.	1.Hh 0.1
	This is to certify that on	this 19 day of 1047 20 01,
		notary public in and for the State of
	Washington, duly commissione	ed, and sworn, personally appeared
	to me known to be the individu	mals described in, and who executed, the
	within instrument, and acknowled	dged that they signed and sealed the same
		ct and deed, for the uses and purposes
	therein mentioned.	dal and the day and your first of
	written written	ial seal, the day and year first above
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	Notary Public	in and for the State of Washington
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My Appoin	Without From a line 10 7010 T	notary public in and for the State of sioned and sworn, personally
n. Man	appeared commits	sioned and sworn, personally to me known to be the
		cility company that executed the foregoing
	instrument, and acknowledged th	e said instrument to be their free and
5 23	voluntary act and deed of said	corporation or limited liability company,
	for the uses and purposes therei	n mentioned, and on oath stated that they
	were authorized to execute said	instrument, and that the seal affixed is
	the corporate seal of said corpor	
	TITMUDGG	
	WITNESS my hand and official written.	al seal, the day and year first above
	WIILLEII.	

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Return Address:

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996

1. PUBLIC PLACE INDEMNITY AGREEMENT		
2.]
3.		
4.		
5.		
Reference Number(s) of Documents assigned or released: (on page of document(s)		
Grantor(s) (Last name first then first name and initials)		
1. JACQUELINE A. BALDWIN		
2. 3.		1
4.		
5.		İ
Γ Additional names on page of document		
	Ō	
1. City of Seattle		
2. 3. 4. 5. Additional names on page of document	C-2	<u> </u>
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Additional names on page of document		
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Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)	_	
Lot #42, Rosenbaum Spring Hill		
Additional legal is on page of document		
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Assessor's Property Tax Parcel/Account Number		
7436000210		
The Auditor/Recorder will rely on the information provided on the form. The staff will not rea	d the	
document to verify the accuracy or completeness of the indexing information provided herein.		1

This indenture made and entered into the 15^{m} day of 0.09

By JACQUELINE A. BALDWIN, as her separate estate, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way</u> <u>adjacent to 6506 Beach Drive SW</u>, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore, <u>a fifty square foot</u>, (50 sq. ft.), <u>garage roof overhang</u>, <u>encroaching into the Beach Drive Southwest public right of way</u>, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lot 42, Rosenbaum Spring Hill Addition No. 2 to the City of Seattle, according to the plat thereof, as recorded in Volume 11 of Plats, page 14, King County, Washington

For and on behalf of themselves, their heirs, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Indemnintor(s)	Initials:	gras.			
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Jacqueline a Boldwar	
Jaequelme a Sadiorie Signature	Signature
Signature	Signature

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

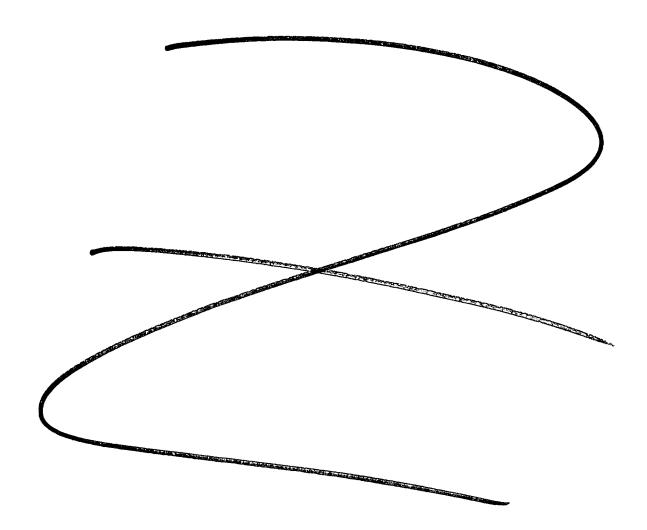
State of Washington)
County of King) S.S.

This is to certify that on this /S day of Ma; before me, the undersigned, a notary public in and for the State of duly commissioned and sworn, personally appeared AZQUELINE A. BALDWIN to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WIEVESS my ohand and official seal, the day and year first above written. written isslow et 12 Farmer Notary Public in and for the State of Washington WASHING

This is to certify that on this day of before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally to me known to be the ____ appeared the corporation or limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal, the day and year first above written.



City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):			ł
1. PUBLIC PLACE INDEMNITY AGREEMENT			ł
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4.			
5.			İ
Reference Number(s) of Documents assigned or released: (on page of document(s)			.
Grantor(s) (Last name first then first name and initials)			1
1. ARTHUR-ANDERSON, LINDA			
2. ANDERSON, ARTHUR ERIC			
]3.			- 1
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Γ Additional names on page of document			1
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Grantee(s) (Last Name first, then first name and initials)		<u>©</u>	Δ
1. City of Seattle		HID	羊
2.	CITY CLERK	44	土力
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Additional names on page of document	\supset	Ö	7
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Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)		డు	
Legal Description (Abbreviated: i.e. lot, block, plat of section, township, range)			
Lot s 1 & 2, Block 18, West Seattle Park Plat of			Ī
Lots 1 & 2, Diock 16, West Scattle I alk I lat of			
Additional legal is on page of document			
Additional legal is on page of document			
Assessor's Property Tax Parcel/Account Number			
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The Auditor/Recorder will rely on the information provided on the form. The staff wil	not i	read	the
document to verify the accuracy or completeness of the indexing information provided herein.			

This indenture made and entered into the 26 day of Hay ,2009

By ARTHUR ERIC ANDERSON and LINDA ARTHUR ANDERSON, husband and wife, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way adjacent to 1902 48th Ave. S.</u>, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore <u>encroaching into the SW Holgate Street right of way, is a 276 square foot brick patio and a 24 lineal foot rock wall</u>, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lots 1 and 2, Block 18, of West Seattle Park Plat to the City of Seattle, according to the plat thereof, as recorded in Volume 3 of Plats, page 177, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Indemninto(s)	Initials:	A5A,	The.	,	

Signature Signature	WITNESS WHEREOF, the person(s) above named have hereunto set their nds and seals, and/or corporation above named have caused this indenture be duly executed by their respective corporate officers thereunto duly thorized so to do, and attested by their respective corporate seals, they and year first above written. atte of Washington) unty of King) S.S. This is to certify that on this day of the State of shington, duly commissioned and sworn, personally appeared the known to be the individuals described in, and who executed, the thin instrument, and acknowledged that they signed and sealed the same their free and voluntary act and deed, for the uses and purposes therein mentioned. WITNESS my hand and official seal, the day and year first above in the state of washington, duly commissioned and sworn, personally appeared to me known to be the corporation or limited liability company that executed the foregoing strument, and acknowledged the said instrument to be their free and soluntary act and deed of said corporation or limited liability company that executed the foregoing strument, and acknowledged the said instrument to be their free and soluntary act and deed of said corporation or limited liability company that executed the foregoing strument, and acknowledged the said instrument to be their free and soluntary act and deed of said corporation or limited liability company or the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument, and that the seal affixed in the corporate seal of said corporation. WITNESS my hand and official seal, the day and year first above
Signature	Signature
hands and seals, and/or corporation to be duly executed by their respec	above named have caused this indenture ctive corporate officers thereunto duly
State of Washington) County of King) S.S.	
before me, the undersigned, a now Washington, duly commissioned	tary public in and for the State of and sworn, personally appeared inda Anderson
within instrument, and acknowledged as their free and voluntary act therein mentioned.	d that they signed and sealed the same and deed, for the uses and purposes
Notary Public State of Washington TINA LOUISE FERRANS BY COMMISSION EXPIRES	Se FUMANL in and for the State of Washington
This is to certify that on the before me, the undersigned, a no Washington, duly commission appeared to the corporation or limited liabili instrument, and acknowledged the voluntary act and deed of said corporation the uses and purposes therein a were authorized to execute said in	tary public in and for the State of the stat
WITNESS my hand and official written.	seal, the day and year first above

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):			1
1. PUBLIC PLACE INDEMNITY AGREEMENT			
2.3.			
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5.			
Reference Number(s) of Documents assigned or released: (on page of document(s)			
Grantor(s) (Last name first then first name and initials)			
1. Buttenwieser, Janet A.			
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Γ Additional names on page of document	0		=
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Grantee(s) (Last Name first, then first name and initials)	~	5	
1. City of Seattle	CLERK	The state of	SEA
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Additional names on page of document			
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)			
Lot 7, Block 36, Lake Union Addition		,	
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Additional legal is on page of document		1	
Assessor's Property Tax Parcel/Account Number			İ
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4083303505			1
The Auditor/Recorder will rely on the information provided on the form. The staff will	not rec	ad the	
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That for and in consideration of permission to occupy <u>public right of way</u> adjacent to 3802 Burke Ave. N., by installing and maintaining therein, in accordance with the submitted application and approved plan, <u>therefore on the N. 38th St. side of property</u>, encroaching into public right of way, by a maximum of ninty square feet (90 sq.ft.) is a trellis, concrete wall, deck and concrete entrance stairs with handrail, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lot 7, Block 36, Lake Union Addition to the City of Seattle, according to the plat thereof, as recorded in Volume 1 of Plats, page 238, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Indemnintor(s) Initials	: <u>JAB</u> ,			
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Just A. Butt	,	
Signature	Signature	
Signature	Signature	

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington)
County of King) S.S.

This is to certify that on this \(\frac{\text{\text{th}}}{\text{day}}\) of \(\frac{\text{\text{June}}}{\text{2009}}\), before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared \(\frac{\text{Jahet A. Buttenwisser}}{\text{to me known to be the individuals}}\) described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

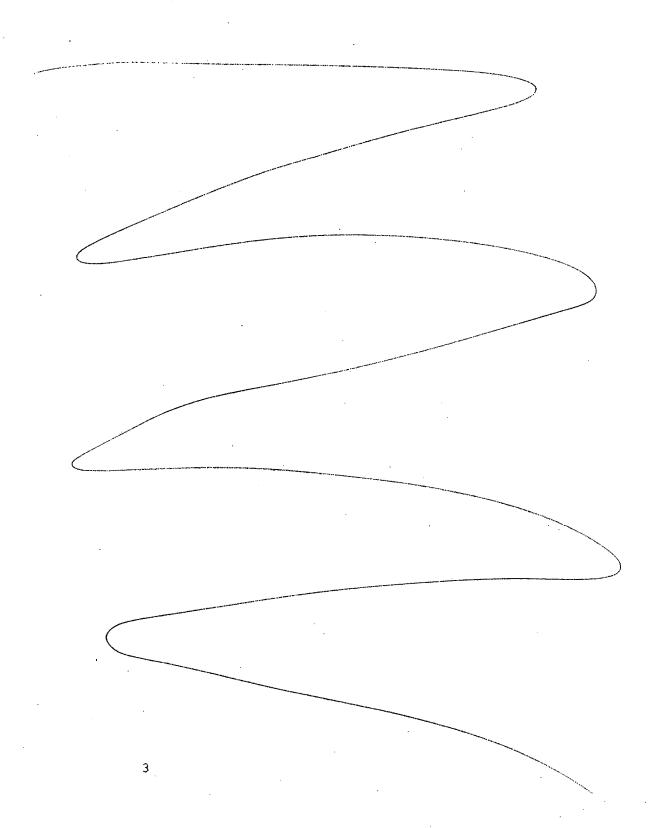
WITNESS my hand and official seal, the day and year first above written.

Notary Public
State of Washington
HYUNGTAEK LEE
By Appointment Expires Mar 6, 2012

Daying Frank for
Notary Public in and for the State of Washington

WITNESS my hand and official seal, the day and year first above

written.



City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):			
1. PUBLIC PLACE INDEMNITY AGREEMENT			l
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4. 5.			
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Reference Number(s) of Documents assigned or released: (on page of document(s) Grantor(s) (Last name first then first name and initials)			٠
1. MERRILL GARDENS AT UNIVERSITY VILLAGE, LLC			
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Γ Additional names on page of document	~	Š	
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Grantee(s) (Last Name first, then first name and initials)	萝	UN 25 1H 9	킈
1. City of Seattle		9: 33	7
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5.			
Additional names on page of document			
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)			
			- 1
Lots 4 & 5, Block 9, Ravenna Springs Park Suppl.			
A 1157 11 12 01			
Additional legal is on page of document			
Assessor's Property Tax Parcel/Account Number			
The state of the s			
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/ 1 / 10 000 1 0 7			
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The Auditor/Recorder will rely on the information provided on the form. The staff will document to verify the accuracy or completeness of the indexing information provided begain	1 not 1	read	ihe
RECURRENT IN VEHIA INC. RECUITACY OF COMPLETENESS OF the indexing information provided became			- 1

This indenture made and entered into the 1918 day of June ,2009

By MERRILL GARDENS AT UNIVERSITY VILLAGE, LLC, a Washington limited liability company, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way adjacent to 5101 25TH Ave. NE</u>, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore, on the NE Blakeley St. side of property a 3' X 6'kiosk with concrete <u>footings</u>, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lots 4 and 5, Block 9, Ravenna Springs Park Suppl. Addition to the City of Seattle, according to the plat thereof as recorded in Volume 2 of Plats, page 173, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

<pre>Indemnintor(s)</pre>	Initials:	 	

Please See Signature Page attache	ed
Signature	Signature
Signature	Signature
hands and seals, and/or corporation to be duly executed by their respect	above named have hereunto set their above named have caused this indenture tive corporate officers thereunto duly their respective corporate seals, the
State of Washington) County of King) S.S.	
This is to certify that on this before me, the undersigned, a not Washington, duly commissioned	s day of 20, ary public in and for the State of and sworn, personally appeared
within instrument, and acknowledged as their free and voluntary act a therein mentioned.	described in, and who executed, the that they signed and sealed the same and deed, for the uses and purposes seal, the day and year first above
Notary Public in	n and for the State of Washington
washington, duly commission appeared <u>One as D. Sport</u> to rethe corporation or limited liablility instrument, and acknowledged the sevoluntary act and deed of said corporation the uses and purposes therein me	of the shown to be the syperson of the company that executed the foregoing aid instrument to be their free and coration or limited liability company, entioned, and on oath stated that they trument, and that the seal affixed is
WITNESS my hand and official sewritten.	eal, the day and year first above
Notary Public State of Washington H. M. WEDEKIND MY COMMISSION EXPIRES Notary Publication	lic in and for the State of Washington

MERRILL GARDENS AT UNIVERSITY VILLAGE, LLC

Merrill Gardens at University Village, LLC, a Washington limited liability company

By: MGJV Investments II, LLC

Its: Managing Member

By: Merrill Gardens L.L.C.

Its: Manager

By: Merrill Associates Limited Partnership

Its: Manager

By: The Merrill Group, Inc.

Its: General Partner

By:

Name: Douglas D. Spear

Its:

Senior Vice President and

Chief Financial Officer

CITY CLERK

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996

Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2. 3.
3.
4.
5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. SWANSON STREET, LLC
2.3.4.5.
3.
4.
Γ Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
· ·
2. 3. 4. 5.
4.
5.
Additional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
PARCELS A, B, C, D & E of Seattle Short Plat No. 3008810, King County Rec. No. 20090204900008
Additional legal is on page of document
Assessor's Property Tax Parcel/Account Number
7579200995, 7579200996, 759200997, 759200998, 759200999
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the

document to verify the accuracy or completeness of the indexing information provided herein.

This	indenture	made	and	entered	into	the	day of	,20
------	-----------	------	-----	---------	------	-----	--------	-----

By SWANSON STREET, LLC, a Washington Limited Liability Company, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy public right of way adjacent to 4103 & 4107 SW EDMUNDS ST. and 4801,4803 & 4805 41 ST AVE. SW, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore encroaching a maximum of twenty feet (20') into the public right of way, on the 41st Ave. SW side of property, is an eight feet (94) wide entrance stairway with handrail, and a thirty lineal feet (30 LF) rock wall, to be used in connection with the following described real estate situate in King County, Washington, to wit: Stails all 4 Feet (Fam) wide

Parcels A, B, C, D and E, City of Seattle Short Plat #3008810, and recorded under King County Recording No. 20090204900008, located in the Scenic Park Addition to the City of Seattle, King County, Washington

behalf For and on of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective rate seals, the day and year first above written.

cor(s) Initials:

Signedur)	Signature	
ignature	Signature	

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington)
County of King) S.S.

This is to certify that on this day of 20, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared

to me known to be the **individuals** described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year first above written.

Notary Public in and for the State of Washington

day of June before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the the corporation or limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS $\ensuremath{\mathtt{my}}$ hand and official seal, the day and year first above written.



Notary Public in and for the State of Washington

Return Address:

Seattle Department of Transportation Street Use Division PO Box 34996 Seattle, WA 98124-4996 20090717000526

PAGET OF 003
07/17/2009 11:12
KING COUNTY, WA

Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT FOR SHORING SYSTEMS IN RIGHTS-OF-WAY
2.
3.
4.
5.
Reference Number(s) of Documents assigned or released: (on page of document(s))
Grantor(s) (Last name first then first name and initials)
1. PE Investments LLC #3
2. Pilot, Ted
3.
4.
5.
Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. The City of Seattle
2.
3.
4.
5.
Additional names on pageof documents
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
LOTS 18 19 BLK 2 STEWARTS FIRST ADD
Additional legal is on page of Document Assessor's
Property Tax Parcel/Account No.
8010100330

PUBLIC PLACE INDEMNITY AGREEMENT FOR SHORING SYSTEMS IN RIGHTS-OF-WAY

This indenture made and entered into the 1 day of July , 2009 by PE Investments LLC #3, owner(s) of the real property hereinafter described and of said real property, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy a public rights-of-way adjacent to 2743 California Avenue SW along California Avenue SW by erecting and maintaining therein, in accordance with the application [Department Of Planning And Development Application Project Number 6169361 and Seattle Department of Transportation Permit Number 84515] therefore a Shoring System designed to support The Public Rights-Of-Way during the construction of the development with vertical elements extending into The Public Rights-Of-Way adjacent to and to be used in connection with the following described real estate situate in King County, Washington, to wit:

LOTS 18 AND 19, BLOCK 2, RLPLAT OF A PORTION OF STEWART'S FIRST ADDITION TO WEST SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 35, RECORDS OF KING COUNTY WASHINGTON.

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, it's officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

Indemnitors	Initials:	and,			
-------------	-----------	------	--	--	--

Public Place Indemnity Agreement for Shoring Systems in Rights-Of-Way

Property Address: 2743 California Ave SW Seattle, WA 98106

(SIGNATURE OF INDEMNITORS)

PE Investments LLC #3
(Owner of the Property)

BY:

BY:

Ra +101 -
(PRINTED NAME OF INDEMNITORS)
(PRINTED TITLE OF INDEMNITORS)
THE HITCHING CHARDED A Live and a second house house the first hands
IN WITNESS WHEREOF; the persons above named have hereunto set their hands and seals; or the persons of the corporations above named; or the persons
of the limited liability company above named have caused this indenture
to be duly executed by their respective agents and company officers
thereunto duly authorized so to do, and attested by their respective
corporate seals, if any, the day and year first above written.
$m{\cdot}$
STATE OF)
) ss: (INDEMNITOR'S ACKNOWLEDGMENT)
COUNTY OF KING
On this 890 day of 300 , before me a notary public in and for the State of
, duly commissioned and sworn, personally appeared
TED PILOT, who executed the foregoing Public Place Indemnity Agreement,
and acknowledged to me that μc signed and sealed said Agreement as the free and voluntary act and
deed of the Indemnitors so identified in the foregoing Agreement for the uses and purposes therein
mentioned, and on oath stated that $h c$ is/are authorized to said Agreement for the Indemnitors
A L. A. L.
named therein.
WHENESS my hand and official seal hereto affixed the carry and year to the pertificate first above written.
LUMNO VVOCA IN PHOLOGICA L. WOOD
(Signature of Notary Public)
Notary Public in and for the State of
My commission expires $9-1-7009$

FILED SITY OF SEATTLE 03 DEC 22 AM 9: 16 CITY CLERK

Return Address:

Seattle Department of Transportation Street Use Division PO Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transact	
 PUBLIC PLACE INDEMI 	NITY AGREEMENT FOR SHORING SYSTEMS IN RIGHTS-OF-WAY
2.	
3.	
4.	
5.	
Reference Number(s) of Docu	uments assigned or released: (on page of document(s))
Grantor(s) (Last name first th	en first name and initials)
1. PE Investments LLC #3	
2. Pilot, Ted	
3.	
4.	
5.	
Additional names on page	of document
Grantee(s) (Last Name first, the	nen first name and initials)
1. The City of Seatt	
2.	
3.	
4.	
5.	
Additional names on page	of documents
	ed: i.e. lot, block, plat or section, township, range)
LOTS 18 19 BLK 2 STEWA	
Additional legal is on page	of Document Assessor's
Property Tax Parcel/Accoun	t No.
8010100330	
	·

PUBLIC PLACE INDEMNITY AGREEMENT FOR SHORING SYSTEMS IN RIGHTS-OF-WAY

This indenture made and entered into the 1 day of July , 2009 by PE Investments LLC #3, owner(s) of the real property hereinafter described and of said real property, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy a public rights-of-way adjacent to 2743 California Avenue SW along California Avenue SW by erecting and maintaining therein, in accordance with the application [Department Of Planning And Development Application Project Number 6169361 and Seattle Department of Transportation Permit Number 84515] therefore a Shoring System designed to support The Public Rights-Of-Way during the construction of the development with vertical elements extending into The Public Rights-Of-Way adjacent to and to be used in connection with the following described real estate situate in King County, Washington, to wit:

LOTS 18 AND 19, BLOCK 2, RLPLAT OF A PORTION OF STEWART'S FIRST ADDITION TO WEST SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 35, RECORDS OF KING COUNTY WASHINGTON.

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, it's officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

Public Place Indemnity Agreement for Shoring Systems in Rights-Of-Way

Property Address: 2743 California Ave SW Seattle, WA 98106

PE Investments LLC #3
(Owner of the Property)

BY:

BY:

(SIGNATURE OF INDEMNITORS)
(PRINTED NAME OF INDEMNITORS)
(PRINTED TITLE OF INDEMNITORS)
IN WITNESS WHEREOF; the persons above named have hereunto set their hands and seals; or the persons of the corporations above named; or the persons of the limited liability company above named have caused this indenture to be duly executed by their respective agents and company officers thereunto duly authorized so to do, and attested by their respective corporate seals, if any, the day and year first above written.
STATE OF /// //) STATE OF /// //) SS: (INDEMNITOR'S ACKNOWLEDGMENT)
STATE OF
COUNTY OF Kind) ss: (INDEMNITOR'S ACKNOWLEDGMENT)
COUNTY OF $\frac{1}{1}$ Ss: (INDEMNITOR'S ACKNOWLEDGMENT) On this $\frac{84h}{1}$ day of $\frac{1}{1}$ $\frac{1}{1}$ before me a notary public in and for the State of
On this 8th day of 3000, duly commissioned and sworn, personally appeared
On this 8th day of 101 y 2000, before me a notary public in and for the State of WA, duly commissioned and sworn, personally appeared TED PILOT, who executed the foregoing Public Place Indemnity Agreement,
On this 8th day of 3000, duly commissioned and sworn, personally appeared
On this 8th day of 3000, before me a notary public in and for the State of WA, duly commissioned and sworn, personally appeared TED PILOT, who executed the foregoing Public Place Indemnity Agreement, and acknowledged to me that 10 signed and sealed said Agreement as the free and voluntary act and deed of the Indemnitors so identified in the foregoing Agreement for the uses and purposes therein
On this 8th day of 101 y 2000, before me a notary public in and for the State of WA, duly commissioned and sworn, personally appeared TED PILOT, who executed the foregoing Public Place Indemnity Agreement, and acknowledged to me that 10 signed and sealed said Agreement as the free and voluntary act and
On this 8th day of 3000, before me a notary public in and for the State of WA, duly commissioned and sworn, personally appeared TED PILOT, who executed the foregoing Public Place Indemnity Agreement, and acknowledged to me that 10 signed and sealed said Agreement as the free and voluntary act and deed of the Indemnitors so identified in the foregoing Agreement for the uses and purposes therein
On this 8th day of 3000, before me a notary public in and for the State of WA, duly commissioned and sworn, personally appeared TED PILOT, who executed the foregoing Public Place Indemnity Agreement, and acknowledged to me that 10 signed and sealed said Agreement as the free and voluntary act and deed of the Indemnitors so identified in the foregoing Agreement for the uses and purposes therein mentioned, and on oath stated that 10 is/are authorized the said Agreement for the Indemnitors
On this 8th day of 2000, before me a notary public in and for the State of WA, duly commissioned and sworn, personally appeared TED PILOT, who executed the foregoing Public Place Indemnity Agreement, and acknowledged to me that he signed and sealed said Agreement as the free and voluntary act and deed of the Indemnitors so identified in the foregoing Agreement for the uses and purposes therein mentioned, and on oath stated that he is/are authorized the said Agreement for the Indemnitors named therein.
On this 8th day of 101 y 2000, before me a notary public in and for the State of What who executed the foregoing Public Place Indemnity Agreement, and acknowledged to me that 100 signed and sealed said Agreement as the free and voluntary act and deed of the Indemnitors so identified in the foregoing Agreement for the uses and purposes therein mentioned, and on oath stated that 100 is/are authorized to execute a said Agreement for the Indemnitors named therein. WHTNESS my hand and official seal hereto affixed the synthesis entificate first above written.



707 SSP 29 PN 3:31

Return Addresssy CLERK

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
3.
4. 5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials) 1. MZ CONSTRUCTION, LLC
2.
3.
4. 5.
Γ Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2.
3.
4.
5.
Additional names on page of document
reductional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
LOTE 22 22 24 BLOCK 12 CHAMANG A BB
LOTS 22-23-24 BLOCK 13 GILMANS ADD
Additional legal is on page _1 of document
Assessor's Property Tax Parcel/Account Number
2770601773, 2770601774, 2770601775, 2770601779, 2770601783, 2770601785, 2770601786, 2770601787, 2770601784
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided berein

This indenture made and entered into the 29th day of July ,2009

By $\underline{\text{MZ}}$ CONSTRUCTION, $\underline{\text{LLC}}$ owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy public right of way adjacent to W. RUFFNER ST, $21^{\rm st}$ AVE W and W BERTONA ST., by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore on $21^{\rm st}$ Ave West side of the property are three $11' \times 3''$ sidewalk connectors built on a rockery (103' in length) and a $11' \times 5''$ connector; an additional 76' rockery is located in alley, to be used in connection with the following described real estate situate in King County, Washington, to wit:

LOTS 22,23, AND 24, BLOCK 13, GILMAN'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 93, IN KING COUNTY, WASHINGTON

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

Indemnintor(s) Initials: (902),	
× llem Roms	
Signature	Signature
X Olem Ross	
Signature	Signature
hands and seals, and/or corporation to be duly executed by their respec	above named have hereunto set their above named have caused this indenture tive corporate officers thereunto duly their respective corporate seals, the
State of Washington) County of King) S.S.	and 1
Washington, duly commissioned Wiklos Koha	ary public in and for the State of and sworn, personally appeared
	that they signed and sealed the same
as their free and voluntary act a therein mentioned.	and deed, for the uses and purposes
writees with the control and official	seal, the day and year first above Moly Solo and for the State of Washington
before the indersigned, a not Washington, duly commission	ary public in and for the State of sed and sworn, personally
appeared Mikkos kohany to the corporation or limited Mablilit	me known to be the Manage of cy company that executed the foregoing aid instrument to be their free and
for the use and deed of said corp	poration or limited liability company, entioned, and on oath stated that they
the corporation of the corporati	on. eal, the day and year first above
008C 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	ana Caroly Slovalic in and for the State of Washington
2	··

CITY OF SEATTLE

7009 SEP 29 PM 3:31

Return Address:

CITY CLERK

City of Seattle
Seattle Dept. of Transportation
700 5th Ave., Suite #3900
P. O. Box 34996
Seattle, WA 98124-4996



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Document Title(s) (or transactions contained therein): 1. PUBLIC PLACE INDEMNITY AGREEMENT
2.3.
4.
5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. Cordes, Mark A.
2.
3.
4.
[5.
Γ Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2.
3.
4.
5.
Additional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
PETTITS H C CADD, BLOCK 2, PLATT 15
Additional legal is on page of document
Assessor's Property Tax Parcel/Account Number
· · · · · · · · · · · · · · · · · · ·
6742700190
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the
document to verify the accuracy or completeness of the indexing information movided homin

seals, the day and year first above written. State of Washington) County of King) S.S. This is to certify that on this \ \ day of August 2009, and sworn, personally appeared Mark Cordes mo.

to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act **Notary Public** and deed, for the uses and purposes therein mentioned. State of Washington WITNESS my hand and official seal, the day and year first above written. WY COMMISSION EXPIRES March 16, 2011 Notary Public in and for the State of Washington This is to certify that on this _____ day of _____20____ before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared_ __to me known to be the corporation or limited liablility company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation. WITNESS my hand and official seal, the day and year first above written.

Notary Public in and for the State of Washington

This indenture made and entered into the long day of August, 2009

By Mark A. Cordes owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way adjacent to 2221 Broadway Ave East</u>, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore a stamped concrete drive; a 2'w x 4'l x 6' h fenced garbage enclosure; 18"w x 15'l retaining/seatwall; a 6' x 15' wood fence; a 7' 8" ornamental iron and cedar gate with wings; and a 2' step to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lot 15, BLOCK 2, PETTITS HC ADD, Volume 9, page 96, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

<pre>Indemnintor(s) Initials: j</pre>	MC.,,
Male Contym	Mark Cardos sur
Signature	Signature
Signature	Signaturo



2m2 SE2 29 PK 3: 31

Return Address | YOLERK

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
3.
4.
). 5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. TOUCHSTONE WEST 8 TH BUILDING, LLC
2.
3.
4.
5.
Γ Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2.
3.
4 .
5.
Additional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
Lots 11 & 12, Block 13, Heirs of Sarah A. Bell Addition
Additional legal is on page of document
• • • • • • • • • • • • • • • • • • • •
Assessor's Property Tax Parcel/Account Number
0659000770
\u037\u017\u
The Auditor/Recorder will rely on the information provided on the form. The staff will not read
document to verify the accuracy or completeness of the indexing information provided herein.

This indenture made and entered into the Z/stday of July ,2009

By TOUCHSTONE WEST 8^{TR} BUILDING, LLC, a Washington limited liability company, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy public right of way adjacent to 2001 8th Avenue, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore 4250 square feet of steel and glass canopies, encroaching over public right of way; on the 8th Avenue side of property are concrete seating walls, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lots 11 and 12, Block 13, Heirs of Sarah A. Bell Addition to the City of Seattle, according to the plat thereof as recorded in Volume 1 of Plats, page 103, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

Indemnintor(s)	Initials:		JO.		
----------------	-----------	--	-----	--	--

Signature	Signature	Mar	
Signature	Signature	,	

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington)
County of King) S.S.

This is to certify that on this day of 20, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared

to me known to be the **individuals** described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year first above written.

Notary Public in and for the State of Washington

This is to certify that on this 25 day of 2009, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared 2009 to me known to be the 2009 of the corporation or limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal, the day and year first above written.

Notary Public in and for the State of Washington



Return Address:

City of Seattle
Seattle Dept. of Transportation
700 5th Ave., Suite #3900
P. O. Box 34996 Seattle, WA 98124-4996



CUSTOMER AG PAGE-001 OF 003 08/18/2009 14:08 KING COUNTY, WA

Document Title(s) (or transactions contained therein):	
1. PUBLIC PLACE INDEMNITY AGREEMENT	
2. 3.	
· · · · · · · · · · · · · · · · · · ·	
4. 5.	
	of document(s)
Reference Number(s) of Documents assigned or released: (on page Grantor(s) (Last name first then first name and initials)	of document(s)
1. 4012 EMERALD CITY LLC	
2.	
3,	1
4.	
5.	·
Γ Additional names on page of document	
1 Additional names on page of document	
Grantee(s) (Last Name first, then first name and initials)	
1. City of Seattle	
V	
2.	
3. 4.	
5.	
Additional names on page of document	
Legal Description (Abbreviated: i.e. lot, block, plat or section, township	range)
SOUTH HAVEN ADD TO WEST SEATTLE	, runge)
SOUTH THE PROPERTY OF THE PROP	
Additional legal is on page of document	
,	
Assessor's Property Tax Parcel/Account Number	
7881500404	
The Auditor/Recorder will rely on the information provided on the f	form. The staff will not read the

This indenture made and entered into the 18th day of 100 mg. 20 9

By 4012 EMERALD CITY LLC owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way adjacent to $23^{\rm rd}$ AVE SW,</u> by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore $\underline{5' \times 5' \text{ staircase}}$, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lot 5, Block 4, SOUTH HAVEN ADDITION TO WEST SEATTLE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 3, PAGE 17 KING COUNTY WASHINGTON

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

Indemnintor(s)	Initials:	T155	. ,		
----------------	-----------	------	-----	--	--

Hold Emerold City LLL, a washington Ilmited Indistry company Signature By: Enerold City Builders a Washington Corporation Signature Signature Signature Signature
IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.
State of Washington) County of King) S.S.
This is to certify that on this <u>day of 20</u> , before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared
to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.
WITNESS my hand and official seal, the day and year first above written.
Notary Public in and for the State of Washington
This is to certify that on this day of August 20 09, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared 1041). What to me known to be the President of the corporation or limited liablility company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

FILED CITY OF SEATTLE 09 DEC 22 AM 9: 13 CITY CLERK

Return Address:

Seattle Department of Transportation Street Use Division PO Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT FOR SHORING SYSTEMS IN RIGHTS-OF-WAY
2.
3.
4.
5.
Reference Number(s) of Documents assigned or released: 3 (on page 3 of document(s))
Grantor(s) (Last name first then first name and initials)
1. Harbor West Seattle LLC
2. 3.
4.
5.
Additional names on page3 of document
Grantee(s) (Last Name first, then first name and initials)
1. The City of Seattle
2. 3.
4.
5.
Additional names on pageof documents
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
Lots 12 Through 24, Block 59, Boston Co's Plat of West Sea less portion for street CO #21302
Additional legal is on page _I of Document Assessor's
Property Tax Parcel/Account No.
095200-7705, 095200-7660, 095200-7675, 095200-7715, 095200-7685

PUBLIC PLACE INDEMNITY AGREEMENT FOR SHORING SYSTEMS IN RIGHTS-OF-WAY

This indenture made and entered into the 10 day of Angust, 200% by Harbor West Seattle LLC, owner(s) of the real property hereinafter described and of said real property, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy a public rights-of-way adjacent to 4550 38th Avenue SW, Seattle, WA 98126 along an alley on the east wall, SW Alaska Street and 38th Avenue SW by erecting and maintaining therein, in accordance with the application [Department Of Planning And Development Application Project Number 6196554 and Seattle Transportation Permit Number 82241] therefore a Shoring System designed to support The Public Rights-Of-Way during the construction of the development with soil nails extending into The Public Rights-Of-Way adjacent to and to be used in connection with the following described real estate situate in King County, Washington, to wit:

LOTS 19 AND 20, BLOCK 59, BOSTON CO'S PLAT OF WEST SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE(S) 19, RECORDS OF KING COUNTY, WASHINGTON.

LOTS 21 AND 22, BLOCK 59, BOSTON CO'S PLAT OF WEST SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE(S) 19, RECORDS OF KING COUNTY, WASHINGTON.

LOTS 23 AND 24, BLOCK 59, BOSTON CO'S PLAT OF WEST SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE(S) 19, RECORDS OF KING COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF SAID LOT 24 CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 70682, AS PROVIDED BY CITY OF SEATTLE ORDINANCE NO. 21302.

LOTS 12 THROUGH 18, INCLUSIVE, BLOCK 59, BOSTON COMPANY'S PLAT OF WEST SEATTLE ACCORDING TO THE PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 19, KING COUNTY, WASHINGTON.

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, it's officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

T- 3		\mathcal{T}/\mathcal{O}	•	
Indemnitors	initials:			

Public Place Indemnity Agreement for Shoring Systems in Rights-Of-Way

7: HP Manager LLC, its Irlanages
By: Harbor Properties, Inc., a Washington Corporation, Its
Manager

4550 38th Ave SW

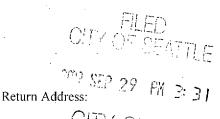
By: HP Manager LLC, its Manager

Denny P. Onslow
(PRINTED NAME OF INDEMNITORS)

Property Address: _____

BY:

Executive Vice President (PRINTED TITLE OF INDEMNITORS)
(PRINTED TITLE OF INDEMNITORS)
IN WITNESS WHEREOF; the persons above named have hereunto set their hands and seals; or the persons of the corporations above named; or the persons of the limited liability company above named have caused this indenture to be duly executed by their respective agents and company officers thereunto duly authorized so to do, and attested by their respective corporate seals, if any, the day and year first above written.
STATE OF 1/AS/STATES
) ss: (INDEMNITOR'S ACKNOWLEDGMENT)
STATE OF Washington) SS: (INDEMNITOR'S ACKNOWLEDGMENT)
On this 10 th day of Aug us 2009, before me a notary public in and for the State of
Washington duly commissioned and sworn, personally appeared
On this 10 day of Angust, 2009, before me a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Denny P. Onslow, who executed the foregoing Public Place Indemnity Agreement,
and acknowledged to me that <u>he</u> signed and sealed said Agreement as the free and voluntary act and
deed of the Indemnitors so identified in the foregoing Agreement for the uses and purposes therein
mentioned, and on oath stated that he (s) are authorized to execute said Agreement for the Indemnitors
named therein.
WITNESS my hand and official seal hereto affixed the day and year in the certificate first above written.
(Signature of Notary Public)
Notary Public in and for the State of Was hards assiding at Stille, with
My commission expires 3-3-13
ALE OF MASIL



City of Seattle TY OLFRK Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



PUBLIC AG PAGE-001 OF 004 09/02/2009 14:48 KING COUNTY, WA

Document Title(s) (or transactions contained therein):	
1. PUBLIC PLACE INDEMNITY AGREEMENT	
2.	
3.	
4.	
5.	
Reference Number(s) of Documents assigned or released: (on page of document(s)	
Grantor(s) (Last name first then first name and initials)	
1. ANDREW HAMILTON	
2. PEGGY FITSCHY	
3.	i
4.	
 5 .	
Γ Additional names on page of document	
Grantee(s) (Last Name first, then first name and initials)	
1. City of Seattle	
l •	
[2. 3.	
[4.	
5.	
Additional names on page of document	
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)	
LAWS 2 ND ADD	
Additional legal is on page of document	
Assessor's Property Tax Parcel/Account Number	
4232903794	
The Auditor/Recorder will rely on the information provided on the form. The staff will not re	ad the
document to verify the accuracy or completeness of the indexing information provided herein.	

This indenture made and entered into the q day of August ,2009

By Andrew Hamilton and Peggy Fitschy owner(s) of the real (2)

By Andrew Hamilton and Peggy Fitschy owner(s) of the real hereinafter described and, hereinafter called the indemnitors.

s) of the real properties indemnitors.

WITNESSETH

That for and in consideration of permission to occupy public right of way adjacent to 1528 1ST AVENUE WEST, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore installing a 53 SF walkway with six stairs; a 15' x 6" wood retaining wall; and 60 SF of a rockery, to be used in connection with the following described real estate situate in King County, Washington, to wit:

LOT 2-3, BLOCK 45, LAWS 2^{ND} ADDITION TO THE CITY OF SEATTLE $W \stackrel{1}{\sim} OF$ S 8.78 FT , ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 1, PAGE 53A, KING COUNTY WASHINGTON

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

Indemnintor(s)	Initials:	<u> 1</u>	PH.		
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andrew R. Hamitton	
Signature	Signature
Jegg later	
Signature	Signature
hands and seals, and/or corporation to be duly executed by their respec	above named have hereunto set their above named have caused this indenture tive corporate officers thereunto duly their respective corporate seals, the
State of Washington) County of King) S.S.	
Washington, duly commissioned ANDREW R. HAMILTON	day of August 2009, sary public in and for the State of and sworn, personally appeared described in, and who executed, the
within instrument, and acknowledged	that they signed and sealed the same and deed, for the uses and purposasility,
WITNESS my hand and official written.	seal, the day and year first of the (10TAR)
Cowoth	laff lage
Notary Public	and for the State of Washington 27
This is to certify that on thi before me, the undersigned, a not Washington, duly commission	eary public in and for the State of med and sworn, personally
appeared Peary Fritchy to the corporation or limited liablilinstrument, and acknowledged the s	me known to be theof ty company that executed the foregoing said instrument to be their free and
voluntary act and deed of said corp for the uses and purposes therein m	coration or limited liability company, entioned, and on oath stated that they extrument, and that the seal affixed is
the corporate seal of said corporati	

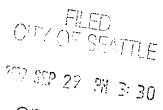
WITNESS my hand and official seal, the day and year first above written. $\ensuremath{\text{\sc Witness}}$

Mo

Notary Public in and for the State of Washington

Netary Public
State of Washington
NICHOLAS L PAPADOPULOS
Wy Appointment Expires Dec 21, 2010

1



Return Address: Y CLERK

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



CUSTOMER ACTION OF ACTION

Document Title(s) (or transactions contained therein): 1. PUBLIC PLACE INDEMNITY AGREEMENT 3. 4. Reference Number(s) of Documents assigned or released: (on page of document(s) **Grantor(s)** (Last name first then first name and initials) 1. Art Stable LLC, a Washington limited liability company 3. 4. 5. Γ Additional names on page _____ of document Grantee(s) (Last Name first, then first name and initials) 1. City of Seattle 2. 3. 4. 5. Additional names on page _____ of document Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range) LOT 5, BLOCK 20, ANDERSON'S ADDITION TO PONTIUS ADDITION TO SEATTLE Additional legal is on page ____ of document Assessor's Property Tax Parcel/Account Number 0209000025 The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

This indenture made and entered into the 3th day of _____, 2009,

By Art Stable LLC, a Washington limited liability company, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy public right of way adjacent to 516 Yale Avenue North, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore in the alley adjacent to this building: bollards, egress man door with 2'-8" swing, a 6" wide sliding garage door 17'2" in length, a 24" x 24" sliding garage door motor at an elevation of 9'-0", a series of vertically stacked art loading doors with 4" swing limiters at a starting elevation of 12' - 6"; and in the sidewalk adjacent to Yale Avenue North stacked windows with 4" swing limiters at a starting elevation 27' - 6", to be used in connection with the following described real estate situate in King County, Washington, to wit:

LOT 5, BLOCK 20, ANDERSON'S ADDITION TO PONTIUS ADDITION TO SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 117, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH THE FOLLOWING;

THAT PORTION OF LOT 4, BLOCK 20, ANDERSON'S ADDITION TO PONTIUS ADDITION TO

SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 117, RECORDS OF KING COUNTY, WASHINGTON, DESCBRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 89° 08' 01" EAST ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 114.78 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00° 49' 00" EAST ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 1.60 FEET; THENCE NORTH 89° 11' 00" WEST ALONG AN EXISTING RETAINING WALL AND BUILDING LINE, A DISTANCE OF 114.79 FEET TO THE WEST LINE OF SAID LOT 4; THENCE SOUTH 00° 46' 34" WEST ALONG SAID WEST LINE, A DISTANCE OF 1.50 FEET TO THE POINT OF BEGINNING.

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Indemnintor(s) Initials:	
A C	
Signature	Signature
Signature	Signature

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington) County of King) S.S.

This is to certify that on this _ day of September 2009 before me, the undersigned, a notary public in and for the State of appeared Christopher Faul to me I and ___to me known to be the Managing Member of the corporation or limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal, the day and year first above written.

Notary Public in and for the State of Washington

PAMELA A. CARPINELLI STATE OF WASHINGTON **NOTARY PUBLIC** MY COMMISSION EXPIRES 07-09-13

CITY OF SEATTLE

7009 DEC 29 PM 4: 45

Return Address:

CITY CLECONFORMED COPY

City of Seattle
Seattle Dept. of Transportation
700 5th Ave., Suite #3900
P. O. Box 34996
Seattle, WA 98124-4996

20090908000661

FOSTER PEPPER HU PAGE-001 OF 005 09/08/2009 11:34

1.1			
Document Title(s) (or transactions contained therein):		•	
1. PUBLIC PLACE INDEMNITY AGREEMENT		•	
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5			
Reference Number(s) of Documents assigned or release	d: (on nage ' (of document(s)	
Reference Number(s) of Documents assigned of Felence	di jourpage		
Grantor(s) (Last name first then first name and initials)			
1. GANTZ, SHARON			
2. BLOOM, MARK	•	•	
3.	·	4	
4.		. •	
5.			
Γ Additional names on page of document			
Grantee(s) (Last Name first, then first name and initials)	• '		
1. City of Seattle			
2.			
3.			
<i>6</i>		\$	
4.			
5.	4		
Additional names on page of document		•	
	<u> </u>		
Legal Description (Abbreviated: i.e. lot, block, plat or se	tion, township, ra	nge)	
			•
Lot 1, Block M, Magnolia Heights Addition			,
Lot 1, block (11, 11agliona resigned readings)			
of document			
Additional legal is on page of document			•
			
Assessor's Property Tax Parcel/Account Number		· a	
		•	
5035301029			
J000001011			
		Th	بطغ أمممين عميرا
The Auditor/Recorder will rely on the information pro	ovided on the form	n. The staff wil	i not read the
document to verify the accuracy or completeness of the in	dexing information	provided herein.	

This indenture made and entered into the 27 day of August, 2009

By MARK BLOOM and SHARON GANTZ, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way</u> adjacent to 4751 W. RUFFNER ST., by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore a soldier pile wall, encroaching a maximum of twenty seven feet (27') into public right of way, for forty three lineal feet (43 LF), to be used in connection with the following described real estate situate in King County, Washington, to wit:

That portion of Lot 1 in Block M and adjacent vacated streets and esplanade, subject to City Ordinances #56455, 63671 and 82554, Magnolia Heights Addition to the City of Seattle, according to the plat thereof as recorded in volume 15 of Plats, page 31, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to

and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

		Colo		
Indemnintor(s)	Initials:	י פעע	,	
11100mm111001 (0)				

mun Pstory	
Signature	Signature
•	
Signature	Signature
hands and seals, and/or corpora	on(s) above named have hereunto set their ation above named have caused this indenture espective corporate officers thereunto duly ted by their respective corporate seals, the en.
State of Washington) County of King) S.S.	
before me, the undersigned, Washington, duly commission	on this 27 day of Corp. 2009, a notary public in and for the State of oned and sworn, personally appeared to the described in and who executed, the
and acknowl	duals described in, and who executed, the edged that they signed and sealed the same act and deed, for the uses and purposes
	icial seal, the day and year first above
	Allera Mins
Notary Public State of Washington ALICIA C THORSON Pointment Expires Feb 3, 2013	lic in and for the State of Washington
o to complete that	on this day of
before me, the undersigned,	a notary public in and for the State of
Washington, duly comm	issipned and sworm, personari
2	
the corporation or limited li	ability company that executed the foregoing
instrument, and acknowledged	the said instrument to be their free and corporation or limited liability company
the was and nurnokes the	rein mentioned, and on oath stated that the
were authorized to execute sa	id instrument, and that the seal affixed i
the corporate seal of said of	poration.

WITNESS my hand and official seal, the day and year first above

written.

This indenture made and entered into	the <u>13</u> day of	Avg , 20 C	7
--------------------------------------	----------------------	------------	---

By <u>MARK BLOOME</u> and <u>SHARON GANTZ</u>, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy public right of way adjacent to 4751 W. RUFFNER ST., by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore a soldier pile wall, encroaching a maximum of twenty seven feet (27') into public right of way, for forty three lineal feet (43 LF), to be used in connection with the following described real estate situate in King County, Washington, to wit:

That portion of Lot 1 in Block M and adjacent vacated streets and esplanade, subject to City Ordinances #56455, 63671 and 82554, Magnolia Heights Addition to the City of Seattle, according to the plat thereof as recorded in volume 15 of Plats, page 31, King County, Washington

their behalf For and on of themselves, heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

To demonstrate and A		NI	
Indemnintor(s)	initials:		

	Share Tout
Signature	Signature Signature
Signature	Signature
Signature	Signature
hands and seals, and/or corporation to be duly executed by their respec	above named have hereunto set their above named have caused this indenture tive corporate officers thereunto duly their respective corporate seals, the
State of Washington) County of King) S.S.	
before me, the undersigned, a not Washington, duly commissioned Sharn Gantz	s 13 th day of Avgvs+ 2009, ary public in and for the State of and sworn, personally appeared
to me known to be the individuals within instrument, and acknowledged as their free and voluntary act	described in, and who executed, the that they signed and sealed the same and deed, for the uses and purposes
WI FIRE SSION E	seal, the day and year first above
O'BLIC Fotary Public in WASHINGTON This was to certify that on this	n and for the State of Washington
before me, the undersigned, a not Washington, duly commission appeared to the corporation or limited liabilit instrument, and acknowledged the s voluntary act and deed of said corp	ary public in and for the State of ed and sworn, personally me known to be the of y company that executed the foregoing aid instrument to be their free and coration or limited liability company,
	entioned, and on oath stated that they trument, and that the seal affixed is on.

WITNESS my hand and official seal, the day and year first above written. $\ensuremath{\text{\sc WITNESS}}$

Notary Public in and for the State of Washington



707 FUP 29 M 3: 30

Return Address LERK

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
3 .
4.
5.
Reference Number(s) of Documents assigned or released: (on pageof document(s)
Grantor(s) (Last name first then first name and initials)
1. ROSINI, EUARDO EDUARDO EL
2. ROSINI, LAURIE
[3.
4.
5.
Γ Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2. 3.
4.
5.
Additional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
g Transfer (manage)
Comstock Supl Add
Additional legal is on page of document
Assessor's Property Tax Parcel/Account Number
1732800850
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the
document to verify the accuracy or completeness of the indexing information provided herein.

This indenture made and entered into the 14 day of SEPTEMBER, 2009

By EUARDO- ROSINI AND LAURIE ROSINI, HUSBAND AND WIFE owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way adjacent to 422 West Highlands Dr</u>, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore, installing one foot (1ft) behind existing sidewalk a brick wall with wrought iron fence. Seventy four (74') by six feet (6') max high on West Highlands Dr and forty five (45') by six feet (6') max high on the 5th Ave West side of property, to be used in connection with the following described real estate situate in King County, Washington, to wit:

COMSTOCK SUPL ADD W % of 7 & W % of 6

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Indemnintor(s)	Initials:	The,	<u>+++</u> ,		-
----------------	-----------	------	--------------	--	---

Signature	Signature	
Lun		
Signature	Signature	

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

This is to certify that on this 14th day of SEPT 2009, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared EDUARDO ROSINI+ LAURIE ROSINI to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

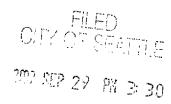
WITNESS my hand and official seal, the day and year first above written.

My commission expires OCTZ,2010

Notary Public in and for the State of Washington

Notary Public
The State Of Washington
SARAH JACOBSON

My Commission Expires OCT 02, 2010



Return Address ITY CLERK

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



CUSTOMER AG PAGE-001 OF 003 09/15/2009 13:25 KING COUNTY, WA

Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
3.
4.
5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. LUNA, FELIX G
2.
3.
4.
5.
Γ Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2. 3.
4.
5.
Additional names on page of document
7 Identification in page or destanting
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
WASHINGTON VIEW ADD & ALLEY ADJ PLAT BLOCK 10 PLAT LOT 31
WASHINGTON VIEW ADD & ADDET ADD TEAT BEOCK TOTEAT BOT ST
Additional legal is on page of document
Assessor's Property Tax Parcel/Account Number
9188201125
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the
document to verify the accuracy or completeness of the indexing information provided herein

PUBLIC PLACE INDEMNITY AGREEMENT
This indenture made and entered into the 14th day of enteren, 2009
By Felix Gavi Lina owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.
property hereinafter described and, hereinafter called the indemnitors.
WITNESSETH
That for and in consideration of permission to occupy public right of way
adjacent to 4813 S. Fletcher St., by installing and maintaining therein,
in accordance with the submitted application and approved plan, therefore
install paved sports court in unopened right-of-way of 49th Ave. S., to
be used in connection with the following described real estate situated

WASHINGTON VIEW ADD & ALLEY ADJ PLAT BLOCK 10 PLAT LOT 31

in King County, Washington, to wit:

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Indemnintor(s) Initials: FGL,	
-------------------------------	--

Files un-	
Signature	Signature
Signature	Signature

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington) County of King) S.S.

This is to certify that on this day of before me, the undersigned, a notary public in and for the State of and Washington, duly commissioned personally appeared sworn, to me known to be the individuals described in, and who executed, the

within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and written William Park Constitution of the const

in

Public

WITNESS my hand and official seal, the day and year first above

and

for

the

State of Washington

FILED OF A SEATILE

Return Address:

City of Sea H Le

Sea H le Dept. of Transportation

700 5th Ave, Suite #3900

P.D. Box 34996

Seattle, Wa 98/24-4996

20090922000445

KHAN
PAGE-001 OF 005
09/22/2009 10:28
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04) **Document Title(s)** (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in) 1. Public Place Indemnity Agreements. Reference Number(s) of Documents assigned or released: Additional reference #'s on page of document **Grantor(s)** Exactly as name(s) appear on document Additional names on page of document. **Grantee(s)** Exactly as name(s) appear on document Additional names on page of document. Rose paum Spring Hill Add #2 N & & Tide Lands Adj TGW N'/2 lot 3 BIK ti de land ext No 1 TGW Por Vac St. Ad Additional legal is on page of document. Assessor's Property Tax Parcel/Account Number ☐ Assessor Tax # not yet 743 6 000 235 The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. 'I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request." Signature of Requesting Party

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

Return Address:

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996

Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
3.
[4.
5 .
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. Dee, Katherine E + Khan, Shiree
]2.
3.
4.
5 .
Γ Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2.
3 .
4.
5.
Additional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range) ROSENBAUM SPRING HILL ADD # 2 N ½ & TIDE LANDS ADJ TGW N ½ Lot 3 BLK TIDE LAND EXT NO 1 TGW POR VAC ST ADJ
Additional legal is on page of document
Assessor's Property Tax Parcel/Account Number 7436000235
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the

This indenture made and entered into the 14 day of September, 2009

By **Dee Katherine E + Khan Shiree** owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way</u> adjacent to 6321 Beach Drive SW, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore <u>install cedar fence encroaching ten feet (10') in to public right-of-way</u>, to be used in connection with the following described real estate situated in King County, Washington, to wit:

ROSENBAUM SPRING HILL ADD # 2 N $\frac{1}{2}$ & TIDE LANDS ADJ TWG N $\frac{1}{2}$ LOT 3 BLK TIDE LAND EXT NO 1 TGW POR VAC ST ADJ

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

<pre>Indemnintor(s) Initials</pre>	: <u>SV</u> ,	<u>K</u>).		
------------------------------------	---------------	-------------	--	--

Shrew Khan Signature Signature

Signature

Signature

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington)
County of King) S.S.
Pierce

A STATE OF THE PARTY OF

This is to certify that on this 14 day of Sept. 2009, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared hirem

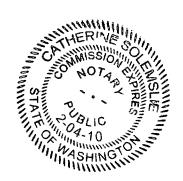
to me known to be the **individuals** described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year first above written.

Notary Public in and for the State of Washington

This is to certify that on this 17th day 2 dept, 2009 before me, the undersigned, a notary public in and for the Seate of washington, unly commissioned and swown, personally appeared Katherine Dee and swown, personally appeared Katherine Dee to me individual tescribed in to me known to be the individual tescribed in and who executed, whe with in enstrument, and who executed, where we segried and cand acknowledged that they segried and sealed the same as their five and valenting sealed the same as their five and valenting dealed the same deed, for the present and purposes therein mentional. (over)

witness my hand and officer seal, the



Catherine tolenastic notary Public in and for the Atale of Washington



Return Address:

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996

20090929001762	
CUSTOMER AG 64.00	
PHGE-001 OF 003	
09/29/2009 15:53	
KING COUNTY, WA	

Document Title(s) (or transactions contained therein): 1. PUBLIC PLACE INDEMNITY AGREEMENT 3. 4. Reference Number(s) of Documents assigned or released: (on page of document(s) Grantor(s) (Last name first then first name and initials) 1. MATHES, DAVID W. 2. POOL, AMANDA J. 3. 4. Γ Additional names on page _____ of document Grantee(s) (Last Name first, then first name and initials) 1. City of Seattle 2. 3. 4. 5. Additional names on page _____ of document Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range) **BURKES 2ND ADD PARCEL A CITY OF SEATTLE SHORT** Additional legal is on page ___ of document Assessor's Property Tax Parcel/Account Number 1250203092 The Auditor/Recorder will rely on the information provided on the form. The staff will not read the

document to verify the accuracy or completeness of the indexing information provided herein.

OITY OF SEATTLE

This indenture made and entered into the 25 day of 500 min. 2069

By **DAVID W. MATHES AND AMANDA J POOL** owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way adjacent to 301 35th Avenue S</u>, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore a 9'3" x 10'11" wooden shed, to be used in connection with the following described real estate situate in King County, Washington, to wit:

Insert Legal Description

BURKES 2ND ADD PARCEL A CITY OF SEATTLE SHORT SUBDIVISION NO 8707957 RECORDING NO 8804280635 SD SHORT SUBD BEING A POR NW 1/4 STR 03-24-04 & DAF: LOT 12 BLK 51 BURKES SECOND ADD

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Signature

Signature

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington)
County of King) S.S.

This is to certify that on this 25 day of Jeptum 2019, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Dand Mathes, M.S.

to me known to be the **individuals** described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year first above written.

Notary Public in and for the State of Washington



Return Address:

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2. 3.
4.
5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. NORTHWEST PACIFIC DEVELOPMENT, LLC
2. 3.
3. 4.
5.
Γ Additional names on page of document
Traditional names on page or accument
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2. 3.
4.
5.
Additional names on page of document
·
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
The N. 75,72' OF LOTS 21,77,23024
BLOCK 9, OSNER'S 3RD.
Additional legal is on page of document
Assessor's Property Tax Parcel/Account Number
643100 - 0715
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the
document to verify the accuracy or completeness of the indexing information provided herein.



^
This indenture made and entered into the 29^{15} day of $58PT$, 2009
By Northwest Pacific Dev. LLC owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.
WITNESSETH
That for and in consideration of permission to occupy <u>public right of way adjacent to 4914 Linders a 911 N.68</u> , by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore, to be used in connection with the following described real estate situate in King County, Washington, to wit: Insert Legal Description
inselt legal bescription
For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.
This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.
It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.
IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.
Indemnintor(s) Initials: 90 mm,,

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Signature Joyus managny must	la
Signature /	Signature
1	•
Signature	Signature
hands and seals, and/or corporation to be duly executed by their respec	above named have hereunto set their above named have caused this indenture tive corporate officers thereunto duly their respective corporate seals, the
State of Washington) County of King) S.S.	
Washington, duly commissioned	s 29 day of Ser 2009, ary public in and for the State of and sworn, personally appeared
to me known to be the individuals	described in, and who executed, the that they signed and sealed the same and deed, for the uses and purposes
written NOTARY wand official	seal, the day and year first above
= 10 10 mg 10 5 (/ /)	
WASHING Public in	and for the State of Washington
appeared to reference the corporation or limited liablility instrument, and acknowledged the sevoluntary act and deed of said corper for the uses and purposes therein me	me known to be the of cy company that executed the foregoing aid instrument to be their free and coration or limited liability company, entioned, and on oath stated that they trument, and that the seal affixed is

WITNESS my hand and official seal, the day and year first above written. $\ensuremath{\mathsf{W}}$

Notary Public in and for the State of Washington

EXHIBIT "A"

Parcel A:

Lots 21, 22 and the west 20 feet of Lot 23, Block 9, Osner's Third Addition to the City of Seattle, according to the plat thereof recorded in Volume 12 of Plats, page(s) 71, in King County, Washington; EXCEPT the south 30 feet thereof.

Parcel B:

Lot 24, EXCEPT the south 30 feet AND the east 10 feet of Lot 23, EXCEPT the south 30 feet, all in Block 9, Osner's Third Addition to the City of Seattle, according to the plat thereof recorded in Volume 12 of Plats, page(s) 71, in King County, Washington.

FILED CITY OF SEATTLE

Return ACOPESEC 29 PM 4: 45

City of Seattle Transportation

700 5th Ave., Suite #3900

P. O. Box 34996

Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2.
3.
4.
5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. MEHDI, AMIN JAVAHERI
2.
3.
4.
5.
Γ Additional names on page of document
Grantee(s) (Last Name first, then first name and initials)
1. City of Seattle
2.
3.
4.
5.
Additional names on page of document
reductional names on page or document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
Legal Description (Abbreviated: i.e. for, block, plat of section, township, range)
PRATTS ORCHARD ADD W 55 FT
Additional legal is on page of document
Assessor's Property Tax Parcel/Account Number
6889900275
000000270
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the

document to verify the accuracy or completeness of the indexing information provided herein.

This indenture made and entered into the 30 day of Seftanber, 2009

By **MEHDI AMIN JAVAHERI** owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy **public right of way adjacent to 446 Comstock PL**, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore **encroaching into public right of way**, a retaining wall 60 feet long with a maximum height of 6 feet, located 9 feet from property line, to be used in connection with the following described real estate situate in King County, Washington, to wit:

PRATTS ORCHARD ADD Plat, Block 3, Lot 1-2.

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Indemnintor(s)	Initials:	MAJ.	 	
		<i>y</i> •		

Marifum juvaling Signature	
Signature	Signature
Signature	

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the

State of Washington)
County of King) S.S.

day and year first above written.

This is to certify that on this 00 day of 0 0 0 0 0 day of 0 0 0 0 day of 0 0 day of 0 0 day of 0 0 day of 0 0 day of 0 0 day of 0 0 day of 0 0 day of 0 0 day of 0 0 day of 0 0 day of 0 0 day of 0 0 day of 0 0 day of 0 0 day of 0

to me known to be the **individuals** described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year first above written.

Public in and for the State of Washington

JITY OF SEAT	Ţ <u>l</u> t
m9 DEC 29 PM	ii: 45 Return Address: 46
CITY CLE	Oty of Seattle Da. Dept of Transportation 200 546 Ave, # 3900
Or ·	10 BOX 34996
·	Sea. WA 98124-4996

FILTU



PIGEON CREEK APAGE-001 OF 003 10/07/2009 11:48 KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04) **Document Title(s)** (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in) I PUBLIC INDEMNITY AEREFMENT Reference Number(s) of Documents assigned or released: Additional reference #'s on page of document Grantor(s) Exactly as name(s) appear on document 1. PIGEON CREEK INVESTMENT, LLC Additional names on page of document. Grantee(s) Exactly as name(s) appear on document Additional names on page _ of document. Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Additional legal is on page of document. Assessor's Property Tax Parcel/Account Number ☐ Assessor Tax # not yet assigned The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. "I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request." Signature of Requesting Party Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

This indenture made and entered into the 5 day of October ,2009

By PIGEON CREEK INVESTMENTS LLC, a Washington limited liability company, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy <u>public right of way adjacent to 3809 9th Ave. S.</u>, by installing and maintaining therein, in accordance with the submitted application and approved plan, <u>there are two(2)</u> areas of roof overhang as follows: #1) On S. Charlestown St. 3'X 71'= 213 sq.ft.; and #2) On 9th Ave. S. 3' X 160' = 480 sq. ft. to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lots 3, 4, 5 and 6, Block 27, South Seattle Addition to the City of Seattle, according to the plat thereof, as recorded in Volume 1 of Plats, page 35 King County, Washington

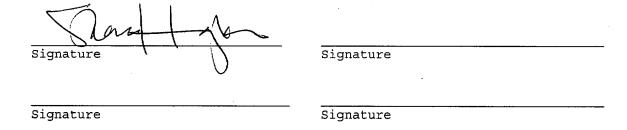
For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Indemnintor(s)	Initials:	54	•	
		/	 	



IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington)
County of King) S.S.

to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year first above written. \bigcap

Notary Public in and for the State of Washington

5th day of Octobble This is to certify that on this before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally to me known to be the the corporation or limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal, the day and year first above

ALNA K. BENARY
COMMISSION ENTERNATION
NOTARY
PUBLIC
5-4-2011
OF WASHINGTON

Notary Public in and for the State of Washington

2

FILED CITY OF SEATTLE

Remon proporous PM 4: 45

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein): 1. PUBLIC PLACE INDEMNITY AGREEMENT 2. 3. 4. 5. Reference Number(s) of Documents assigned or released: (on page of document(s) **Grantor(s)** (Last name first then first name and initials) 1. KLIMAN JED A + KATHERINE 2. 3. 4. 5. Γ Additional names on page of document Grantee(s) (Last Name first, then first name and initials) 1. City of Seattle 2. 3. 4. 5. Additional names on page _____ of document Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range) W 153.92 FT OF S 90 FT M/L OF SE ¼ OF NW ¼ OF NW ¼ OF NW ½ LESS STS Additional legal is on page ___ of document Assessor's Property Tax Parcel/Account Number 3626039241 The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

This indenture made and entered into the 6th day of October ,2009

By Christopher Myers & Leavie New Ile owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy **public right of way adjacent to 10306 Mary Ave. NW**, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore $\underline{4'}$ high, 9' wide, 76' long fence along NW 103^{rd} St, to be used in connection with the following described real estate situated in King County, Washington, to wit:

W 153.92 FT OF S 90 FT M/L OF SE 4 OF NW 4 OF NW 4 OF NW ½ LESS STS

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

Indemnintor(s) Initials:	LD		on				
--------------------------	----	--	----	--	--	--	--

Lami Nule	
# dignature	Signature
Chinty-2. my	Signature

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington)
County of King) S.S.

This is to certify that on this the day of October 2009, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

 ${\tt WITNESS}$ my hand and official seal, the day and year first above written.

Notary (Public in and for the State of Washington



FILED CITY OF SEATTLE

2009 DEC 29 PM 4: 45

Return Address:

CITY CLERK

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):
1. PUBLIC PLACE INDEMNITY AGREEMENT
2. 3.
3.
4.
5.
Reference Number(s) of Documents assigned or released: (on page of document(s)
Grantor(s) (Last name first then first name and initials)
1. Dan & Tammy Rheaume
3.
2. 3. 4.
5.
Additional names on page of document
or document
Grantee(s) (Last Name first, then first name and initials)
i. City of Seattle
2. 3.
3.
4.
5.
Additional names on page of document
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)
, , , , , , , , , , , , , , , , , , , ,
SANDERS 2ND ADD TO W S, PLAT BLOCK 5, PLAT LOT 15 THRU 20
Additional legal is on page of document
- The state of the
Assessor's Property Tax Parcel/Account Number
7547800525
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the
document to verify the accuracy or completeness of the indexing information provided herein.
december to verify the accuracy of completeness of the indexing information provided netern.

This indenture made and entered into the day of	, 20
By RHEAUME, TAMMY & DAN J owner(s) of the real property her described and, hereinafter called the indemnitors.	einafter
WITNESSETH	
That for and in consideration of permission to occupy <u>public right</u> adjacent to 4117 16 th Ave. SW, by installing and maintaining the accordance with the submitted application and approved plan, tinstall and maintain 15' wide by 80' long fence along the West 16 th Ave. SW, to be used in connection with the following descriptable situated in King County, Washington, to wit:	therefore side of
SANDERS 2 ND ADD TO WS, PLAT BLK 5, PLAT LOT 15 THRU 20.	
For and on behalf of themselves, their heirs, exadministrators, successors, assigns, lessees, sub-lessees, tensub-tenants, do, by these presents, hereby covenant and agree to defend, indemnify and hold harmless the City of Seattle, its officers, employees, and agents from any liability, claims, caction, judgments, or expenses, including reasonable attorney necessary litigation expenses incurred by the City, which may accord be suffered by, any person by reason of the use or occupation above described public right of way, or of the construction, exmaintenance or use of the above described structure.	ants and forever fficials, auses of fees and crue to, on of the
This agreement is and shall be deemed to be a covenant atta and running with the above described real estate.	aching to
It is understood and agreed by the indemnitors that the post of a temporary nature, vests no permanent rights whatsoever, and thirty (30) days notice, posted on the premises, or by publication official newspaper of the City of Seattle, or without such notice, such use or occupation shall become dangerous or such structure become insecure or unsafe, or shall not be constructed, maintained in accordance with the provisions of Title 15 of Seattle Municipal the same may be revoked and the structures and obstructions removed.	s wholly that upon on in the in case are shall dor used bal Code,
IN WITNESS WHEREOF, the persons above named have hereunto shands and seals, and the corporations above named have cau indenture to be duly executed by their respective corporate thereunto duly authorized so to do, and attested by their recorporate seals, the day and year first above written.	sed this officers
Indemnintor(s) Initials: 9, , , , , , , , , , , , , , , , , , ,	

Dallame Signature	Signature J Pheaune
Signature	Signature

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington)
County of King) S.S.

This is to certify that on this 08 day of 0ctober 2009, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Danie Rheadme to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year first above written.

Notary Public in and for the State of Washington

Control Public

Char of Character

ANDREW & CARRES

My Appointment Expens Out 10, 2012

CITY CLERK

OG DEC 22 AM 9: 13

CITY CLERK

Return Address:

Seattle Department of Transportation Street Use Division PO Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):							
1. PUBLIC PLACE INDEMNITY AGREEMENT FOR SHORING SYSTEMS IN RIGHTS-OF-WAY							
2.							
3.							
4 .							
15.							
Reference Number(s) of Documents assigned or released: (on page of document(s))							
Grantor(s) (Last name first then first name and initials)							
1. Villiott, Michael R.							
2.							
3.							
4.							
5							
Additional names on page of document							
Grantee(s) (Last Name first, then first name and initials)							
1. The City of Seattle							
2.							
3.							
4.							
5.							
Additional names on page of documents							
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)							
Lots 3 and 4, block 11, volume 2 of plats, page 173, King County, WA.							
Additional legal is on page of Document Assessor's							
Property Tax Parcel/Account No.							
7174800460							
1							

PUBLIC PLACE INDEMNITY AGREEMENT FOR SHORING SYSTEMS IN RIGHTS-OF-WAY

This indenture made and entered into the 13 day of October
__, 2009 by MV Cubed LLC, owner(s) of the real property hereinafter
described and of said real property, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy a public rights-of-way adjacent to 5212 22nd Avenue NE along 22nd Avenue NE by erecting and maintaining therein, in accordance with the application [Department Of Planning And Development Application Project Number 6126329 and Seattle Department of Transportation Permit Number 83588] therefore a Shoring System designed to support The Public Rights-Of-Way during the construction of the development with vertical elements extending into The Public Rights-Of-Way adjacent to and to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lots 3 and 4,BLOCK 11, RAVENNA SPRINGS PARK SUPPLEMENTAL, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 173, RECORDS OF KING COUNTY, WASHINGTON.

EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 74496 For 22^{ND} Avenue Ne, as provided by ordinance no. 26601 of the CITY of Seattle.

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, it's officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers

thereunto	duly	author	cized	d so	to	do,	and	attest	ed b	οу	their	respective
corporate	seals	, the	day	and	yea /	ar f	irst	above	writ	te	en.	-

Indemnitors Initials: , _____, ____, _____,

Public Place Indemnity Agreement for Shoring Systems in Rights-Of-Way

Property Address: 5212 22nd Avenue NE, Seattle, WA

MV Cubed LLC

(Owner of the Property)

. . . •

BY:

BY: (SIGNATURE OF INDEMNITORS)
Michael R. Villiott
Manager-MV Cubed LLC (PRINTED TITLE OF INDEMNITORS)
IN WITNESS WHEREOF; the persons above named have hereunto set their hands and seals; or the persons of the corporations above named; or the persons of the limited liability company above named have caused this indenture to be duly executed by their respective agents and company officers thereunto duly authorized so to do, and attested by their respective corporate seals, if any, the day and year first above written.
STATE OF Weshington) ss: (INDEMNITOR'S ACKNOWLEDGMENT)
COUNTY OF King
On this 13 day of 0ctober, 2009, before me a notary public in and for the State of
Washing Hon . , duly commissioned and sworn, personally appeared
Michael R. Villiptt , who executed the foregoing Public Place Indemnity Agreement,
and acknowledged to me that $\underline{\underline{h}\underline{e}}$ signed and sealed said Agreement as the free and voluntary act and
deed of the Indemnitors so identified in the foregoing Agreement for the uses and purposes therein
mentioned, and on oath stated that he is/are authorized to execute said Agreement for the Indemnitors
named therein.
WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.
Signature of Notary Public) (Signature of Notary Public) (Print or type Name of Notary Public)
Notary Public in and for the State of Washington residing at Woodin Villa, WA My commission expires 1-29-10
SHOW THE SHO

Return Address:

CONFORMED COPY

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996

20091019000366 BABYLON GOLD AG PAGE-001 OF 003 10/19/2009 09:43

Document Title(s) (or transactions contained therein):	
1. PUBLIC PLACE INDEMNITY AGREEMENT	
2.	
3.	
4.	ŀ
5.	ľ
Reference Number(s) of Documents assigned or released: (on page of document(s)	}
Grantor(s) (Last name first then first name and initials)	ļ
1. BABYLON GOLD, LLC	
	1
2. 3.	
4.	
T.	,
	B
Γ Additional names on page of document	<u> </u>
Grantee(s) (Last Name first, then first name and initials) 1. City of Seattle 2. 3. 4. 5.	- -
Grantee(s) (Last Name first, then first name and initials)	ار د
1. City of Seattle	0
2. 3.	
[3.	1
4.	=
5.	=
Additional names on page of document	5
	1
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)	1
Lot 6, Block 2, Washington Park Addition 1st Subdivision	
	İ
Additional legal is on page of document	
	1
Assessor's Property Tax Parcel/Account Number	ļ
9185700100	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the	
document to verify the accuracy or completeness of the indexing information provided herein	

CITY OF SEATTLE

This indenture made and entered into the 2nd day of October , 2009

By BABYLON GOLD LLC, A WASHINGTON LIMITED LIABILITY COMPANY, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

WITNESSETH

That for and in consideration of permission to occupy public right of way adjacent to 602 34TH AVENUE EAST, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore the existing rockery/retaining wall entrance steps and hardrail, encroaching into the 34th Ave E property frontage; and the existing rockery/retaining wall, in addition to the new retaining wall/rockery, entrance steps and handrail encroaching into the E. Mercer Street property frontage, installed per approved plan, to be used in connection with the following described real estate situate in King County, Washington, to wit:

LOT 6, BLOCK 2, WASHINGTON PARK ADDITION $1^{\rm ST}$ SUBDIVISION OF THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 9 OF PLATS, PAGE 49, KING COUNTY WASHINGTON

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers

thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

	(for Balylon Gold, i.e.
Babylon Gold, LLC y Jan Kling Signifium menser	Signature
Signature	Signature

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington)
County of King) S.S.

This is to certify that on this day of October 2009, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared TAMES M. KRISTOF

to me known to be the <u>weekles</u> of the corporation or limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal, the day and year first above written.

Notary Public in and for the State of Washington

2

OSEPH DE

Return Address:



Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)
Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)
1. Public Place Indemnity Agreement
34
Reference Number(s) of Documents assigned or released:
Additional reference #'s on page of document
Grantor(s) Exactly as name(s) appear on document
1. ESSEX. East lake UMin LP.
2
Additional names on page of document.
Grantee(s) Exactly as name(s) appear on document
1. Seather Powks of Theweation Reportment
2
Additional names on page of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) LO+6 25, 26, 27, 28 and 29, Block 20, Denny Fuhrwan Add tim
Additional legal is on page of document.
Assessor's Property Tax Parcel/Account Number
assigned 19 5970 - 1330
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.
"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."
Signature of Requesting Party
Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

Portions of this document may be illegible. Recorded at customer's insistance

This indenture or indemnity agreement (Agreement) is entered into the 21th day of October, 2009, by ESSEX EASTLAKE UNION LP (Essex), a Washington limited liability partnership, owners of the real property described below.

Essex agrees to execute this Agreement in consideration for the permission to occupy public right of way adjacent to 2851 Eastlake Ave. E. and install, in accordance with the approved Street Use permit and the attached Memorandum of Agreement with the City Parks Department, a five-foot-wide timber stairway and walking path that encroaches into the alley and E. Shelby St. rights of way (public place) and that will be used in connection with the following real property: Lots 25, 26, 27, 28 and 29; Block 20, Denny Fuhrman Addition to the City of Seattle, according to the plat thereof, as recorded in Volume 7, of Plats, page 34, King County, Washington.

On behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, Essex agrees to forever hold and save the City free and harmless from any and all claims, actions or damages of every kind and description, including reasonable attorney fees and necessary litigation expenses incurred by the City that may accrue to, or be suffered by, any person by reason of the construction, existence, maintenance, use, or occupation of the above-described public place, stairway, or path.

This agreement is and shall be deemed to be a covenant attaching to and running with the above-described real estate.

It is understood and agreed by Essex that the permission to occupy the above-described public place is wholly of a temporary nature, vests no permanent rights, and that upon thirty-days notice posted on the premises or published in the official City newspaper; or without notice if the use or occupation becomes dangerous or the structure becomes insecure or unsafe or is not constructed, maintained or used in accordance with Title 15 of Seattle Municipal Code; the permission to occupy the public place may be revoked and the structures and obstructions may be ordered removed.

IN WITNESS WHEREOF, the above-named persons have executed this indemnification agreement and the above-named corporations have caused this indemnification agreement to be executed by their respective corporate officers that are authorized to execute this agreement, and attest by their respective corporate seals, their signature, which is given on the day and year written above.

Date:

ohn D. Eudy, Executive VP

Essex Eastlake Union LP

ACKNOWLEDGMENT

State of California County of Santa Clara)	
On October 29, 2009	before me,	Elisa M Taylor, Notary Public
		(insert name and title of the officer)
subscribed to the within instrumer his/her/their authorized capacity(i	satisfactory ent and acknow es), and that b	vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENALTY OF PER paragraph is true and correct.	JURY under t	he laws of the State of California that the foregoing

Memorandum of Agreement Regarding Maintenance of South Stairway at Fairview Park

Seattle Parks and Recreation Department's Conservation Corps Program and

Essex Eastlake Union LP

I. Parties and Purpose

This Agreement, entered into by Seattle Parks and Recreation Department (SPR), and Essex Eastlake Union LP (Essex) and its successors and assigns, collectively the parties, addresses the maintenance of a pedestrian stairway and associated gravel path located in the unopened street right-of-way of Bast Shelby Street between Eastlake Avenue East and Fairview Avenue East, which is located adjacent to Fairview Park.

II. Term

This Agreement shall run for the same one-year period as the Seattle Department of Transportation (SDOT) Street Use Permit and annual renewal of that Street Use Permit that Essex must obtain for the stairway and path. The Agreement must be renewed by Essex prior to the final effective date of the Street Use Permit or its annual renewal. If the Agreement is not renewed, the parties will have no further obligations under this Agreement, provided, Essex shall remain liable to SPR for any unpaid maintenance costs.

III. Stairway and gravel path description

The stairway and gravel path subject to this Agreement are identified on the plan sheets and photograph attached as Exhibit A. The stairway is 5 feet wide, approximately 55 feet in length, and constructed of treated timbers and filled with crushed rock. The path is 5 feet wide, approximately 30 feet in length, and constructed of crushed rock with treated timber edging. The path connects the stairway to the Essex property boundary, to the south of the stairway.

IV. Responsibilities of SPR

- Maintain the stairway and path consistent with the Stairway and Path Maintenance Plan attached as Appendix B. Repairing or replacing the stairway timbers and handrail are not SPR's responsibility.
- 2. Construct a handrail on the stairway consistent with City standards and with SDOT's permission.

V. Responsibilities of Essex

 Pay SPR's Conservation Corps Program \$1,940.00 per year to cover the costs associated with maintaining the stairway and path as described in IV.1 above. Payment for the first year shall be pro-rated from and owing on the date this Agreement is entered into.

Payment for each following year shall be received by SPR on or before January 2nd. If

Essex fails to make payment as provided for in the Agreement, the Agreement shall terminate without further action by the parties.

- Pay SPR's Conservation Corps Program a one-time lump-sum payment of \$1,000 to cover all costs associated with constructing the handrail described in IV.2. above.
 Payment shall be owing on the date this Agreement is entered into.
- 3. Repair or replace the stairway timbers or handrails as necessary in order to maintain them in a safe condition.
- 4. Maintain the stairway and path in the event the Agreement is not renewed or otherwise ceases to be in effect.

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Date: 10/29/09

Date: 10/29/8

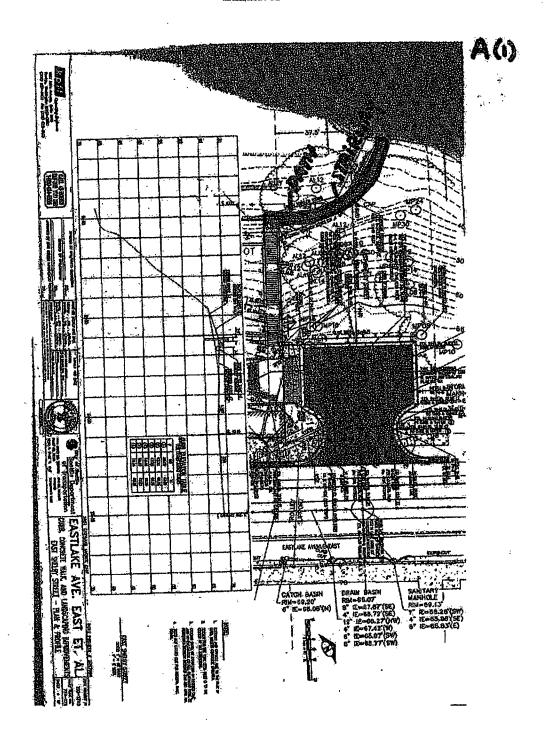
Timothy Gallagher, Superintendent

Seattle Parks and Recreation Department

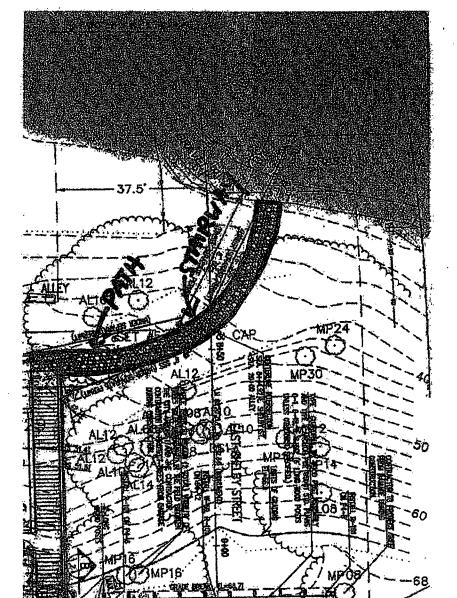
John D. Eudy, Executive VP

Essex Eastlake Union LP

Exhibit A

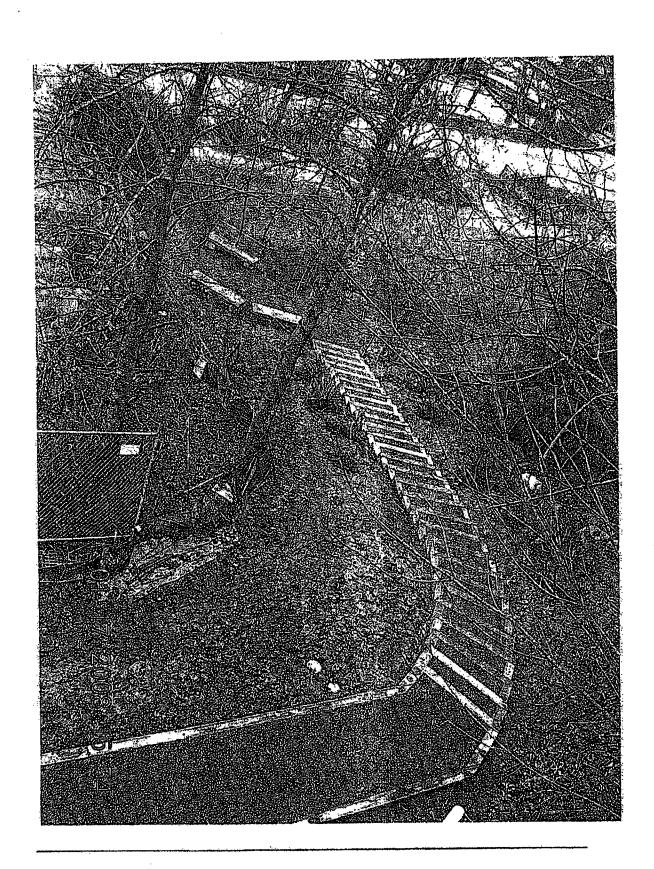


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#### Exhibit B

#### STAIRWAY AND PATH MAINTENANCE PLAN

This stairway is 5 feet wide, approximately 55 feet in length, and constructed of treated timbers and filled with crushed rock. The path is 5 feet wide, approximately 30 feet in length, and constructed of crushed rock with treated timber edging. The path connects the stairway to the Essex property boundary, to the south of the stairway. SPR will install a handrail to the north side of the stairway and Essex will pay SPR \$1000, which includes materials and labor, to construct the handrail.

#### MAINTENANCE ACTIVITIES:

Leaf removal. This activity will be required during the months of October through December. Early leaf fall can be blown into the adjacent bed areas while later heavy accumulations may require removal. If the P-Patch is interested in using the leaves for mulch, the leaves not need to be removed from the site. The laborer assigned to the SPR maintenance route will spend approximately one hour per week for 8 to 10 weeks removing the leaf litter.

Stairway surface maintenance. The ADA crushed rock placed between the stairs will need to be periodically replenished. It is estimated that two cubic yards of rock per year at \$25 per cubic yard will be needed to fill and tamp the stairs. The SPR laborer will report to SPR monthly on the condition of the stairway. With monthly inspections, filling and tamping the gravel will be performed as needed. The laborer will spend approximately four hours per year performing this activity.

Weed control on the stairway. The stairway will need to have the weeds removed during the growing season. This is not a Pesticide-Free Park and its proximity to the P-Patch suggests minimizing the use of herbicides. The stairs could, however, be spot-treated by using Roundup on existing weeds. The alternative is hand-weeding. Keeping leaves and other debris off of the gravel will help prevent weed growth. The district senior gardener will work with the laborer to use the best management practices to achieve the desired results. The SPR laborer will spend approximately four hours per month during the April through October growing season for these activities.

#### SUMMARY:

OU RELIEF LA CALL	
Leaf Removal (10 hours of labor per year at \$45/hr)	\$450 per year
Replenish crushed rock (\$50 materials plus 4 hours of labor per year at \$45/hr)	\$230 per year
Weed control (4 hours of labor per month at \$45/hr for 7 months)	\$1260 per year
TOTAL	\$1940 per year

Construct Handrail (one-time lump sum)

\$1000

### **ACKNOWLEDGMENT**

on October 29, 2009	batore me	Elisa M Taylor, Notary Public
AN 12 BRADE OF SECURITION OF		Elisa M Taylor, Notary Public (Insert name and title of the officer)
subscribed to the within instru	s of satisfactory e ment and acknow ltv/les), and that b	widence to be the person(s) whose name(s) is/are riedged to me that he/she/they executed the same to by his/her/their eignature(s) on the instrument the season(s) acted, executed the instrument.
who proved to me on the basic subscribed to the within instru- his/her/their authorized capaci person(s), or the entity upon b	s of satisfactory or ment and acknow lly(les), and that b schalf of which the PERJURY under t	ledged to me that he/she/they executed the same t

Return Address:

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein):  1. PUBLIC PLACE INDEMNITY AGREEMENT		
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Reference Number(s) of Documents assigned or released: (on page of document(s)  Grantor(s) (Last name first then first name and initials)		
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Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)		
DUMARS HIGHLAND PARK PLAT, BLOCK F, PLAT 4-5-6		
Additional legal is on page of document		
Assessor's Property Tax Parcel/Account Number		
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The Auditor/Recorder will rely on the information provided on the form. The staff will no	nt read	the
document to verify the accuracy or completeness of the indexing information provided herein.	, read	·

This indenture made and entered into the  $11^m$  day of Siptumber, 2009

By MEGAN BLACKSHER owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

#### WITNESSETH

That for and in consideration of permission to occupy public right of way adjacent to 7523 8TH Ave SW, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore encroaching into public right of way, brick and concrete seating wall with circular planter and Railroad tie raised planting beds, to be used in connection with the following described real estate situate in King County, Washington, to wit:

#### DUMARS HIGHLAND PARK Plat, Block F, Lot 4-5-6

For and on behalf of themselves, their heirs, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington) County of King

Megan Blacksher 9/11/09

This is to certify that on this day of Curtoble 09, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year first above written.

WITNESS my hand and official seal, the day and year first above written.

Residence in Renton, WA

My Commission Renton, WA

My Commission Upine 1/21/2012



20091109002266 SEAN PAGE-001 OF 003 11/09/2009 15:12 KING COUNTY, WA

Return Address:

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996

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LotS 3 & 4, Block 33, Bell & Denny's 2nd Addition			
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This indenture made and entered into the 9th day of November, 2009

By HARBOR ALTO LLC, a Washington limited liability company, owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

#### WITNESSETH

That for and in consideration of permission to occupy <u>public right of way adjacent to 311 Cedar Street</u>, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore on the 3rd Ave. side of property are building overhangs encroaching 13 square feet and 26 square feet over public right of way; on the Cedar St. side of property are seating benches to be used in connection with the following described real estate situate in King County, Washington, to wit:

Lots 3 & 4, Block 33, Bell and Denny's 2nd Addition to the City of Seattle, according to the plat thereof as recorded in Volume 1 of Plats, page 77, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

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Indemnintor(s)	Initials:	· · · · · · · · · · · · · · · · · · ·		<i>i</i>	
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Signature	

Denny P. Onslow, Executive V.P., Harbor Properties, Inc., Manager Harbor Alto LLC

Signature

Signature

Signature

IN WITNESS WHEREOF, the person(s) above named have hereunto set their hands and seals, and/or corporation above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

State of Washington) County of King ) S.S.

This is to certify that on this day of before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared

to me known to be the individuals described in, and who executed, the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year first above written.

Notary Public in and for the State of Washington

9 day of November 2009 This is to certify that on this before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Denny P. Onslow to me known to be the Exec. V. P. of the corporation or limited liablility company that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seel of said corporation.

Written

Notary Public in and for the State of Washington



#### Return Address:

City of Seattle Seattle Dept. of Transportation 700 5th Ave., Suite #3900 P. O. Box 34996 Seattle, WA 98124-4996



Document Title(s) (or transactions contained therein): 1. PUBLIC PLACE INDEMNITY AGREEMENT 2. 3. 4. Reference Number(s) of Documents assigned or released: (on page of document(s) Grantor(s) (Last name first then first name and initials) 1. SOSUMI LLC 2. 3. 4. Additional names on page _____ of document Grantee(s) (Last Name first, then first name and initials) 1. City of Seattle 2. 3. 4. 5. Additional names on page _____ of document Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range) Lot 11, Block 31, Lake Union Shore Lands, Block 31 Additional legal is on page of document Assessor's Property Tax Parcel/Account Number 4089800060 The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

This indenture made and entered into the jut day of bookerber 2009

By **SOSUMI LLC, a Washington limited liability company,** owner(s) of the real property hereinafter described and, hereinafter called the indemnitors.

#### WITNESSETH

That for and in consideration of permission to occupy <u>public right of way</u> adjacent to 10 E. ALLISON Street, by installing and maintaining therein, in accordance with the submitted application and approved plan, therefore, an 810 square foot deck encroaching into the East Allison Shoreline Street End to be used in connection with the following described real estate situate in King County, Washington, to wit:

## Lots 11, Block 31, Lake Union Shore Lands, Block 31, City of Seattle, King County, Washington

For and on behalf of themselves, their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants, do, by these presents, hereby covenant and agree to forever defend, indemnify and hold harmless the City of Seattle, its officials, officers, employees, and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses incurred by the City, which may accrue to, or be suffered by, any person by reason of the use or occupation of the above described public right of way, or of the construction, existence, maintenance or use of the above described structure.

This agreement is and shall be deemed to be a covenant attaching to and running with the above described real estate.

It is understood and agreed by the indemnitors that the permission to occupy the above described public place hereby contemplated is wholly of a temporary nature, vests no permanent rights whatsoever, and that upon thirty (30) days notice, posted on the premises, or by publication in the official newspaper of the City of Seattle, or without such notice, in case such use or occupation shall become dangerous or such structure shall become insecure or unsafe, or shall not be constructed, maintained or used in accordance with the provisions of Title 15 of Seattle Municipal Code, the same may be revoked and the structures and obstructions ordered removed.

IN WITNESS WHEREOF, the persons above named have hereunto set their hands and seals, and the corporations above named have caused this indenture to be duly executed by their respective corporate officers thereunto duly authorized so to do, and attested by their respective corporate seals, the day and year first above written.

<pre>Indemnintor(s) Initials:,</pre>	
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within instrument, and acknowledged as their free and voluntary act therein mentioned.	described in, and who executed, the indicate the signed and sealed the same and deed, for the uses and purposes seal, the day and year first above
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