

Richard Gholaghong  
DPR Discovery Park Montana Circle LBA ORD ATT 5  
May 27, 2014  
Version #1

RECORDED AT THE REQUEST OF  
AND AFTER RECORDING RETURN TO:

FOSTER PEPPER PLLC  
1111 Third Avenue, Suite 3400  
Seattle, Washington 98101-3299  
Attention: Beth A. Clark

**LANDSCAPE MAINTENANCE EASEMENT AGREEMENT**  
**Discovery Park/Montana Circle**

Grantor: The City of Seattle by and through its Department of Parks and Recreation

Grantee: Pacific Northwest Communities, LLC, a Delaware limited liability company

Grantor Property/Abbreviated  
Legal Description: Ptn Sec. 15, 25 N, 03E, WM  
Complete legal description on Exhibit A

Grantee Property/Abbreviated  
Legal Description: Ptn Sec. 15, 25 N, 03E, WM; NW 1/4  
Ptn Sec 10, 25 N, 03E, WM; SW 1/4  
Complete legal description on Exhibit B

Grantor Property/Assessor's Tax  
Parcel No.: Portion of 1525039012, 1025039057 and 1525039047

Grantee Property/Assessor's Tax  
Parcel No: Portion of 1525039047

Reference No.  
(If applicable): N/A

**LANDSCAPE MAINTENANCE EASEMENT AGREEMENT**  
**Discovery Park/Montana Circle**

This Landscape Maintenance Easement Agreement (this “Agreement”), by and between the City of Seattle by and through its Department of Parks and Recreation (“City” or “Grantor”) and Pacific Northwest Communities, LLC, a Delaware limited liability company (“PNC” or “Grantee”), is dated as of the date fully executed by both Grantor and Grantee and shall be effective upon the date of recording (“Effective Date”).

**RECITALS**

A. City owns the real property legally described in Exhibit A attached hereto and made a part hereof (the “Grantor Property”). The Grantor Property is a portion of the City-owned public park known as Discovery Park and located in Seattle, Washington.

B. The Grantor Property is located in the Fort Lawton Landmark District.

C. Grantee owns certain real property immediately adjacent to the Grantor Property and legally described in Exhibit B attached hereto and made a part hereof (the “Grantee Property”). The Grantee Property commonly known as Montana Circle, is located within Discovery Park, and is part of the Fort Lawton Landmark District.

D. City has agreed to grant a nonexclusive easement for landscape installation and maintenance purposes over and upon the Grantor Property in favor of Grantee to allow Grantee to install and maintain landscaping improvements, consistent with Fort Lawton Landmark District standards and requirements and acceptable to the City, subject to the terms and conditions set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.

2. Grant of Easement. As of the Effective Date, City hereby grants and conveys, without fee or charge, to Grantee and to those Permitted Assignees as defined in Section 6

below, a nonexclusive easement over and upon the Grantor Property (the “Easement”). A site plan depicting the location of the Grantor Property is attached hereto as Exhibit C.

3. Purpose of Easement. The purpose of the Easement is to allow Grantee and Permitted Assignees to periodically install, maintain and remove Vegetative Landscaping (defined in Section 5 below) on and within the Grantor Property, subject to the terms and conditions of this Agreement, and for no other purpose.

4. Use by Grantee. Use of the Grantor Property is limited to the purposes described in Section 3 above, and subject to the terms and conditions of this Agreement. Any other use is expressly prohibited other than such use as is open to members of the general public. Fruit and vegetable gardening and planting of edible plants intended for human consumption are expressly prohibited.

5. Installation and Maintenance of Vegetative Landscaping. In the event that Grantee elects to install or remove any plants, trees or other vegetation (“Vegetative Landscaping”) on the Grantor Property:

(a) Grantee shall first contact the Seattle Historic Preservation Officer (as defined in the Seattle Municipal Code) concerning necessary approvals by the Seattle Landmarks Preservation Board (as defined in the Seattle Municipal Code) and for information about appropriate plantings in the Fort Lawton Historic District (as defined in the Seattle Municipal Code). Grantee shall then submit to Grantor three copies of a planting plan or removal and replanting plan (one of which must be in generally accepted digital format), as applicable. Grantee shall do no work until after receiving written permission from the City’s Superintendent of Parks and Recreation or his/her designee (“Superintendent”), reaching written agreement with the Department of Parks and Recreation about the standard of maintenance for the Vegetative Landscaping (“Maintenance Standards”); verifying location of utilities (see Section 5(b) below); obtaining all other necessary permits and other approvals for such work at Grantee’s cost, including, without limitation, a certificate of approval from the Seattle Landmarks Preservation Board (“Certificate of Approval”) as provided in the Seattle Municipal Code; providing the name and address of the contractor who will perform the work and evidence satisfactory to the Superintendent that the contractor is licensed, bonded, and insured; and providing evidence to the Superintendent of receipt of a Certificate of Approval or written evidence from the Seattle Historic Preservation Officer that a Certificate of Approval is not required. Grantee, through its contractor, shall complete all work expeditiously and at its sole cost and expense and shall promptly repair any damage to the Grantor Property or to any area of Discovery Park outside of the Grantor Property caused by such work. Neither Grantee nor its contractor(s) shall use or occupy any portion of Discovery Park lying outside of the Grantor Property for such work or staging of such work without the prior written permission of the Superintendent. Installation of any and all Vegetative Landscaping by Grantee

pursuant to this Agreement is intended to be solely discretionary on the part of Grantee, and nothing within this Agreement shall obligate or be deemed to obligate Grantee to install any Vegetative Landscaping within the Grantor Property. Grantee shall be solely responsible for all costs of installation and upkeep and maintenance of any and all Vegetative Landscaping Grantee elects to install within the Grantor Property. Grantee shall maintain, through a licensed, bonded and insured contractor, Vegetative Landscaping according to the Maintenance Standards. In the event that Grantee fails to maintain Vegetative Landscaping consistent with the Maintenance Standards, then City, following a minimum of thirty (30) days written notice to Grantee, may elect in its sole discretion to terminate this Agreement and to perform such maintenance at its expense or to remove some or all Vegetative Landscaping at Grantee's expense.

(b) In addition to the provisions of Section 5(a) above, with respect to that portion of the Grantor Property depicted in Exhibit C attached hereto and described as the "Sewer Utility Area," Grantee further agrees that no Vegetative Landscaping or obstruction of any kind shall be erected or planted, or any fill material placed within the boundaries of the Sewer Utility Area without the written permission of the City's Director of Seattle Public Utilities, or any such office or board who may hereafter succeed to the jurisdiction and powers in respect to the utilities within the Sewer Utility Area now possessed by the City acting through its agency, Seattle Public Utilities. In addition, Grantee agrees no excavation shall be made within five (5) feet of the Sewer Utility Area.

## 6. Assignment

(a) This Easement and all rights and obligations of Grantee in this Agreement are not assignable except: (a) to a new owner of the entire Grantee Property; or (b) in the event that the Grantee Property is converted to a condominium (a "Condominium") and/or the Grantee Property is subdivided into lots or unit lots, to a single owners' association ("HOA") for the Condominium and/or subdivision, as applicable. The foregoing are referred to herein as "Permitted Assignees." No assignment to a Permitted Assignee shall be valid or enforceable unless and until Grantee delivers to the Department of Parks and Recreation and the Superintendent of Parks and Recreation or designee approves (i) an executed assignment in the form attached hereto as Exhibit D ("Assignment"), (ii) evidence of insurance as required by Section 8 below, (iii) if the Permitted Assignee is a corporation, limited liability company or limited partnership (an "entity"), copies of the charter documents of the Permitted Assignee evidencing its power and authority to perform Grantee's obligations under the Agreement (and, if the Permitted Assignee is a limited partnership whose general partner is an entity, copies of such general partner's charter documents), (iv) if the Permitted Assignee is an entity, a certificate of existence ("Certificate of Existence") for the Permitted Assignee (and, if the Permitted Assignee is a limited partnership whose general partner is an entity, a Certificate of Existence for the general partner) issued by the Washington Secretary of State dated no earlier than thirty days

prior to delivery thereof to Grantor, and (v) if the Permitted Assignee is a new owner of the entire Grantee Property, a conformed copy of the recorded deed conveying the Grantee Property to the Permitted Assignee. As used herein, "charter documents" shall mean (i) for a HOA, the HOA's Articles of Incorporation and Bylaws, (ii) for a corporation other than a HOA, the corporation's Articles of Incorporation, Bylaws and authorizing resolutions of the corporation's Board of Directors, (iii) for a limited liability company, the company's Certificate of Formation, Operating Agreement and resolutions of the company's manager (if the company is manager-managed) or members (if the company is member-managed), or (iv) for a limited partnership, the limited partnership's Certificate of Limited Partnership, Limited Partnership Agreement and authorizing resolutions of the limited partnership's general partner. Grantor may withhold or condition its consent to an assignment of this Agreement only if Grantee fails to meet the requirements set forth above. Upon Grantor's approval of information provided by Grantee, Grantee shall record the Assignment with King County (Recorder's Office) within thirty (30) days of Grantor's approval, and provide a copy of the recorded document(s) to Grantor within forty-five (45) days of recordation.

(b) No other assignment of the Easement or of the rights and obligations of Grantee under this Agreement to other than a Permitted Assignee shall be permitted without the prior express written consent of the Superintendent, which may be withheld in the Superintendent's sole discretion.

(c) This Easement and the rights and obligations in this Agreement do not run with the Grantee Property and are personal to Grantee and Permitted Assignees.

7. City Use. The City may use the Grantor Property for any purpose that does not unreasonably interfere with the purposes of the Easement described in Section 3 above. In addition, the City may from time to time close the Grantor Property for public safety, construction, maintenance and repair activities, emergencies, or as otherwise deemed necessary by the City.

8. Insurance. Grantee shall, at its own expense, maintain on file with the City prior to exercising any rights under this Agreement and for the duration of this Agreement, currently effective and satisfactory certification of primary Comprehensive General Liability insurance with limits of liability incident to Grantee's exercise of rights under this Easement of not less than \$1,000,000 combined single limit per occurrence subject to no deductible. Such policy must specifically include "the City of Seattle" as an additional insured for primary and non-contributory limits of liability incident to Grantee's exercise of rights under this Easement and provide that the City shall be given not less than thirty (30) days prior written notice of cancellation or non-renewal, except ten (10) days with respect to cancellation for non-payment of premium. Certification of insurance shall be issued to "The City of Seattle, Risk Management Division, P.O. Box 94669, Seattle, WA 98124-4669" and shall be delivered electronically in

PDF format as an email attachment to riskmanagement@seattle.gov with a copy to Grantor at the address provided in Section 15 below.

9. Release and Indemnification. Grantee does hereby release, indemnify and promise to defend and save City harmless from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by or in defense thereof, asserted or arising directly or indirectly on account of the acts, errors or omissions of Grantee and its employees, agents, and contractors in connection with the Grantor Property or this Agreement; provided, however, that this paragraph does not purport to indemnify City against liability for damages arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the gross negligence or willful misconduct of City and/or City's agents or employees or members of the general public.

10. Environmental Obligations. Grantee will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Grantor Property (or off-site of the Grantor Property that might affect the Grantor Property), or transport to or from the Grantor Property, in a manner that violates any Environmental or Safety Law or results in contamination of the Grantor Property, any Hazardous Substance or authorize any other person or entity to do so. Grantee shall protect, indemnify, hold harmless and defend the City and its successors, transferees and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to a breach of covenant or agreement contained in this Section 10 including, without limitation, the costs of any required or necessary repairs, cleanup or detoxification of the Grantor Property or Grantor's property adjacent to the Grantor Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity does not apply to actions of the City, its agents or independent contractors or members of the general public. For the purpose of this Section 10, the following terms shall be defined as provided below unless the context clearly requires a different meaning:

(a) "Environmental or Safety Law" means the Federal Water Pollution Control Act, the Clean Air Act, the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act, the Toxic Substances Control Act ("TSCA"), the Occupational Safety and Health Act, the Hazardous Materials Transportation Act, the Hazardous Materials Transportation Uniform Safety Act, the Oil Pollution Act of 1990, the Washington Water Pollution Control Act, the Clean Air Washington Act, the Washington Hazardous Waste Management Act ("HWMA"), the Washington Model Toxics Control Act ("MTCA"), the Washington Industrial Safety and Health Act, the Washington Worker and Community Right to Know Act, and the Washington Oil and Hazardous Substance Spill Prevention and Response Act, together with all regulations promulgated under any such authority, and any and all other federal,

state, regional, local or international statutes, regulations, rules, ordinances, orders, court or regulatory agency directives, permits, licenses, governmental authorizations and common law causes of action that apply to (1) any hazardous substance or material regulated or restricted under CERCLA, RCRA, TSCA, MTCA, or the HWMA; (2) any other pollutant, contaminant, or waste; (3) the health or safety of persons; or (4) the protection of the environment or land use. "Environmental or Safety Law" includes past and future amendments and supplements.

(b) "Hazardous Substances" means any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any Environmental or Safety Law.

11. Enforcement. In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties hereto shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. In addition, in the event that Grantee (or any Permitted Assignee, if applicable) violates any of its covenants or agreements set forth in this Agreement, then City, following a minimum of thirty (30) days written notice to Grantee, may elect in its sole discretion to terminate this Agreement.

12. Amendment; Termination. This Agreement may be modified or amended only by written agreement of the parties, subject to City Council approval if determined necessary by the Grantor. This Agreement may be terminated only as provided in Sections 5 and 11 or by a minimum of thirty (30) days written notice to Grantee in the event that the Grantor Property is required for park improvements, including, without limitation, Discovery Park Boulevard right of way improvements, improving or installing walking paths or utility upgrade. Termination is effective upon the date stated in the written notice under Sections 5, 11 or this Section 12, and Grantor may, at its election, record a termination of the Easement and this Agreement in the records of the King County Recorder. Indemnity under Section 9 of this Agreement for actions, claims and events arising or occurring prior to termination survive termination. Except for unilateral termination of the Easement and this Agreement by the City under this Section 12, Grantee's obligation for removal expenses of Vegetative Landscaping survives termination.

13. Waiver. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

14. Captions. The captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

Richard Gholaghong  
DPR Discovery Park Montana Circle LBA ORD ATT 5  
May 27, 2014  
Version #1

15. Notices. All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered personally, (ii) sent by a nationally recognized overnight delivery service, or (iii) sent by U.S. mail, postage prepaid, return receipt requested, to:

City at: Seattle Department of Parks and Recreation  
800 Maynard Avenue S., Suite 300  
Seattle, WA 98134  
Attn: Property Management

Grantee at: Pacific Northwest Communities, LLC  
19578 – 10<sup>th</sup> Avenue NE  
Poulsbo, WA 98370

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one instrument.



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CITY: CITY OF SEATTLE

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

GRANTEE: PACIFIC NORTHWEST COMMUNITIES, LLC, a  
Delaware limited liability company

By: Northwest Military Communities, LLC, a Delaware  
limited liability company, its Managing Member

By: FC Northwest, Inc., its sole member

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

Exhibits

- Exhibit A - Legal Description of Grantor Property
- Exhibit B - Legal Description of Grantee Property
- Exhibit C - Depiction of Grantor Property and Sewer Utility Area
- Exhibit D - Assignment and Assumption of Grantee Rights/Obligations Under Landscape Maintenance Easement Agreement

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STATE OF WASHINGTON                    |  
  | ss.  
COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ a municipal corporation, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the state of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

Richard Gholaghong  
DPR Discovery Park Montana Circle LBA ORD ATT 5  
May 27, 2014  
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STATE OF WASHINGTON |  
COUNTY OF \_\_\_\_\_ | ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of FC Northwest, Inc. a corporation, which is the sole member of Northwest Military Communities, LLC, a limited liability company, which is the managing member of PACIFIC NORTHWEST COMMUNITIES, LLC, a limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

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DPR Discovery Park Montana Circle LBA ORD ATT 5  
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EXHIBIT A  
LEGAL DESCRIPTION OF GRANTOR PROPERTY

**MONTANA CIRCLE**

**TRIAD JOB NO. 09-027  
MAY 7, 2014**

THAT PORTION OF FORT LAWTON, IN THE CITY OF SEATTLE, AND LOCATED WITHIN SECTIONS 15 OF TOWNSHIP 25 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, AS DESCRIBED IN QUIT CLAIM DEED FROM THE UNITED STATES OF AMERICA TO THE CITY OF SEATTLE RECORDED UNDER KING COUNTY RECORDING NUMBER 8005070540, DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41<sup>ST</sup> AVENUE WEST AND WEST EMERSON STREET, SEATTLE, WASHINGTON;

THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED AT THE INTERSECTION OF MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;

THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1 AT THE SOUTHWEST CORNER OF THE **MONTANA CIRCLE HOUSING PARCEL** AS DESCRIBED AS EXCEPTED PARCEL 8 OF FORT LAWTON CONVEYANCE RECORDED UNDER SAID KING COUNTY RECORDING NUMBER 8005070540, AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°04'14" EAST ALONG THE SOUTH LINE OF SAID **MONTANA CIRCLE HOUSING PARCEL**, 239.66 FEET TO A MONUMENT MARKED AS U.S.N.-MC-5;

THENCE NORTH 36°07'30" EAST ALONG THE EASTERLY LINE OF SAID **MONTANA CIRCLE HOUSING PARCEL**, 1.86 FEET TO A POINT ON A CURVE, THE CENTER OF WHICH BEARS NORTH 14°22'26" WEST, 73.72 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE AND NORTHERLY ON SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 79°00'09", AN ARC DISTANCE OF 101.65 FEET;

THENCE NORTH 04°12'00" EAST, CONTINUING ALONG SAID EASTERLY LINE, 120.72 FEET;

THENCE NORTH 85°48'00" WEST, 13.15 FEET;

THENCE NORTH 38°42'43" WEST, 20.00 FEET;

EXHIBIT A

51233799.13

ATT 5 to DPR Discovery Park Montana Circle LBA ORD

Richard Gholaghong  
DPR Discovery Park Montana Circle LBA ORD ATT 5  
May 27, 2014  
Version #1



12112 115<sup>TH</sup> AVENUE NE  
KIRKLAND, WASHINGTON 98034-6929  
425.821.8448 · 800.488.0756 · FAX 425.821.3481  
[HTTP://WWW.TRIADASSOCIATES.NET](http://www.triadassociates.net)

**LAND DEVELOPMENT CONSULTANTS**

THENCE NORTH 30°12'43" EAST, 83.85 FEET TO A LINE PARALLEL WITH AND 10.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO, SAID EASTERLY LINE;

THENCE SOUTH 04°12'00" WEST ALONG SAID PARALLEL LINE, 222.89 FEET TO A POINT OF CURVE;

THENCE SOUTHWESTERLY ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET, THROUGH A CENTRAL ANGLE OF 86°43'46", AN ARC DISTANCE OF 121.10 FEET TO A LINE PARALLEL WITH AND 10.00 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, SAID SOUTH LINE OF **MONTANA CIRCLE HOUSING PARCEL**;

THENCE NORTH 89°04'14" WEST ALONG SAID PARALLEL LINE, 223.00 FEET TO A POINT WHICH BEARS SOUTH 05°55'08" EAST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 05°55'08" WEST, 10.07 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 6,505± SQ. FT. OR 0.149± ACRES.

WRITTEN BY: ARJ  
CHECKED BY: MSH

Richard Gholaghong  
DPR Discovery Park Montana Circle LBA ORD ATT 5  
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12112 115<sup>TH</sup> AVENUE NE  
KIRKLAND, WASHINGTON 98034-6929  
425.821.8448 · 800.488.0756 · FAX 425.821.3481  
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**EXHIBIT B**  
**LEGAL DESCRIPTION OF GRANTEE PROPERTY**

**DISCOVERY PARK**  
**LEGAL DESCRIPTION: REVISED MONTANA CIRCLE**

**TRIAD JOB NO. 09-027**  
**APRIL 4, 2014**

A PARCEL OF LAND KNOWN AS MONTANA CIRCLE HOUSING SITE WITHIN SECTIONS 10 AND 15 TOWNSHIP 25 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A CITY OF SEATTLE MONUMENT LOCATED IN THE INTERSECTION OF 41ST AVENUE WEST AND WEST EMERSON STREET, SEATTLE, WASHINGTON:

THENCE NORTH 88°35'24" WEST, 525.38 FEET TO A CITY MONUMENT LOCATED IN THE INTERSECTION OF MAGNOLIA BOULEVARD WEST AND WEST EMERSON STREET;

THENCE NORTH 20°01'11" WEST, 2605.55 FEET TO A MONUMENT MARKED AS U.S.N.-MC-1 AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 5°55'08" WEST, 395.52 FEET;

THENCE NORTH 84°04'52" EAST, 51.83 FEET;

THENCE NORTH 11°00'36" WEST, 62.13 FEET TO A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 85°45'05" EAST;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 61.36 FEET, THROUGH A CENTRAL ANGLE OF 68°02'00", AN ARC DISTANCE OF 72.85 FEET;

THENCE NORTH 01°27'12" WEST, 36.43 FEET TO A POINT ON THE DISCOVERY PARK BOUNDARY;

THENCE ALONG DISCOVERY PARK BOUNDARY, SOUTH 84°29'18" EAST, 94.66 FEET;

THENCE LEAVING SAID PARK LINE, SOUTH 01°29'56" EAST, 56.90 FEET;

THENCE NORTH 73°54'52" EAST, 27.13 FEET TO A POINT ON THE DISCOVERY PARK BOUNDARY;

THENCE ALONG DISCOVERY PARK BOUNDARY SOUTH 16°05'08" EAST, 124.82 FEET;

THENCE LEAVING SAID PARK LINE, SOUTH 73°54'52" WEST, 12.26 FEET;

THENCE SOUTH 26°56'27" EAST, 109.27 FEET;

THENCE SOUTH 38°42'43" EAST, 104.88 FEET;

EXHIBIT B  
ATT 5 to DPR Discovery Park Montana Circle LBA ORD

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THENCE SOUTH 85°48'00" EAST, 13.15 FEET;

THENCE SOUTH 04°12'00" WEST, 120.72 FEET TO A MONUMENT MARKED USN-MC-4 AND A POINT ON A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 86°37'25" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 73.72 FEET, THROUGH A CENTRAL ANGLE OF 79°00'09", AN ARC DISTANCE OF 101.65 FEET;

THENCE SOUTH 36°07'30" WEST, 1.86 FEET;

THENCE NORTH 89°04'14" WEST, 239.66 FEET TO THE TRUE POINT OF BEGINNING.



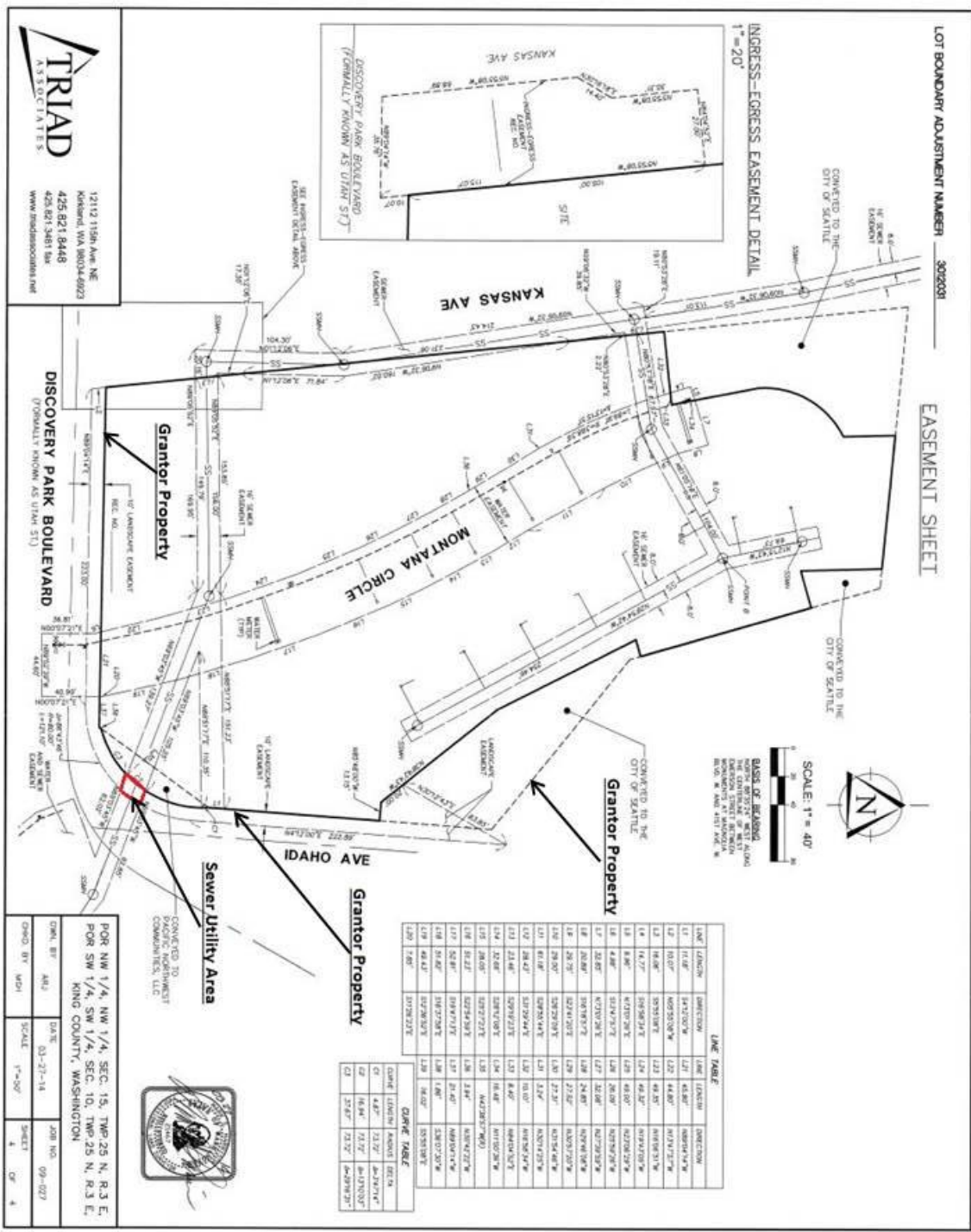
12112 115<sup>TH</sup> AVENUE NE  
KIRKLAND, WASHINGTON 98034-6929  
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**LAND DEVELOPMENT CONSULTANTS**



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**EXHIBIT C**  
**DEPICTION OF GRANTOR PROPERTY AND**  
**SEWER UTILITY AREA**

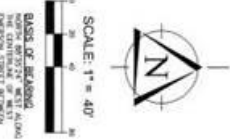


12112 115th Ave NE  
 Kirkland, WA 98034-6923  
 425.821.8448  
 425.821.3481 fax  
 www.triadassociates.net

**DISCOVERY PARK BOULEVARD**  
 (FORMALLY KNOWN AS UTAH ST.)

**EASEMENT SHEET**

LOT BOUNDARY ADJUSTMENT NUMBER 3032031



1" = 20'

POR NW 1/4, NW 1/4, SEC. 15, TWP. 25 N, R. 3 E.  
 POR SW 1/4, SW 1/4, SEC. 10, TWP. 25 N, R. 3 E.  
 KING COUNTY, WASHINGTON

OWN. BY: JDI  
 DATE: 03-27-14  
 SCALE: 1"=40'

JOB NO.: 09-027  
 SHEET: 4 OF 4



**LINE TABLE**

LINE	DIRECTION	LENGTH	DIRECTION
L1	S84°15'00"W	127.14	S88°51'45"W
L2	S05°51'00"W	127.14	S88°51'45"W
L3	S88°51'00"W	127.14	S88°51'45"W
L4	S05°51'00"W	127.14	S88°51'45"W
L5	S84°15'00"W	127.14	S88°51'45"W
L6	S05°51'00"W	127.14	S88°51'45"W
L7	S84°15'00"W	127.14	S88°51'45"W
L8	S05°51'00"W	127.14	S88°51'45"W
L9	S84°15'00"W	127.14	S88°51'45"W
L10	S05°51'00"W	127.14	S88°51'45"W
L11	S84°15'00"W	127.14	S88°51'45"W
L12	S05°51'00"W	127.14	S88°51'45"W
L13	S84°15'00"W	127.14	S88°51'45"W
L14	S05°51'00"W	127.14	S88°51'45"W
L15	S84°15'00"W	127.14	S88°51'45"W
L16	S05°51'00"W	127.14	S88°51'45"W
L17	S84°15'00"W	127.14	S88°51'45"W
L18	S05°51'00"W	127.14	S88°51'45"W
L19	S84°15'00"W	127.14	S88°51'45"W
L20	S05°51'00"W	127.14	S88°51'45"W

**GRANTOR TABLE**

GRANTOR	DIRECTION	LENGTH	DIRECTION
G1	S84°15'00"W	127.14	S88°51'45"W
G2	S05°51'00"W	127.14	S88°51'45"W
G3	S84°15'00"W	127.14	S88°51'45"W

Richard Gholaghong  
DPR Discovery Park Montana Circle LBA ORD ATT 5  
May 27, 2014  
Version #1

EXHIBIT D

**RECORDED AT THE REQUEST OF  
AND AFTER RECORDING RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

**ASSIGNMENT AND ASSUMPTION OF GRANTEE RIGHTS/OBLIGATIONS  
UNDER LANDSCAPE MAINTENANCE EASEMENT AGREEMENT  
(Discovery Park/Montana Circle)**

Assignor: PACIFIC NORTHWEST COMMUNITIES, LLC, a Delaware  
limited liability company

Assignee: \_\_\_\_\_

Assessor's Tax Parcel ID#: \_\_\_\_\_

Reference No. [insert recording number of Landscape Maintenance Easement  
Agreement]

THIS ASSIGNMENT AND ASSUMPTION OF GRANTEE RIGHTS/OBLIGATIONS  
UNDER LANDSCAPE MAINTENANCE EASEMENT AGREEMENT (Discovery  
Park/Montana Circle) (this "**Assignment**") is dated as of the **Effective Date** (as defined in  
Section 4 below), by and between PACIFIC NORTHWEST COMMUNITIES, LLC, a Delaware  
limited liability company ("**Assignor**") and \_\_\_\_\_ ("**Assignee**").

**RECITALS**

A. Assignor is the Grantee under that certain Landscape Maintenance Easement  
Agreement recorded on \_\_\_\_\_ in the Official Records of King County,  
Washington, as Recording No. \_\_\_\_\_ (the "Easement Agreement"), executed by  
Assignor as the Grantee, and the City of Seattle, as Grantor, and encumbering that certain real  
property located in the County of King, State of Washington, as is more particularly described in  
the Easement Agreement and defined as the Grantor Property. All capitalized terms in this

EXHIBIT D

ATT 5 to DPR Discovery Park Montana Circle LBA ORD

Assignment shall have the same meanings given them in the Easement Agreement unless otherwise indicated.

B. Assignor is permitted to assign its rights and obligations under the Easement Agreement to a Permitted Assignee upon its delivery of this Assignment to the City of Seattle (“City”), and City’s acceptance in writing of this Assignment, and the delivery by Permitted Assignee of insurance as required by Section 6 and Section 8 of the Easement.

### **AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Incorporation of Recitals. Recitals A and B above are true and correct and are hereby incorporated herein and made a part hereof.

2. Assignment and Assumption of Grantee Rights. Effective as of the Effective Date, Assignor grants, bargains, assigns, sells, conveys, transfers and sets over to Assignee, and Assignee assumes and accepts the assignment, of all of Assignor’s rights, benefits, privileges and obligations under the Easement Agreement and agrees to be bound by all of the terms and provisions of the Easement Agreement.

3. Indemnity.

(a) Assignor shall indemnify, defend, protect and hold harmless Assignee for, from and against any and all claims, suits, losses, damages, liabilities, actions, proceedings, demands, penalties, liens, costs and expenses (including, without limitation, reasonable attorneys’ fees and costs of enforcement of the indemnity contained in this Paragraph 3(a)) suffered or incurred by Assignee and to the extent arising out of or relating to Assignor’s performance or non-performance of any of the obligations, liabilities, duties, covenants, conditions and restrictions contained in the Easement Agreement that accrue and/or arise out of or relate to events occurring on or before the Effective Date.

(b) Assignee shall indemnify, defend, protect and hold harmless Assignor for, from and against any and all claims, suits, losses, damages, liabilities, actions, proceedings, demands, penalties, liens, costs and expenses (including reasonable attorneys’ fees and costs of enforcement of the indemnity contained in this Paragraph 3(b)) suffered or incurred by Assignor, arising out of or relating to Assignee’s failure to perform and comply with the obligations, liabilities, duties, covenants, conditions and restrictions contained in the Easement Agreement that accrue and/or arise out of or relate to events occurring after the Effective Date.

4. Effectiveness; Governing Law. The effective date (“Effective Date”) of this Assignment is the date that the City consents to this Assignment, as evidenced below, which shall not occur until Assignor establishes to the City’s satisfaction that the Assignee is a Permitted Assignee, and Assignee delivers evidence of required insurance in the manner required in the Easement Agreement. The City’s consent to the assignment does not relieve Assignor from its indemnity obligations to the City arising prior to the Effective Date, which survive the City’s consent to assignment to Assignee. This Assignment shall be governed by the laws of the State of Washington, without giving any effect to the principles of conflicts of law.

5. Counterparts. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

6. Notices. Assignee’s address for notice under the Easement Agreement is:

Assignee at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

7. Severability. If any provision of this Assignment shall be held to be invalid or unenforceable, the rest of the Assignment shall be enforced without the invalid or the unenforceable provision.

8. Entire Agreement. This Assignment contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no change of any item or provision of this Assignment shall be valid or binding unless the same shall be in writing and signed by all the parties hereto.

**[SIGNATURES ON NEXT PAGE]**

**ASSIGNOR:**

PACIFIC NORTHWEST COMMUNITIES, LLC, a  
Delaware limited liability company

By: Northwest Military Communities, LLC, a  
Delaware limited liability company, its  
Managing Member

By: FC Northwest, Inc., its sole member

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

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

STATE OF WASHINGTON)  
  ) ss.  
COUNTY OF \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of FC Northwest, Inc., a corporation which is the sole member of Northwest Military Communities, LLC a limited liability company which is the managing member of PACIFIC NORTHWEST COMMUNITIES, LLC, a Delaware limited liability company, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the State of  
\_\_\_\_\_, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

**CONSENT OF CITY OF SEATTLE TO ASSIGNMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, which is the Effective Date of this Assignment, the City of Seattle, subject to the provisions of paragraph 4 above, consents to this Assignment and acknowledges receipt of evidence of insurance on \_\_\_\_\_.

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

Richard Gholaghong  
DPR Discovery Park Montana Circle LBA ORD ATT 5  
May 27, 2014  
Version #1

**Print Name**  
**Its:** \_\_\_\_\_  
**Print Title**