

After recording, return to:
City of Seattle
Attention: Larry Huggins, SDOT Real Property
P.O. Box 34996
Seattle, WA 98124-4996

TRAIL EASEMENT AGREEMENT

GRANTORS: Fremont Dock Co., a Washington corporation
The Quadrant Corporation, a Washington corporation
Fremont Lake Union Center LLC, a Delaware limited liability company
Park View Waterside LLC, a Washington limited liability company
SMB of Seattle, LLC, a Washington limited liability company
Limpopo Properties, LLC, a Washington limited liability company
BBK Lake View, LLC, a Delaware limited liability company
Quadrant Lake Union Center Owners' Association, a Washington nonprofit corporation

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

ABBREVIATED LEGAL DESCRIPTIONS: Ptn. Blocks 71-72, Denny and Hoyt's Add., Vol 2, pg. 136; Ptn. Blocks 71-73, Denny and Hoyt's Add., Vol. 2; Ptn. Blocks 81,82,& 83, Denny and Hoyt's Supplemental Plat; Ptn. Blocks 84-85, Denny and Hoyt's Supplemental Plat, Vol. 3, pg. 3; Ptn. Lot 1, Block 98, Lake Union Shorelands, Ptn. SW ¼, 18-25-04

TAX PARCEL NOS.: 197220-6512; 197220-6514; 197320-0353; 197320-0385; 197320-0389.

RELATED DOCUMENT: King County Recording No. 9203172094

TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT ("Trail Easement Agreement") is made as of this ____ day of _____, 20__, by and among FREMONT DOCK CO., a Washington corporation ("FDC"), THE QUADRANT CORPORATION, a Washington corporation, ("Quadrant"), FREMONT LAKE UNION CENTER LLC, a Delaware limited liability company ("FLUC"), PARK VIEW WATERSIDE LLC, a Washington limited liability company ("Park View"), SMB OF SEATTLE, LCC, a Washington limited liability company ("Sound Mind and Body"), LIMPOPO PROPERTIES, LLC, a Washington limited liability company ("LP"), BBK LAKE VIEW, LLC, a Delaware limited liability company ("BBK"), QUADRANT LAKE UNION CENTER OWNERS' ASSOCIATION, a Washington nonprofit corporation ("Association") (collectively, "GRANTORS") and THE CITY OF SEATTLE, a municipal corporation of the State of Washington ("City").

RECITALS

A. On June 15, 1987, FDC entered into a ground lease with Quadrant for property, referred to in the Trail Agreement (defined in Recital B below) as the Waterfront Property, which lease has been amended from time to time. The Waterfront Property is legally described in Exhibit C to the Trail Agreement and Exhibit A to this Trail Easement Agreement, and incorporated herein. Subsequently, Quadrant developed the Waterfront Property with a building and parking complex known as the Quadrant Lake Union Center ("Center"), entered into ground subleases for certain buildings and parking areas, and formed the Association. Quadrant also granted to all building owners within the Center a non-exclusive easement over all of the common areas.

B. In 1989, FDC acquired property from Inland Properties, Inc., a Montana corporation ("Inland"), which had acquired the interest of Burlington Northern Railroad Company ("BN") in certain railroad right-of-way property, described on Exhibit B ("RR Property"). The City, desiring to extend the bicycle/pedestrian path commonly known as the Burke-Gilman Trail through or in the vicinity of the RR Property, asked the Interstate Commerce Commission ("ICC") to investigate and determine whether BN violated statutory abandonment procedures by entering into sale agreement with Inland to divest itself of its interest in the RR Property without ICC permission. The ICC instituted declaratory order proceedings. The City, Inland, FDC and Quadrant participated in the ICC proceedings and came to a compromise and agreement regarding the RR Property embodied in an agreement by and among Inland, FDC, Quadrant and the City dated January 24, 1989 ("Trail Agreement").

C. Under the terms of the Trail Agreement, Inland and FDC agreed to convey a Trail Easement (as defined in the Trail Agreement) over a portion of the RR Property to the City, and FDC and Quadrant agreed to convey a Trail Easement (as defined in the

Trail Agreement) over a portion of the Waterfront Property. Inland and FDC conveyed a Trail Easement over a portion of the RR Property to the City by Easement Agreement dated as of March 10, 1992 and recorded under King County Recording No. 9203172094 ("1992 Trail Easement"), and the City constructed an extension of the Burke-Gilman Trail within the trail easement area described in the 1992 Trail Easement. FDC now owns Inland's interest in the RR Property. Quadrant constructed an extension of the Burke-Gilman Trail on a portion of the Waterfront Property, but FDC and Quadrant did not prepare a legal description of the Trail Easement area on the Waterfront Property or convey to the City the Trail Easement on the Waterfront Property.

D. Pursuant to a March 7, 2005 amendment to the Trail Agreement (executed in connection with the Agreement Concerning Bridge, Initial Bridge Work, Bridge Work and Grant of Easements, dated as of March 7, 2005, among the City, FDC, Quadrant, FLUC, Park View and the Association), the City assumed the duty of preparing the legal description for the Trail Easement on the Waterfront Property in anticipation of the need to re-align the previously constructed trail. The adjustments to the trail location have been completed. The parties also agreed that the rights and obligations contained in the March 7, 2005 amendment to the Trail Agreement ("2005 Amendment") would be included in this Trail Easement Agreement.

E. Portions of the Waterfront Property are currently subleased to FLUC (owner of the Waterfront Building); Park View (owner of the Waterside Building); Sound Mind and Body (owner of the Sound Mind and Body Building); LP (owner of the Canal View Building); and BBK (owner of the Lakeview Building).

F. A portion of the Waterfront Property, described as Parcel I in Exhibit A attached hereto, is owned by the United States of America, by and through the Department of the Army. Previously, Parcel I was leased to FDC. The lease has been replaced with a 50-year term easement (No. DACW67-2-91-29) from the Department of the Army, as grantor, to FDC and its heirs, successors, lessees and assigns, including Quadrant, as grantee, for "right-of-way to construct, operate, and maintain a bicycle and walking, public access and recreational trail, including, without limitation, open space, landscaping, drainage, utilities, parking and moorage" over, under, across, in, and upon Parcel I ("Term Easement"). The Term Easement was executed on September 14, 1992 and recorded under King County recording number 9210131615.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Trail Easement. Grantors, FDC, Quadrant, FLUC, Park View, Sound Mind and Body, LP, BBK, and the Association, on behalf of themselves and their successors and assigns, do hereby convey and quit claim unto the City and its

successors, assigns, officers, partners, agents, employees, contractors, subcontractors, tenants, licensees and invitees, a perpetual non-exclusive easement on and through portions of the Waterfront Property described on Exhibit C attached hereto (the "Trail Easement") and shown on the sketches attached hereto as Exhibit D. The Trail Easement area is also referred to as the "Multi-Purpose Trail."

2. Purpose. The Trail Easement is conveyed for all purposes necessary or incidental to the construction, operation, maintenance, improvement, enhancement and repair of a path or paths for pedestrians, bicycles and other non-motorized muscle powered vehicles, small motorized wheel chairs and like equipment to permit handicapped use, planting strips, landscaping and related grading, granting to the City, its successors and assigns as owners of the Burke-Gilman Trail, its contractors, agents, officers and employees and to the public, free, open and continuous access on and through the Multi-Purpose Trail for the purposes above-described.

3. Duration of Easement. The Trail Easement shall be perpetual so long as the use thereof continues by the public and shall inure to the benefit of the City and the public, and shall be binding upon Grantors and their successors, assigns, mortgagees, lessees and sublessees.

4. Reaffirmation of Trail Agreement. The parties hereby reaffirm all of the terms and provisions of the Trail Agreement, as amended by the 2005 Amendment, excepting only those terms and provisions pertaining to the grant of this Trail Easement that are merged into this Trail Easement Agreement, and the parties acknowledge and agree that the Trail Agreement, as amended by the 2005 Amendment, remains in full force and effect and will remain in full force and effect during the entire term of this Trail Easement Agreement.

5. Reservation of Rights. Grantors shall not grant any permit, right or easement which would interfere with the City's or the public's exercise of their rights under this Trail Easement Agreement. Grantors retain all rights of use with respect to their respective interests in the Waterfront Property subject to the Trail Easement which do not interfere with the City's or the public's exercise of their rights, including but not limited to (if applicable) the right to use the subsurface for construction support or tiebacks, and use for utilities which do not interfere with the use of the Trail Easement except for the purposes of construction and maintenance, and provided such reservation of use for utilities shall not impair the City's authority to control utility hook-ups. Any exercise by Grantors of their retained rights of use shall, however, be subject to scheduling of such use with the City and the City's approval of detour signing, if necessary, with the objective that any such use requiring a temporary re-routing would be accomplished in a manner to minimize disruption of the Multi-Purpose Trail's use. FDC and Quadrant retain the right at all times to deny access by the public to the Waterfront Property not a part of the Multi-Purpose Trail. All development rights of FDC and

Quadrant and any of their tenants as they now exist or may exist in the future are hereby reserved such that the Waterfront Property may be developed to the full extent permitted by law and such rights shall not be impaired in any way by this grant of the Trail Easement or the construction and use of the Multi-Purpose Trail. Without limiting the foregoing, it is agreed that no right to air, view or light are included within the grant of the Trail Easement, either expressly or by implication, with the sole exception of the grants and limitations applicable to air rights as set forth in Sections 7(b) and 8 below.

6. Title. Grantors make no representation or warranty with respect to title to the Multi-Purpose Trail except that each Grantor warrants that it has not granted rights to any other person which would have priority over the rights granted to the City hereunder. It is acknowledged that a portion of the Trail Easement is located on Parcel I, owned by the United States of America and legally described in Exhibit A attached hereto, pursuant to the Term Easement. In the event the Term Easement is terminated or not renewed at any time while the Trail Easement remains in effect, any portion of the Trail Easement located on Parcel I and which is not permitted to remain after termination or expiration of the Term Easement must be replaced by FDC and Quadrant pursuant to the provisions of Section 10 below. FDC and Quadrant agree to exercise their reasonable best efforts to obtain an extension of and comply with the terms of the Term Easement.

7. Trail Crossings.

(a) At Grade. FDC and Quadrant shall have the right to permit trail crossings for pedestrian purposes at grade as FDC and Quadrant may deem necessary or appropriate as part of any development or other use of the Waterfront Property, provided that such crossings shall not unreasonably interfere with the use of the Multi-Purpose Trail and provided, further, that pedestrians utilizing the crossings shall yield the right of way to Multi-Purpose Trail users. FDC and Quadrant shall have the right to place any signage, security and warning devices relating to such trail crossings located on the Waterfront Property. The City and FDC and Quadrant shall mutually agree on the signage, security and warning devices relating to such pedestrian crossings and located within the Multi-Purpose Trail, but the final decisions regarding signage within the Multi-Purpose Trail and all other design characteristics of the Multi-Purpose Trail shall be made by the City and the City shall have full responsibility for the same. Motor vehicle crossings shall require prior City approval.

(b) Overhead Crossings and Extensions. FDC and Quadrant retain the right to construct overhead crossings over the Trail Easement, subject to the City's approval. Such crossings may be either for ingress and egress for vehicles or pedestrians or may be for purpose of construction of other improvements.

8. Air Rights. Insofar as the right to construct improvements within the physical air directly above the Trail Easement is involved, and subject to the reservation

in Section 7(b) above, the air rights pertaining to the Trail Easement area are included within the grant of the Trail Easement, provided that such grant shall not entitle the City to construct any improvements within such air space, excluding directional and regulatory signage and lighting and, subject to the approval of FDC and Quadrant, artwork.

9. Indemnities and Insurance.

(a) Indemnities. Subject to the provisions of the second sentence of this paragraph, each party agrees to indemnify, defend and hold all other parties harmless from and against all claims and all costs, expenses and liabilities (including reasonable attorneys fees) incurred in connection with all claims, actions or proceedings arising from or as a result of the death of or any accident, injury, loss or damage whatsoever caused to any natural person or the property of any person arising out of the negligence of such party, it being the intent of the parties that each shall be responsible for its own negligence and, in the case of joint negligence each shall have such right of contribution as is provided by law. Notwithstanding the foregoing, however, the parties agree that within the area of the Trail Easement none of the Grantors shall have any liability or any obligation to contribute, and the City hereby agrees to indemnify, defend and hold Grantors harmless from and against all claims and all costs, expenses and liabilities (including reasonable attorneys fees in the event the City does not accept a tender of defense of any such claim made against Grantors) incurred in connection with all claims, actions or proceedings arising from or as a result of the death of or any accident, injury, loss or damage whatsoever caused to any natural person or the property of any person arising out of events occurring within the Trail Easement area or otherwise related to or arising out of the Trail Easement or its use except to the extent and only to the extent that Grantors, or any one of the Grantors, have by their active negligence caused such events, and in no event shall any Grantor have any liability or contribution obligation for any omission or failure to act within the area of the Trail Easement.

(b) Insurance. The parties may carry such liability insurance as each determines in the exercise of its sole discretion. To the extent available without additional cost, each party, and its respective contractors and agents, shall name all other parties as additional insureds on each policy of insurance and provide to the other parties a certificate of such insurance including an endorsement providing that the same shall not be canceled without at least 30 days notice to the parties, and provided further that no party shall incur any liability for failing to name any other party as an additional insured. The parties agree to cooperate and take all necessary and reasonable steps required by any insurance carrier to minimize the risk of liability and to lower insurance premiums for any party carrying insurance.

10. Relocation of Trail Easement. FDC and Quadrant, subject to the limitations of this Section 10, reserve the right to relocate the Trail Easement or any other

portion thereof on other property of FDC or FDC and Quadrant from time to time in the future as such relocation may be necessary or desirable as part of FDC's and Quadrant's then use or development of the property through which the Trail Easement passes provided that the Trail Easement shall at all times connect to the adjacent part of the Burke-Gilman Trail at the easterly and westerly ends of the Trail Easement, the dimensions of the Multi-Purpose Trail are not materially altered, and a continuous, uninterrupted (except for private trail crossings) trail is provided. In addition, FDC and Quadrant shall pay the full cost of the reconstruction for the relocated trail. The area of the Multi-Purpose Trail used for the bike and pedestrian path and located within the Waterfront Property adjacent to the Waterside, however, shall in any event not be relocated away from the Waterside in a manner which would permit construction of above ground improvements between the Trail Easement and the Waterside without the City's approval. The basis for such approval shall depend upon the facts and circumstances then existing, but any need to use the property subject to the Trail Easement for a water dependent use shall be a significant factor in favor of the City granting such approval, acknowledging, however, the City's need to balance the priorities of providing public access to the water and encouraging water dependent uses pursuant to the Shoreline Management Act of 1971, as amended. As used herein the term "Waterside" shall mean those portions of the Multi-Purpose Trail abutting the Lake Washington Ship Canal or Lake Union at the Ordinary High Water Mark as defined in the Shoreline Management Act of 1971, as amended, or the top of the slope abutting Waterway 23.

11. Donation and Ownership of Improvements. All structures, facilities, utilities, equipment, landscaping materials, plantings or improvements of any kind which are acquired, constructed or installed in or upon the Trail Easement by the City or at the City's cost and expense shall be and remain the property of the City. FDC and Quadrant hereby donate to the City, and the City hereby accepts the donation of, all improvements in the Trail Easement constructed at FDC's and Quadrant's expense (but not any real property interest other than the Trail Easement as conveyed herein).

12. Maintenance. The City, its successors and assigns, at their cost, shall maintain the Multi-Purpose Trail to at least the same standard of maintenance actually performed by the City on those portions of the trail located on the RR Property and covered by the 1992 Trail Easement. In the event that Quadrant or FDC desire to perform any maintenance of the Multi-Purpose Trail, they shall schedule such maintenance with the City and obtain the City's prior approval of detour signing, if necessary, with the objective that any such maintenance requiring a temporary re-routing would be accomplished in a manner to minimize disruption of the Multi-Purpose Trail's use. Any maintenance performed by Quadrant or FDC shall be at their sole cost and expense and to at least the same standard of maintenance actually performed by the City on those portions of the trail located on the RR Property and covered by the 1992 Trail Easement.

13. Bridge Work.

(a) Temporary Suspensions of Trail Use. The City may temporarily suspend use by the general public of all or any portion of the Multi-Purpose Trail for Bridge Work, as defined in the 2005 Amendment and in the Non-Exclusive Easement for Bridge Work and Subordination Agreement granted in 2005 and recorded under King County recording number 20050307001884 ("Bridge Work Easement"). The suspensions of use for Bridge Work will not terminate or permit Grantors to terminate the 1992 Trail Easement or the Trail Easement. The City shall give Grantors 60 days written notice of the City's plans for any suspensions of use by the general public except in case of emergency.

(b) Construction Use and Occupancy. The City, its contractors, agents, officers and employees, may use and occupy the Multi-Purpose Trail for Bridge Work pursuant to and subject to the terms and conditions of the Bridge Work Easement.

(c) Realignment of Multi-Purpose Trail. Subject to final approval of Grantors, which shall not be unreasonably withheld, the City may realign the Multi-Purpose Trail to accommodate structural changes to the Bridge (as defined in the 2005 Amendment and the Bridge Work Easement) from Bridge Work. Any such realignment shall occur exclusively within the existing boundaries of the Multi-Purpose Trail.

(d) Repair and Reconstruction of the Multi-Purpose Trail. Upon completion of Bridge Work, the City shall, without cost or expense to Grantors, repair or reconstruct (as necessary) the Multi-Purpose Trail to a condition that is at least as good as the condition of the Multi-Purpose Trail prior to its use and occupation for Bridge Work.

14. Remedies. If any party shall fail to fully and timely perform any of its obligations hereunder and shall not correct such failure within thirty (30) days of written notice from any other party, the nondefaulting party may seek specific performance hereof, damages, or any other remedy available at law or equity. In any proceeding arising out of this Trail Easement Agreement, the prevailing party, or the party which substantially prevails, as determined by the court, shall be awarded a reasonable amount for its attorneys' fees and expenses of suit.

15. Notices. Notices required to be in writing under this Trail Easement Agreement shall be given by certified mail, return receipt requested, or by personal delivery. Notices, if mailed, shall be deemed effective upon the second day following deposit thereof in the United States mail, or immediately upon personal delivery. Any party may change the address to which notices may be given by written notice of such change to the other parties.

To the City: Seattle Department of Transportation
700 5th Avenue, #3900
PO Box 34996
Seattle, WA 98124-4996
Attention: Director

To FDC: Fremont Dock Co.
3401 Evanston Ave., N.
Suite A
Seattle, WA 98103

To Quadrant: The Quadrant Corporation
(Street address)
14725 SE 36th Street, Suite 200
Bellevue, Washington 98006
(Mailing Address)
P.O. Box 130
Bellevue, Washington 98009

To FLUC: Fremont Lake Union Center LLC
c/o CBRE
710 Second Ave., Suite #730
Seattle, Washington 98104

with a copy to:
Union Investment Real Estate GmbH
Valentinskamp 70/ EMPORIO
20355 Hamburg Germany

To Park View: Washington Capital Management, Inc.
Mel Morgan, Asset Manager
1301 5th Avenue, Suite 3100
Seattle, Washington 98101

To Sound Mind and Body:
Sound Mind and Body
437 N. 34th Street
Seattle, Washington 98103

with a copy to:
c/o Stephen C. Grey & Associates, LLC
2633 Eastlake Avenue E., Suite 300
Seattle, Washington 98102

To LP: Limpopo Properties, LLC
c/o Stephen C. Grey & Associates, LLC
2633 Eastlake Avenue E., Suite 300
Seattle, Washington 98102

To BBK: BBK Lake View, LLC
c/o Collier's International
Attn: Steven Mace, Account Manager
Real Estate Management Services
601 Union Street, Suite 5300
Seattle, Washington 98101

To the Association:
Quadrant Lake Union Center Owners' Association
c/o Stephen C. Grey & Associates, LLC
2633 Eastlake Avenue E., Suite 300
Seattle, Washington 98102

16. Recording of Trail Easement Agreement. The parties hereto agree that this Trail Easement Agreement shall be recorded with the King County Department of Records and Elections, and the City shall pay the recording costs.

17. Applicable Law. This Trail Easement Agreement is executed under, and shall be construed in accordance with, the laws of the State of Washington.

18. Effective Date. This Trail Easement Agreement shall be effective as of the date it is recorded with the King County Department of Records and Elections ("Effective Date").

19. Waiver. The waiver by any party of the breach of any term set forth herein shall not be deemed to be a waiver of any subsequent breach of the same term or any other term.

20. As-Built. Upon relocation, if any, of the Trail Easement, FDC and Quadrant may, with the City's concurrence, amend the legal description of the Trail Easement to conform to the actual re-built improvements.

21. Amendments. Neither this Trail Easement Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by instrument in writing signed by the party or parties against whom enforcement of the change, waiver, discharge or termination is sought and by the party or parties seeking enforcement of the same.

22. Approval or Consent. Whenever in this Trail Easement Agreement the consent or approval of the City is required, such consent or approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Trail Easement Agreement as of the Effective Date above noted.

FREMONT DOCK CO.,
a Washington corporation

By: _____
Suzanne M. Burke, President

THE QUADRANT CORPORATION,
a Washington corporation

By: _____
James Sansburn, Vice President of Finance

FREMONT LAKE UNION CENTER LLC,
a Delaware limited liability company

By: _____
Sabine Ruppel, Director

By: _____
Berit Emme, Director

PARK VIEW WATERSIDE LLC,
a Washington limited liability company

By: Washington Capital Management, Inc.,
a Washington limited liability company, its Investment Manager

By: _____
Cory A. Carlson, Director, Equity Real Estate

SMB OF SEATTLE LLC,
a Washington limited liability company

By: _____
Richard Harrington, Chief Manager

LIMPOPO PROPERTIES LLC,
a Washington limited liability company

By: _____
Michael Almquist, Managing Member

BBK LAKE VIEW, LLC,
a Delaware limited liability company

By: _____
Albert J. Jehle, Vice President

QUADRANT LAKE UNION CENTER OWNERS' ASSOCIATION,
a Washington non-profit corporation,

By: _____
Richard Harrington, President

THE CITY OF SEATTLE,
a Washington municipal corporation

By: _____
Peter Hahn,
Director of Transportation

STATE OF WASHINGTON)
)
COUNTY OF KING) ss

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Suzanne M. Burke**, known to me to be the President of **FREMONT DOCK CO.**, a Washington corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[SEAL]

(TYPE OR PRINT NAME)

Notary Public in and for the State
of Washington, residing at _____.
My Commission expires on _____.

STATE OF WASHINGTON)
)
COUNTY OF KING) ss

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **James Sansburn**, known to me to be the Vice President of Finance of **THE QUADRANT CORPORATION.**, a Washington corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[SEAL]

(TYPE OR PRINT NAME)

Notary Public in and for the State
of Washington, residing at _____.
My Commission expires on _____.

STATE OF _____)
)
COUNTY OF _____) ss

On this ____ day of _____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **Sabine Ruppel**, known to me to be a Director of **FREMONT LAKE UNION CENTER LLC**, a Delaware limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[SEAL]

(TYPE OR PRINT NAME)

Notary Public in and for the State
of _____, residing at _____.
My Commission expires on _____.

STATE OF _____)
)
COUNTY OF _____) ss

On this ____ day of _____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **Berit Emme**, known to me to be a Director of **FREMONT LAKE UNION CENTER LLC**, a Delaware limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[SEAL]

(TYPE OR PRINT NAME)

Notary Public in and for the State
of _____, residing at _____.
My Commission expires on _____.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this ____ day of _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Cory A. Carlson**, known to me to be the Director of Equity Real Estate of Washington Capital Management, Inc., a Washington corporation, the Investment Manager of **PARK VIEW WATERSIDE LLC**, a Washington limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[SEAL] _____

(TYPE OR PRINT NAME)
Notary Public in and for the State
of Washington, residing at _____.
My Commission expires on _____.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this ____ day of _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Richard Harrington**, known to me to be the Chief Manager of **SMB of SEATTLE LLC**, a Washington limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[SEAL] _____

(TYPE OR PRINT NAME)
Notary Public in and for the State
of Washington, residing at _____.
My Commission expires on _____.

STATE OF WASHINGTON)
)
COUNTY OF KING) ss

On this ____ day of _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Michael Almquist**, known to me to be the Managing Member of **LIMPOPO PROPERTIES LLC**, a Washington limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[SEAL]

(TYPE OR PRINT NAME)

Notary Public in and for the State
of Washington, residing at _____.
My Commission expires on _____.

STATE OF _____)
)
COUNTY OF _____) ss

On this ____ day of _____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **Albert J. Jehle**, known to me to be the Vice President of **BBK LAKE VIEW, LLC**, a Delaware limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[SEAL]

(TYPE OR PRINT NAME)

Notary Public in and for the State
of _____, residing at _____.
My Commission expires on _____.

STATE OF WASHINGTON)
)
COUNTY OF KING) ss

On this ____ day of _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Richard Harrington**, known to me to be the President of **QUADRANT LAKE UNION CENTER OWNERS' ASSOCIATION**, a Washington non-profit corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[SEAL]

(TYPE OR PRINT NAME)

Notary Public in and for the State
of Washington, residing at _____.
My Commission expires on _____.

STATE OF WASHINGTON)
)
COUNTY OF KING) ss

On this ____ day of _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, known to me to be the Director of Transportation for The City of Seattle, a Washington municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[SEAL]

(TYPE OR PRINT NAME)

Notary Public in and for the State
of Washington, residing at _____.
My Commission expires on _____.

PARCEL A

That portion of Blocks 71, 72, and 73, DENNY & HOYT'S ADDITION to the City of Seattle, according to the plat recorded in Volume 2 of Plats, page 136; AND of Blocks 81, 82, and 83, DENNY & HOYT'S SUPPLEMENTAL PLAT to the City of Seattle, according to the plat recorded in Volume 3 of Plats, page 3, in King County, Washington; AND ALSO of the vacated streets and alleys as vacated by the City of Seattle Ordinances 10471, 12830, 76425, and 76726, that attached by operation of law; described as follows:

BEGINNING at the intersection of the Westerly margin of Fremont Avenue North, as condemned on August 16, 1909, under King County Superior Court Cause No. 62184, and as provided by City of Seattle Ordinance No. 17629, with the Southerly margin of the 100 foot railroad right-of-way as conveyed under King County Recording Nos. 14678 and 265492, the centerline of which is delineated on said DENNY & HOYT'S ADDITION to the City of Seattle;

thence Southerly along said Westerly margin of Fremont Avenue North to its intersection with the centerline of the vacated alley between Blocks 81 and 80 of said DENNY & HOYT'S SUPPLEMENTAL PLAT to the City of Seattle; thence Westerly along the centerline of said vacated alley, to its intersection with the Northeasterly margin of the Lake Washington Canal, as condemned on November 25, 1898, under King County Superior Court Cause No. 21942; thence Northwesterly along said Northeasterly margin of the Lake Washington Canal to its intersection with the West line of Lot 8 of said Block 71; thence Northerly along the West line of said Lot 8 to the North line of said Block 71, being also the Southerly margin of said railroad right-of-way; thence Southeasterly along the Southerly margin of said railroad right-of-way to the POINT OF BEGINNING;

PARCEL B

All of Block 84, and Lots 1 through 3, inclusive, Block 85, DENNY & HOYT'S SUPPLEMENTAL PLAT to the City of Seattle, according to the plat recorded in Volume 3 of Plats, page 3, in King County, Washington;

TOGETHER WITH Lot 1, Block 98, LAKE UNION SHORELANDS, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington;

AND TOGETHER WITH that portion of Northlake Avenue vacated on July 12, 1947, by City of Seattle Ordinance No. 76128;

EXCEPT the West 7 feet of said Block 84, condemned by the City of Seattle of August 16, 1909, for the widening of Fremont Avenue under King County Superior Court Cause No. 62184, as provided for in City of Seattle Ordinance No. 17629;

AND EXCEPT those portions of said Block 84 and of said Lot 1, Block 98, lying Easterly of the Westerly line, and its extension produced Northerly, of the East 50.71 feet of said Lot 1, Block 98, condemned by the State of Washington on December 11, 1929, for State Road No. 1 (Aurora Avenue North) under King County Superior Court Cause No. 224187;

PARCEL C (West)

That portion of the Burlington Northern, Inc., right-of-way for its former Sumas Branch in Section 18, Township 25 North, Range 4 East, W. M., in King County, Washington, and in Block 102 of Lake Union Shorelands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington, lying between the West margin of Stone Way North and the West margin of Phinney Avenue North, Seattle, Washington, including any vacated streets, described as follows:

COMMENCING at an existing concrete monument which is located on the centerline of Stone Way North at a point which is 10.00 feet Northerly of the centerline of North 34th Street; thence South $1^{\circ}55'28''$ West along said centerline of Stone Way North 78.00 feet;

thence North $88^{\circ}04'32''$ West 45.00 feet to a concrete monument marked "1" which was set by Jones, Bassi and Associates, Engineers and Surveyors on July 8, 1977, on the West margin of said Stone Way North, said monument being the TRUE POINT OF BEGINNING;

thence North $72^{\circ}48'49''$ West 67.50 feet to the concrete monument marked "2", said monument being 9.07 feet Southerly, as measured at right angles, from the centerline of the Burlington Northern, Inc., main track as now constructed; thence North $77^{\circ}25'00''$ West 435.06 feet to a concrete monument marked "3"; thence continuing North $77^{\circ}25'00''$ West 30.00 feet to a point of curvature; thence

Northwesterly along the arc of a curve to the right having a radius of 2619.90 feet for a distance of 126.62 feet to a concrete monument marked "4", said monument being at a point of reverse curvature; thence Northwesterly along the arc of a curve to the left having a radius of 3651.00 feet for a distance of 179.27 feet to a concrete monument marked "5", said monument being at a point of tangency; thence North $77^{\circ}27'39''$ West 211.15 feet to a concrete monument marked "6"; thence continuing North $77^{\circ}27'39''$ West 876.11 feet to a concrete monument marked "7"; thence continuing North $77^{\circ}27'39''$ West 365.43 feet to a concrete monument marked "8", said monument being at a point of curvature; thence Northwesterly along the arc of a curve to the right having a radius of 1739.00 feet for a distance of 186.59 feet to a concrete monument marked "9", said monument being at a point of tangency; thence North $71^{\circ}18'47''$ West 337.84 feet to a concrete monument marked "10", said monument being at a point of curvature; thence Northwesterly along the arc of a curve to the right having a radius of 1109.00 feet for a distance of 150.90 feet to a concrete monument marked "11", said monument being on the Southerly extension of the Westerly margin of Phinney Avenue North;

thence Southerly along said Southerly extension of said Westerly margin to an intersection with the Northerly margin of the Lake Washington Ship Canal;

thence Southeasterly along said Canal margin to an intersection with the Southerly margin of the Burlington Northern, Inc., right-of-way for its Sumas Branch;

thence Southeasterly along said Southerly margin to an intersection with the West margin of Stone Way North;

thence North $1^{\circ}55'28''$ East along said West margin to the TRUE POINT OF BEGINNING;

EXCEPT that portion thereof lying Easterly of the most Easterly line extended Northerly of that property condemned by the State of Washington on December 11, 1929, for State Road No. 1 (Aurora Avenue North) under King County Superior Court Cause No. 224187;

PARCEL E

Rights as permitted under Seattle City Light Temporary Permit - P.M. No. 250418-3-402 with respect to the following described property:

The Easterly half of Lot 3 and ALL of Lots 4, 5, 6, and 7, Block 71, DENNY & HOYT'S ADDITION to the City of Seattle,

Rights as permitted under Seattle City Light Temporary Permit - P.M. No. 250418-3-402 with respect to the following described property:

The Easterly half of Lot 3 and ALL of Lots 4, 5, 6, and 7, Block 71, DENNY & HOYT'S ADDITION to the City of Seattle, according to the Plat recorded in Volume 2 of Plats, page 136, in King County, Washington;

EXCEPT that portion thereof as condemned on November 25, 1898, under King County Superior Court Cause No. 21942 for Lake Washington Canal;

PARCEL F

Permit rights under City of Seattle Ordinance No. 106488 with respect to the following described property:

That portion of Fremont Avenue North, formerly Lake Avenue as shown on the plat of DENNY & HOYT'S SUPPLEMENTAL PLAT to the City of Seattle, according to the plat recorded in Volume 3 of Plats, page 3, in King County, Washington, and as condemned by King County Superior Court Cause No. 62184; LYING between the Northeasterly margin of the Lake Washington Canal as condemned by King County Superior Court Cause No. 21942 and the Northerly line of Block 84 of said plat produced Northwesterly;

TOGETHER WITH that portion of Lot 12, Block 80, of said Plat, and the South half of the alley lying between Blocks 80 and 81 of said Plat as vacated by the City of Seattle by Ordinance No. 76425;

TOGETHER WITH Easements appurtenant to Parcels A and B for the construction and maintenance of two sub-ways or under-crossings beneath the Fremont Bridge through portions of Parcel F as hereinabove described, as established and defined by decree entered on August 16, 1909, in King County Superior Court Cause No. 62184;

PARCEL G

Easements, rights, and privileges under that certain Judgment entered in King County Superior Court, Cause No. 224187, with respect to the following described property:

That portion of Block 84 of DENNY & HOYT'S SUPPLEMENTAL PLAT to the City of Seattle, according to the plat recorded in Volume 3 of Plats, page 3 in King County, Washington; and that portion of Block 98 of LAKE UNION SHORELANDS, as shown on the official maps on file in the office of the

Commissioner of Public Lands at Olympia, Washington; as
condemned by the State of Washington on December 11, 1929,
for State Road No. 1 (Aurora Avenue North) under King County
Superior Court Cause No. 224187;

EXCEPT the following described parcel:

Beginning at the Southeast corner of said Block 98 of Lake
Union Shorelands;

THENCE South $63^{\circ}49'55''$ West, 211.89 feet;
THENCE North $00^{\circ}18'53''$ East, 30.34 feet;
THENCE North $63^{\circ}43'11''$ East, 60.82 feet;
THENCE North $66^{\circ}44'27''$ East, 60.81 feet;
THENCE North $32^{\circ}56'59''$ East, 49.87 feet;
THENCE North $17^{\circ}12'55''$ East, 47.40 feet;
THENCE North $05^{\circ}23'30''$ West, 37.11 feet;
THENCE North $03^{\circ}44'57''$ West, 69.79 feet;
THENCE North $01^{\circ}08'39''$ West, 37.33 feet;
THENCE North $07^{\circ}48'11''$ East, 65.17 feet;
THENCE North $46^{\circ}36'16''$ East, 55.27 feet to the Easterly line
of said Block 98;
THENCE South $00^{\circ}18'53''$ West, 321.42 feet along said Easterly
line to the POINT OF BEGINNING.

PARCEL I

Rights as lessee under lease no. DACW67-1-81-44 with the
Department of Army dated December 4 and 7, 1981, as amended
by Supplement Agreement No. One dated May 14, 1986, with
respect to the following described property:

A parcel of land lying in Section 18, Township 25 North,
Range 4 East, W.M., in King County, Washington, being a
strip of land approximately 15 feet in width, the
Northeasterly line of which is the Government reservation of
Lake Washington Ship Canal, Army Corps of Engineers and is
described with reference to the Washington Coordinate System
- North Zone as follows:

COMMENCING at the most Southerly corner of Block 1, Seattle
Tidelands, as shown on the official maps on file in the
office of the Commissioner of Public Lands at Olympia,
Washington;

thence South $49^{\circ}21'00''$ East 611.25 feet;
thence South $49^{\circ}26'00''$ East 99.564 feet;
thence South $49^{\circ}36'00''$ East 99.564 feet;
thence South $49^{\circ}46'00''$ East 99.564 feet;
thence South $49^{\circ}56'00''$ East 99.564 feet;
thence South $50^{\circ}06'00''$ East 99.564 feet;
thence South $50^{\circ}16'00''$ East 99.564 feet;
thence South $50^{\circ}26'00''$ East 99.564 feet;

thence South 50°36'00" East 99.564 feet;
thence South 50°46'00" East 99.564 feet;
thence South 50°56'00" East 99.564 feet to a brass cap set
on said line;
thence continuing along said line South 51°06'00" East
99.564 feet;
thence South 51°16'00" East 99.564 feet;
thence continuing along said Northeasterly line, South
51°26'00" East 99.564 feet;
thence South 51°36'00" East 99.564 feet;
thence South 51°46'00" East 99.564 feet;
thence South 51°56'00" East 99.564 feet;
thence South 52°06'00" East 99.564 feet;
thence South 52°16'00" East 99.564 feet;
thence South 52°26'00" East 99.564 feet;
thence South 52°36'00" East 99.564 feet;
thence South 52°46'00" East 99.564 feet;
thence South 52°56'00" East 99.564 feet;
thence South 53°06'00" East 99.564 feet;
thence South 53°16'00" East 99.564 feet;
thence South 53°26'00" East 99.564 feet;
thence South 53°36'00" East 99.564 feet;
thence South 53°46'00" East 99.564 feet;
thence South 53°56'00" East 99.564 feet;
thence South 54°06'00" East 99.564 feet;
thence South 54°16'00" East 99.564 feet;
thence South 54°26'00" East 99.564 feet;
thence South 54°36'00" East 99.564 feet to a brass cap set
to TRUE POINT OF BEGINNING of said 15 foot strip having
computed grid coordinates (X) 1,625,374.86 (Y) 240,953.13;
thence South 54°46'00" East 99.564 feet;
thence South 54°56'00" East 99.564 feet;
thence South 55°06'00" East 99.564 feet;
thence South 55°16'00" East 99.564 feet;
thence South 55°26'00" East 99.564 feet;
thence South 55°36'00" East 99.564 feet to a point having
computed grid coordinates (X) 1,625,865.29 (Y) 240,612.05;
thence South 55°41'08" East 1,150 feet, more or less, to the
shoreline of Lake Union and TERMINUS of said Northeasterly
line;

PARCEL J

Permit rights under Street Use Permit dated December 13,
1971, from the City of Seattle, Department of Public Works,
Office of Engineer, under Permit No. L3757 with respect to
the following described property:

That portion of North Northlake Way in Section 18, Township
25 North, Range 4 East, W.M., in King County, Washington,
lying Easterly of a line drawn 50.71 feet West of and

parallel to the East line of Lot 1, Block 98, LAKE UNION SHORE LANDS, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington, and lying Westerly of that certain chain link fence and gate across North Northlake Way as referenced in the Public Place Indemnity Agreement recorded on January 19, 1972, under Recording No. 7201190407;

PARCEL K

Rights as permitted under that certain Private Roadway and Crossing Agreement from Burlington Northern, Inc., to Fremont Dock Company, No. 229,760, with respect to the following-described property:

That portion of the Burlington Northern, Inc. right-of-way for its Sumas Branch in the southwest quarter of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington;

Lying southerly of North 34th Street (Ewing); Northerly of that certain tract conveyed to Fremont Dock Company, a Washington corporation, by deed recorded under Recording No. 7805050750; and lying between the southerly productions of the east and west margins of Phinney Avenue North.

EXHIBIT B
Legal Description of RR Property

All that portion of the railroad right-of-way previously owned by Burlington Northern Railway Company, bounded on the west by the western boundary of the Edgewater Plat to the City of Seattle, as recorded in Book 3, Page 141 of Plats, bounded on the east by the western boundary of Gas Works Park, in Seattle, King County, Washington, bounded on the north by North Northlake Place and North 34th Street and bounded on the south by North Northlake Way.

**Description for a permanent trail easement on King County Tax
Parcel 197220-6512**

Those portions of Lot A of City of Seattle Lot Boundary Adjustment as recorded under King County Auditor's file number 9706050451, situate in the southwest quarter of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the northwesterly corner of said Lot A; thence S 70° 23' 06" E along the southerly margin of North 34th Street a distance of 32.21 feet to the **Point of Beginning**;

Thence continuing S 70° 23' 06" E along said margin a distance of 47.96 feet;
Thence S 58° 45' 27" E a distance of 69.83 feet;
Thence S 53° 07' 18" E a distance of 25.34 feet;
Thence S 35° 22' 18" E a distance of 23.23 feet;
Thence S 43° 40' 39" E a distance of 17.25 feet;
Thence S 58° 33' 49" E a distance of 15.92 feet;
Thence S 67° 42' 32" E a distance of 32.52 feet;
Thence S 67° 01' 52" E a distance of 49.98 feet;
Thence S 50° 14' 49" E a distance of 20.74 feet;
Thence S 44° 33' 34" E a distance of 51.60 feet to the southerly line of said Lot A and the northerly line of Block 71, Denny and Hoyt's Addition to the City of Seattle, according to the plat thereof recorded in Volume 2 of Plats, Page 136, records of King County, Washington;
Thence N 70° 23' 06" W along said line a distance of 29.04 feet;
Thence N 43° 02' 48" W a distance 25.38 feet;
Thence N 55° 36' 17" W a distance of 21.66 feet;
Thence N 67° 23' 02" W a distance of 69.73 feet;
Thence N 59° 04' 12" W a distance of 27.12 feet;
Thence N 45° 20' 49" W a distance of 18.63 feet;
Thence N 35° 49' 04" W a distance of 24.09 feet;
Thence N 56° 46' 40" W a distance of 137.26 feet to the **Point of Beginning**.

Together with the following described portion of said Lot A;

Beginning at the southeast corner of said Lot A, thence N 47° 10' 46" W a distance of 46.94 feet;
Thence N 55° 41' 57" W a distance of 168.08 feet;
Thence N 37° 05' 19" W a distance of 33.31 feet to the easterly line of Lot 7, Block 71, Denny and Hoyt's Addition to the City of Seattle, according to the plat thereof recorded in Volume 2 of Plats, Page 136, records of King County, Washington;
Thence N 01° 18' 19" E along said line a distance of 18.85 feet;
Thence S 38° 37' 26" E a distance of 45.58 feet;
Thence S 55° 31' 02" E a distance of 166.78 feet;
Thence S 47° 33' 45" E a distance of 46.48 feet;
Thence S 34° 25' 28" W a distance of 12.91 feet to the **Point of Beginning**.

Containing 7,173 square feet or 0.16 acres, more or less.

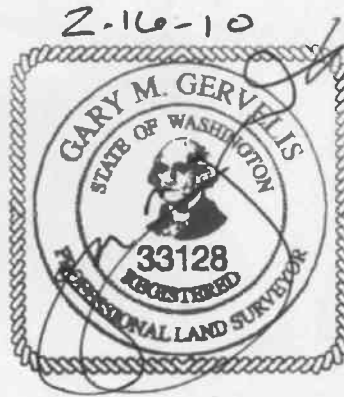


Description for a permanent trail easement on King County Tax Parcel 197220-6514

That portion of Parcel A, of City of Seattle Lot Boundary Adjustment No. 9906835, recorded under King County Auditor's file number 20000502900009, situate in the southwest quarter of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the southwest corner of said Parcel A, thence N 34° 25' 28" E along the westerly line of said Lot A distance of 12.91 feet;
Thence S 55° 38' 35" E a distance of 475.20 feet to the easterly Line of said Parcel A;
Thence S 01° 21' 17" W along said east line a distance of 14.98 feet to the southerly line of said Lot A;
Thence N 55° 41' 36" W along said south line a distance of 432.08 feet;
Thence continuing on said south line N 55° 36' 28" W west 51.29 to the **Point of Beginning**.

Containing 6,122 square feet or 0.14 acres, more or less.



Description for a permanent trail easement on King County Tax Parcel 197320-0353

That portion of Parcel C of City of Seattle Lot Boundary Adjustment No. 9906835, recorded under King County Auditor's file number 20000502900009, situate in the southwest quarter of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the southwest corner of said Parcel C, thence N 01° 21' 17" E along the west line of said Parcel C a distance of 14.98 feet;
Thence S 55° 34' 06" E a distance of 275.02 feet;
Thence S 65° 55' 15" E a distance of 25.22 feet;
Thence S 79° 09' 20" E a distance of 32.07 feet to the west right of way margin of Fremont Avenue N:
Thence S 01° 17' 52" W along said west margin a distance of 16.18 feet;
Thence N 79° 39' 57" W a distance of 38.57 feet to the southerly line of said Parcel C;
Thence N 55° 41' 17" W along said south line a distance of 294.68 feet to the **Point of Beginning**;

Containing 4,273 square feet or 0.10 acres, more or less.

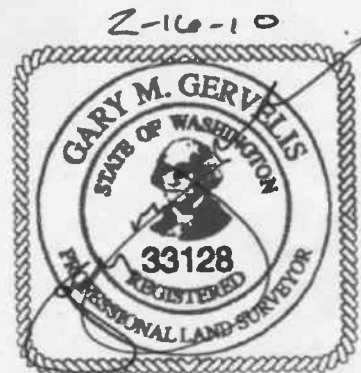


Description for a permanent trail easement on King County Tax Parcel 197320-0385

That portion of Lot B of City of Seattle Lot Boundary Adjustment recorded under King County Auditor's file number 9706050452, situate in the southwest quarter of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the southwest corner of said Lot B, thence N 01° 17' 52" E along the east right of way margin of Fremont Avenue N a distance of 62.65 feet;
Thence S 25° 53' 21" E a distance of 58.45 feet;
Thence S 44° 19' 01" E a distance of 63.87 feet;
Thence S 55° 14' 25" E a distance of 98.43 feet;
Thence S 66° 00' 10" E a distance of 85.64 feet;
Thence S 58° 55' 15" E a distance of 90.39 feet;
Thence S 80° 17' 18" E a distance of 21.59 feet;
Thence N 88° 06' 07" E a distance of 36.95 feet;
Thence N 81° 12' 09" E a distance of 52.83 feet;
Thence N 72° 17' 02" E a distance of 55.54 feet to the west right of way margin of Aurora Avenue N;
Thence S 01° 27' 11" W along said west margin a distance of 17.92 feet;
Thence S 72° 38' 06" W a distance of 58.96 feet;
Thence S 80° 34' 35" W a distance of 38.65 feet;
Thence S 88° 35' 31" W a distance of 69.56 feet;
Thence N 58° 31' 48" W a distance of 103.52 feet;
Thence N 64° 17' 50" W a distance of 49.92 feet to the south line of said Lot B;
Thence N 55° 41' 34" W along said south line a distance of 210.33 feet to the **Point of Beginning**.

Containing 9,091 square feet or 0.21 acres, more or less.



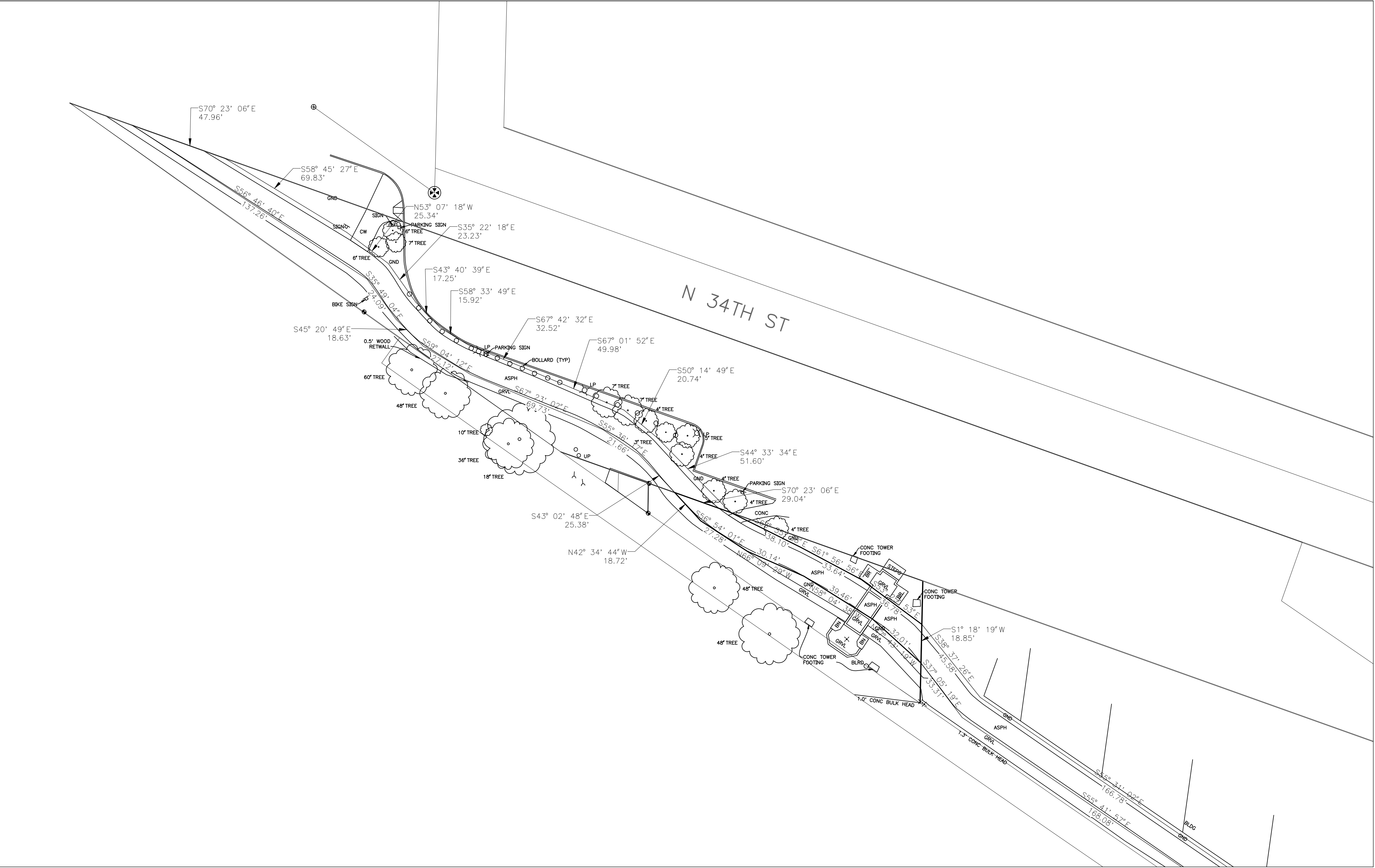
Description for a permanent trail easement on King County Tax Parcel 197320-0389

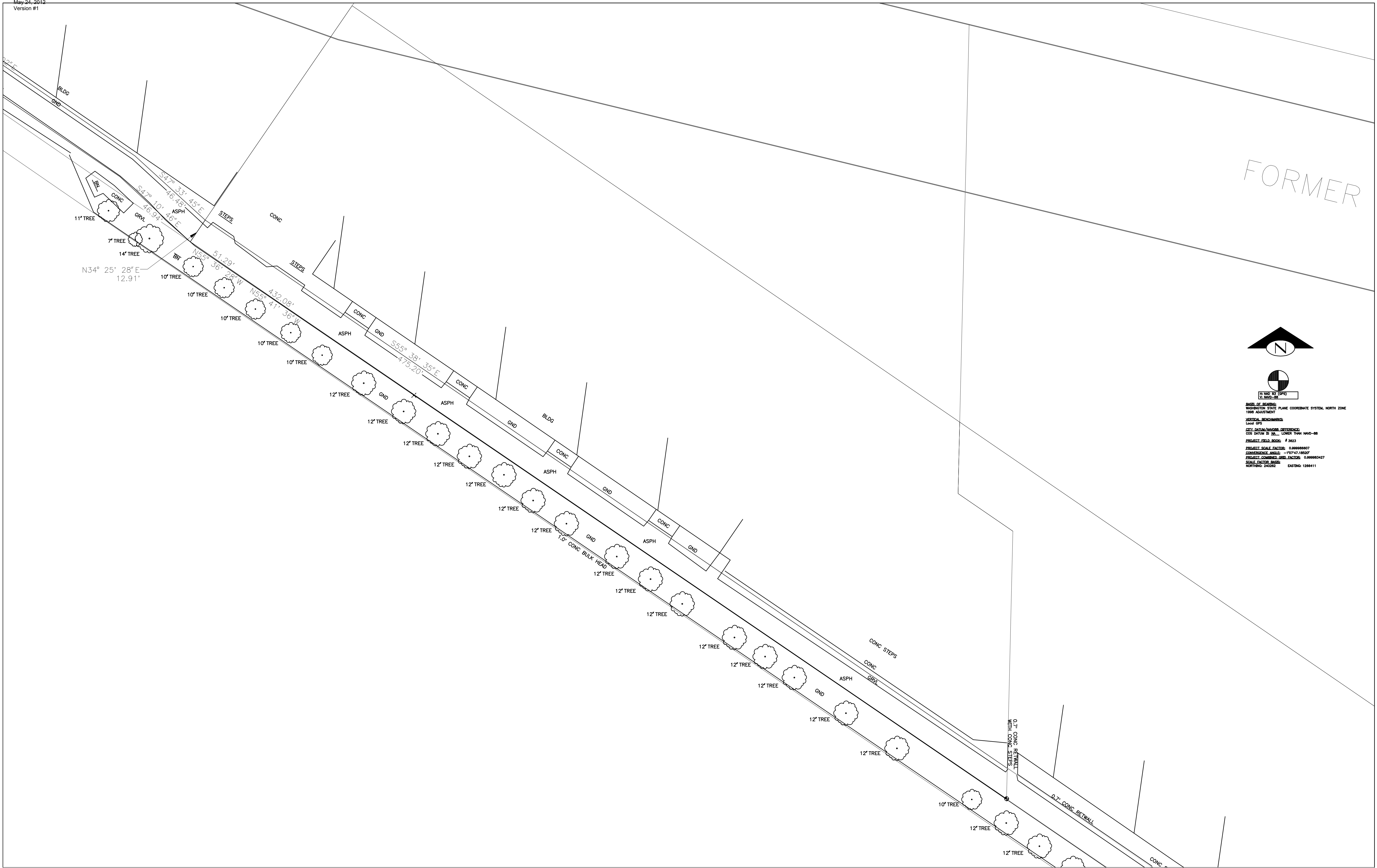
That portion of Lot C of City of Seattle Lot Boundary Adjustment as recorded under King County Auditor's file number 9706050452, situate in the southwest quarter of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:


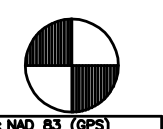
Beginning at the northeast corner of said Lot C, thence S 01° 27' 11" W along the east line of said Lot a distance of 12.95 feet;
Thence N 77° 53' 16" W a distance of 18.37 feet;
Thence S 67° 42' 31" W a distance of 6.43 feet;
Thence S 44° 39' 29" W a distance of 19.80 feet;
Thence S 33° 34' 50" W a distance of 20.28 feet;
Thence S 20° 06' 31" W a distance of 27.21 feet to the south line of said Lot C;
Thence N 76° 20' 38" W along said south line a distance of 11.76 feet;
Thence N 22° 38' 03" E a distance of 38.98 feet;
Thence N 40° 23' 44" E a distance of 31.41 feet;
Thence N 59° 49' 51" E a distance of 19.41 feet to the southerly right of way margin of N 34th St;
Thence S 76° 20' 38" E along said margin a distance of 18.54 feet to the **Point of Beginning**.

Containing 1,149 square feet or 0.03 acres, more or less.









(N-TWO AS GPS)
1:1 NAVD-88

BASE OF BEARING:
WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE
1998 ADJUSTMENT

VERTICAL BENCHMARKS:
LOCAL GPS

CITY DATUM/NAVD88 DIFFERENCE:
COS DATUM IS 3A LOWER THAN NAVD-88

PROJECT FIELD BOOK: # 3623

PROJECT SCALE FACTOR: 0.99998607
CONVERGENCE ANGLE: -707'17.1800"

PROJECT CORNERED GEO. FACTOR: 0.999983427
SCALE FACTOR BARS:
NORTHING: 240000 EASTING: 1286411

