



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1013336-WA1

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1013336-WA1

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services

Issuing Office's ALTA® Registry ID:

Commitment No.: NCS-1013336-WA1

Property Address: 2500 Elliott Avenue, Seattle, WA

Revision No.:

Issuing Office: 920 Fifth Avenue, Suite 1200, Seattle, WA 98104

Reference No.: 2500 Elliott Avenue

Issuing Office File No.: NCS-1013336-WA1

Escrow Officer Name: Laura Johnson

Escrow Officer Number: (206)615-3276

Escrow Officer Email: lhjohnson@firstam.com

Escrow Assistant Name: Pamela Callahan

Escrow Assistant Number: (206)615-3267

Escrow Assistant Email: pacallahan@firstam.com

Title Officer Name: Matthew Chakoian

Title Officer Number: (206)448-6283

Title Officer Email: mchakoian@firstam.com

SCHEDULE A

1. Commitment Date: May 07, 2020 at 8:00 AM

2. Policy to be Issued:

	Amount	Premium	Tax
(a) <input checked="" type="checkbox"/> 2006 ALTA® Standard Owner's Policy	\$To Be Determined	\$To Be Determined	\$To Be Determined
Proposed Insured: To Be Determined			
(b) <input type="checkbox"/> ALTA® Policy	\$	\$	\$
Proposed Insured:			
(c) <input type="checkbox"/> ALTA® Policy	\$		
Proposed Insured:			

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple

4. The Title is, [at the Commitment Date, vested in:](#)

Rar 2500 LLC, a Washington limited liability company

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1013336-WA1

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Prior to closing, the Company must confirm whether the county recording office in which the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1013336-WA1

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the Public Records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B - SECTION 2
(continued)
SPECIAL EXCEPTIONS

9. Lien of Real Estate Excise Tax upon sale of said premises, or transfer of a controlling interest, if unpaid. As of the date herein, the excise tax rates are as follows:
 Levy/Area Code:0011

State Excise Tax for real property classified as Timberland (RCW 84.34 or RCW 84.33) or Agricultural land (RCW 84.34.020):

1.28% of the selling price

All other State Excise Tax:

1.10% of the selling price less than or equal to \$500,000.00

1.28% of the selling price from \$500,000.01 to \$1,500,000.00

2.75% of the selling price from \$1,500,000.01 to \$ 3,000,000.00

3.00% of the selling price over \$3,000,000.00

Local Excise Tax for Seattle

.50% of the selling price

In additional to Excise Tax due, a fee of \$5.00 will be charged on all taxable transactions (\$10.00 on all exempt transactions)

10. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990.

Note: Properties located in Snohomish County and Pierce County may be subject to the King County Sewage Treatment Capacity Charges. To verify charges contact: (206) 296-1450 or CapChargeEscrow@kingcounty.gov.

11. The terms, provisions and easement(s) contained in the document entitled "Shadow Easement" recorded December 11, 1998 as Recording No. [9812110806](#) of Official Records.

(Affects All Lots)

12. The terms, provisions and easement(s) contained in the document entitled "Shadow Easement" recorded December 11, 1998 as Recording No. [9812110810](#) of Official Records.

(Affects All Lots)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

13. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey , recorded April 17, 2007 under Recording No. [20070417900001](#) of surveys, in King County, Washington.

(Affects All Lots)

14. Evidence of the authority of the individual(s) to execute the forthcoming document for Rar 2500 LLC, a Washington limited liability company, copies of the current operating agreement should be submitted prior to closing.
15. Title to vest in an incoming owner whose name is not disclosed. Such name must be furnished to us so that a name search may be made.
16. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.
17. Prior to issuance of an extended coverage policy, the Company will require an Owner's Affidavit be completed and submitted to the Company for approval prior to closing. The Company reserves the right to make any additional requirement as warranted.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

INFORMATION NOTES

NOTE: We don't find any voluntary liens of record affecting subject property. Inquire as to the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

A. General taxes for the year 2020 which have been paid.

Tax Account No.	065300-0165-01
Amount:	\$75,852.13
Assessed Land Value:	\$8,064,000.00
Assessed Improvement Value:	\$0.00

B. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.

C. Any sketch attached hereto is done so as a courtesy only and is not part of any Title Commitment or Policy. It is furnished solely for the purpose of assisting in locating the Land and First American expressly disclaims any liability which may result from reliance made upon it.

D. The description can be abbreviated as suggested below if necessary to meet standard requirements. The full text of the description must appear in the document (s) to be insured.

Lots 1-2, Blk 5, Bell and Denny's Add., to the City of Seattle, [Vol. 1, Pg. 29](#)

APN: 065300-0165-01

E. A fee will be charged upon the cancellation of this Commitment pursuant to the Washington State Insurance Code and the filed Rate Schedule of the Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.


First American
Exhibit A

ISSUED BY

First American Title Insurance Company

File No: NCS-1013336-WA1

The Land referred to herein below is situated in the County of King, State of Washington, and is described as follows:

LOTS 1 AND 2, BLOCK 5, PORTION OF THE TOWN OF SEATTLE AS LAID OUT ON THE LAND CLAIM OF WILLIAM H. BELL AND THE NORTHWESTERN EXTREMITY OF THE CLAIM OF A. A. DENNY, "COMMONLY KNOWN AS BELL AND DENNY'S ADDITION TO THE CITY OF SEATTLE", ACCORDING TO THE PLAT RECORDED IN [VOLUME 1 OF PLATS, PAGE 29](#), IN KING COUNTY, WASHINGTON.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

After Filing Return To:

Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Attn: Thomas A. Goeltz

SHADOW EASEMENT

Grantor(s):

FILED BY FINWT
① 348059-12

12/5

1. Skyway Luggage Co., a Washington corporation

☐ Additional names on page ____ of document

Grantee(s):

1. Marion F. Kotkins Testamentary Trust by its Trustee, Henry L. Kotkins

☐ Additional names on page ____ of document

Abbreviated Legal Description (lot, block and plat name, or section-township-range):

Lots 1, 2 and 3 Block 5, Bell and Denny's Addition to the City
of Seattle, Volume 1 of Plats, Page 29

☒ Additional legal description is on Exhibits A and B, pages 3 and 4 of document

Assessor's Property Tax Parcel Account Number(s):

065300-0165-01
065300-0184-08

Reference Numbers of Documents Assigned or Released (if applicable):

☐ Additional reference numbers on page ____ of document

EXCISE TAX NOT REQUIRED

King County Records Division

BY: Elayne, Deputy

00:21

9812110806 10:14:00 AM KING COUNTY RECORDS 005 PC

9812110806

SHADOW EASEMENT

Skyway Luggage Co., a Washington corporation is the owner of the real property legally described on Schedule A attached hereto and incorporated herein by this reference (the "Property"). Henry L. Kotkins as Trustee of the Marion F. Kotkins Testamentary Trust ("Beneficiary") is the owner of the real property legally described on Schedule B attached hereto and incorporated herein by this reference (the "Benefited Property"). In connection with a transfer of the Property to The City of Seattle, Grantor has elected to create an easement across the Property as set forth below:

NOW, THEREFORE, for good and valuable consideration in hand paid, Grantor hereby grants, conveys and creates an easement for the benefit of the Benefited Property over and across the Property for the purpose of casting shadows and blocking light and views which may be caused by buildings and related development on the Benefited Property. This easement shall run with the land and be binding upon, inure to the benefit of and be enforceable by the successor owners of the Benefited Property and the Property.

Executed as of this 11th day of December, 1998.

Grantor:

SKYWAY LUGGAGE CO., a
Washington corporation

By: *Henry L. Kotkins*

Its: PRESIDENT

9812110806

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 8th day of December, 1998, before me, a Notary Public in and for the State of Washington, personally appeared Henry L. Kotkins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of SKYWAY LUGGAGE CO., to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

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

DIANE M. SARDESON
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 9-14-01

Diane M. Sardeson
NOTARY PUBLIC in and for the State of
Washington, residing at 1629 Duane Ave
My appointment expires 9/14/01
Print Name DIANE M. SARDESON

Attachments:
Exhibit A - Legal Description of Property
Exhibit B - Legal Description of Benefited Property

9812110906

Schedule A
Legal Description of the Property

That portion of Lot 3, Block 5, portion of the Town of Seattle as laid out on the Land Claim of William H. Bell and the northwestern extremity of the Claim of A.A. Denny, "commonly known as Bell and Denny's Addition to the City of Seattle," according to the plat thereof recorded in Volume 1 of Plats, page 29, in King County, Washington, described as follows:

Beginning at the most southerly corner of said Lot 3;
Thence northeasterly, along the southeasterly line of said lot, 82.51 feet;
Thence northwesterly, parallel with the southwesterly line of said lot, 30 feet;
Thence southwesterly, parallel with the southeasterly line of said lot, 82.51 feet
to the southwesterly line of said lot;
Thence southeasterly, along said southwesterly line, 30 feet to the point of
beginning.

9812110806

Schedule B
Legal Description of Benefited Property

Lots 1 and 2, Block 5, portion of the Town of Seattle as laid out on the Land Claim of William H. Bell and the northwestern extremity of the Claim of A.A. Denny, "commonly known as Bell and Denny's Addition to the City of Seattle," according to the plat thereof recorded in Volume 1 of Plats, page 29, in King County, Washington,

9812110806

After Filing Return To:

Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Attn: Thomas A. Goeltz

SHADOW EASEMENT

Grantor(s):

FILED BY FIVVT
① 330772-12

11/4

1. Marion F. Kotkins Testamentary Trust by its Trustee, Henry L. Kotkins

☐ Additional names on page ____ of document

Grantee(s):

2. Marion F. Kotkins Testamentary Trust by its Trustee, Henry L. Kotkins

☐ Additional names on page ____ of document

Abbreviated Legal Description (lot, block and plat name, or section-township-range):

Lots 1, 2 and 3 and a portion of Lot 4, Block 5, Bell and
Denny's Addition to the City of Seattle, Volume 1 of Plats,
Page 29

☒ Additional legal description is on Exhibits A and B, pages 3-4 of document

Assessor's Property Tax Parcel Account Number(s):

065300-0165-01

Reference Numbers of Documents Assigned or Released (if applicable):

☐ Additional reference numbers on page ____ of document

EXCISE TAX NOT REQUIRED
King County Records Division
BY: [Signature] Deputy

SHADOW EASEMENT

Henry L. Kotkins As Trustee Of The Marion F. Kotkins Testamentary Trust ("Grantor") is the owner of the real property legally described on Schedule A attached hereto and incorporated herein by this reference (the "Property") and the real property legally described on Schedule B attached hereto and incorporated herein by this reference (the "Benefited Property"). In connection with a transfer of the Property to The City of Seattle, Grantor has elected to reserve an easement across the Property as set forth below:

NOW, THEREFORE, for good and valuable consideration in hand paid, Grantor hereby reserves and creates an easement over and across the Property for the purpose of casting shadows and blocking light and views which may be caused by buildings and related development on the Benefited Property. This easement shall run with the land and be binding upon, inure to the benefit of and be enforceable by the successor owners of the Benefited Property and the Property.

Executed as of this 9th day of December, 1998.

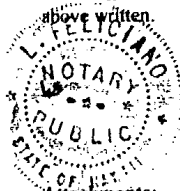
Grantor:

Henry L. Kotkins SR
Henry L. Kotkins as Trustee of the
Marion F. Kotkins Testamentary Trust

STATE OF HAWAII)
COUNTY OF Maui) ss.

On this 9th day of December, 1998, before me, a Notary Public in and for the State of Hawaii, personally appeared HENRY L. KOTKINS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Trustee of MARION F. KOTKINS TESTAMENTARY TRUST to be the free and voluntary act and deed of said trust for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first



Attachments:

Exhibit A - Legal Description of Property and Exhibit B - Legal Description of Benefited Property

L. Feliciano
NOTARY PUBLIC in and for the State of Hawaii,
residing at Kahului
My appointment expires 12/1/99
Print Name L. Feliciano

9812110810

Schedule A
Legal Description of the Property

Parcel A

The northeasterly 23 feet of the southwesterly 99.51 feet of Lot 4, Block 5, portion of the Town of Seattle as laid out on the Land Claim of William H. Bell and the northwestern extremity of the claim of A.A. Denny, "commonly known as Bell and Denny's Addition to the City of Seattle," according to the plat thereof recorded in Volume 1 of Plats, page 29, in King county, Washington.

Parcel B

Lot 3, Block 5, portion of the Town of Seattle as laid out on the Land Claim of William H. Bell and the northwestern extremity of the Claim of A.A. Denny, "commonly known a Bell and Denny's Addition to the City of Seattle," according to the plat thereof recorded in Volume 1 of Plats, page 29, in King County, Washington;
EXCEPT the southwesterly 82.51 feet of the southeasterly half of said Lot 3.

9812110810

Schedule B
Legal Description of Benefited Property

Lots 1 and 2, Block 5, portion of the Town of Seattle as laid out on the Land Claim of William H. Bell and the northwestern extremity of the Claim of A.A. Denny, "commonly known as Bell and Denny's Addition to the City of Seattle," according to the plat thereof recorded in Volume 1 of Plats, page 29, in King County, Washington,

9812110810

2.2.2.137

20070419.00001

AMENDED RECORD OF SURVEY
PORTIONS OF SECTIONS 25 AND 36, TOWNSHIP 25 NORTH, RANGE 3 EAST, W.M.
PORTIONS OF SECTIONS 30 AND 31, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.
PORTIONS OF SECTIONS 6, 7, AND 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.

SURVEY NARRATIVE AND RECORD OF SURVEY DESCRIPTION

THE SURVEY WAS COMPLETED BY THE REQUEST OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) TO REFERENCE EXISTING SURVEY CONTROL POINTS AND TO ALLOW THE WSDOT TO USE THIS SURVEY IN CONNECTION WITH THE "ALASKAN WAY VIADUCT AND SEA WALL REPLACEMENT PROJECT" AS A PART OF THE DEVELOPMENT OF THE RIGHT-OF-WAY. THE SURVEY WAS ASSOCIATED WITH SAID REPLACEMENT PROJECT. THE SURVEY WAS COMPLETED BY THE REQUEST OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) TO REFERENCE EXISTING SURVEY CONTROL POINTS AND TO ALLOW THE WSDOT TO USE THIS SURVEY IN CONNECTION WITH THE "ALASKAN WAY VIADUCT AND SEA WALL REPLACEMENT PROJECT" AS A PART OF THE DEVELOPMENT OF THE RIGHT-OF-WAY. THE SURVEY WAS ASSOCIATED WITH SAID REPLACEMENT PROJECT.

THE SURVEY WAS COMPLETED BY THE REQUEST OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) TO REFERENCE EXISTING SURVEY CONTROL POINTS AND TO ALLOW THE WSDOT TO USE THIS SURVEY IN CONNECTION WITH THE "ALASKAN WAY VIADUCT AND SEA WALL REPLACEMENT PROJECT" AS A PART OF THE DEVELOPMENT OF THE RIGHT-OF-WAY. THE SURVEY WAS ASSOCIATED WITH SAID REPLACEMENT PROJECT.

THE SURVEY WAS COMPLETED BY THE REQUEST OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) TO REFERENCE EXISTING SURVEY CONTROL POINTS AND TO ALLOW THE WSDOT TO USE THIS SURVEY IN CONNECTION WITH THE "ALASKAN WAY VIADUCT AND SEA WALL REPLACEMENT PROJECT" AS A PART OF THE DEVELOPMENT OF THE RIGHT-OF-WAY. THE SURVEY WAS ASSOCIATED WITH SAID REPLACEMENT PROJECT.

THE SURVEY WAS COMPLETED BY THE REQUEST OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) TO REFERENCE EXISTING SURVEY CONTROL POINTS AND TO ALLOW THE WSDOT TO USE THIS SURVEY IN CONNECTION WITH THE "ALASKAN WAY VIADUCT AND SEA WALL REPLACEMENT PROJECT" AS A PART OF THE DEVELOPMENT OF THE RIGHT-OF-WAY. THE SURVEY WAS ASSOCIATED WITH SAID REPLACEMENT PROJECT.

THE SURVEY WAS COMPLETED BY THE REQUEST OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) TO REFERENCE EXISTING SURVEY CONTROL POINTS AND TO ALLOW THE WSDOT TO USE THIS SURVEY IN CONNECTION WITH THE "ALASKAN WAY VIADUCT AND SEA WALL REPLACEMENT PROJECT" AS A PART OF THE DEVELOPMENT OF THE RIGHT-OF-WAY. THE SURVEY WAS ASSOCIATED WITH SAID REPLACEMENT PROJECT.

THE SURVEY WAS COMPLETED BY THE REQUEST OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) TO REFERENCE EXISTING SURVEY CONTROL POINTS AND TO ALLOW THE WSDOT TO USE THIS SURVEY IN CONNECTION WITH THE "ALASKAN WAY VIADUCT AND SEA WALL REPLACEMENT PROJECT" AS A PART OF THE DEVELOPMENT OF THE RIGHT-OF-WAY. THE SURVEY WAS ASSOCIATED WITH SAID REPLACEMENT PROJECT.

THE SURVEY WAS COMPLETED BY THE REQUEST OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) TO REFERENCE EXISTING SURVEY CONTROL POINTS AND TO ALLOW THE WSDOT TO USE THIS SURVEY IN CONNECTION WITH THE "ALASKAN WAY VIADUCT AND SEA WALL REPLACEMENT PROJECT" AS A PART OF THE DEVELOPMENT OF THE RIGHT-OF-WAY. THE SURVEY WAS ASSOCIATED WITH SAID REPLACEMENT PROJECT.

NOTES

1. THIS SURVEY EXCEEDS THE MINIMUM REQUIRED SURVEY PRECISION FOR FIELD TRAVERSE AS SET FORTH PER W.A.C. 352-130-090. THE TERRITORIAL PORTION WAS PERFORMED WITH A LEICA TCA 1100L TOTAL STATION MAINTAINED IN ADJUSTMENT TO MANUFACTURER'S SPECIFICATIONS AS SET FORTH PER W.A.C. 352-130-100.
2. ALL MONUMENTS SHOWN AS FOUND, WERE FIELD VISITED DURING THE SPRING OF 2002, OCTOBER AND NOVEMBER 2002, AND JANUARY 2004.
3. THIS SURVEY DOES NOT PURPORT TO REFLECT EASEMENTS OF RECORD WHICH MAY ENCOMBER ADJACENT PRIVATE LANES.
4. SECTION LINES OR DONATION LAND CLAY LINES AS SHOWN ON THIS SURVEY ARE FOR ILLUSTRATIVE PURPOSES ONLY.
5. ALL DISTANCES AS SHOWN ON THIS SURVEY ARE GROUND DISTANCES BASED UPON THE U.S. SURVEY FOOT, TO OBTAIN WASHINGTON STATE PLANE COORDINATES, MULTIPLY GROUND DISTANCE BY THE COMBINED SCALE FACTOR OF 0.9999977264. THE COMBINED SCALE FACTOR IS THE ELEVATION FACTOR OF 1.000001874 MULTIPLIED BY THE SCALE FACTOR OF 0.9999958518. THE COORDINATES SHOWN AS NORTH-84 (NAD 83) (PROJECT) ARE GROUND COORDINATES TRANSLATED FROM GRID COORDINATES (NAD 83) AS FOLLOWS:
$$X (GRID METRIC) / 0.9999977264 + 109,000 \text{ METERS} \cdot 36.37 / 12 = \text{NORTHINGS (U.S. FOOT)}$$
$$Y (GRID METRIC) / 0.9999977264 + 109,000 \text{ METERS} \cdot 36.37 / 12 = \text{EASTINGS (U.S. FOOT)}$$
6. THE BLANK OF THIS SURVEY IS FOR RETRACTION OF STREET CHAIRMAN AND MASON ONLY. ADJOINING BLOCK SURVEY, EMBODIMENT, IS SECONDARY TO THE PURPOSES OF THIS SURVEY. THEREFORE, WHILE "OTHER" RECORDED AND UNRECORDED DATA IS SHOWN ALONG THE CENTERLINE, AS IT MAY APPLY, SAID DATA IS NOT LINEARLY WITHIN THE ADJOINING BLOCKS.
7. RIGHT-OF-WAY VARIATIONS SHOWN HEREON ARE BASED UPON RESEARCH CONDUCTED THROUGH JUNE 2002. ANY RECENT STREET VARIATIONS, CORRECTIONS OR REINFORCEMENTS SINCE SAID DATE, MAY NOT BE REPRESENTED.

BASIS OF BEARING AND CONTROL NARRATIVE

WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH 2004, 1983
(NAD 83 ADJUSTMENT)
ALL SURVEY CONTROL ESTABLISHED AND USED FOR THIS SURVEY IS BASED ON AND CONSIDERED TO HAVE NATIONAL GEODETIC SURVEY CONTROL STATIONS (NAD 83), EAST WASHINGTON DEPARTMENT OF TRANSPORTATION CONTROL STATIONS (WSDOT), AND FIVE CITY OF SEATTLE CONTROL STATIONS (COS). THE CALCULATIONS OF EACH STATION IS AS FOLLOWS:

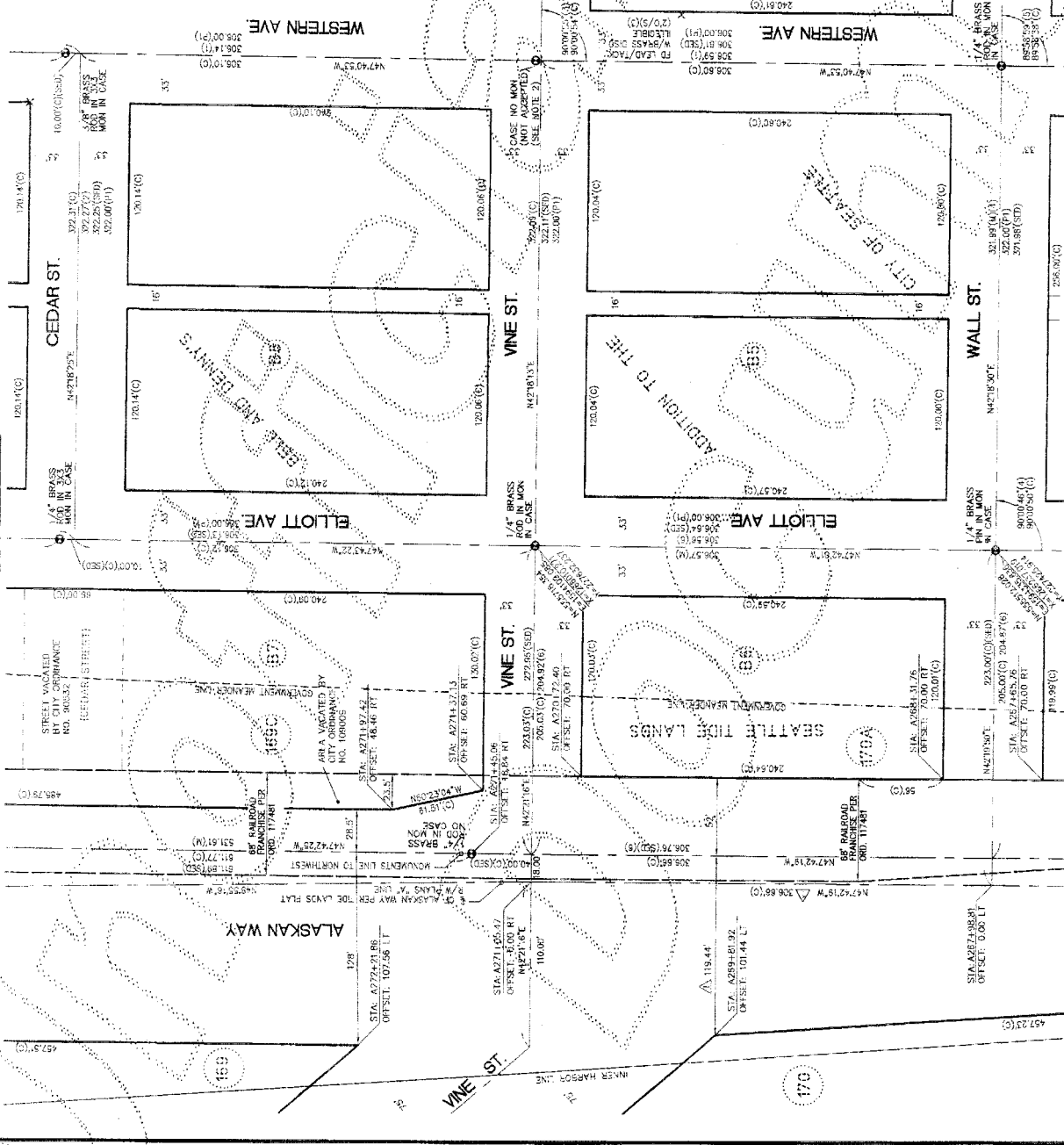
STATION	GRID NORTHING (N)	GRID EASTING (E)	GRID HEIGHT (MAD 83)	SCALE FACTOR	ELLIPSOIDAL HEIGHT
NES 5 A ST 1951	750170.747	25,315	0.9999977264	0.9999977264	-25,303,943.7
NES 5 A ST 4304	751701.039	21,017	0.9999977264	0.9999977264	-25,307,246.7
NES 5 A ST 4305	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4306	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4307	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4308	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4309	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4310	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4311	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4312	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4313	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4314	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4315	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4316	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4317	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4318	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4319	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4320	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4321	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4322	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4323	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4324	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4325	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4326	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4327	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4328	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4329	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4330	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4331	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4332	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4333	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4334	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4335	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4336	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4337	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4338	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4339	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4340	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4341	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4342	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4343	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4344	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4345	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4346	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4347	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4348	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4349	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4350	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4351	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4352	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4353	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4354	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4355	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4356	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4357	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4358	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4359	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4360	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4361	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4362	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4363	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4364	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4365	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4366	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4367	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4368	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4369	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4370	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4371	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4372	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4373	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4374	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4375	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4376	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4377	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4378	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4379	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4380	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4381	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4382	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4383	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4384	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4385	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4386	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4387	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4388	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4389	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4390	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4391	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4392	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4393	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4394	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4395	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4396	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4397	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4398	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4399	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4400	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4401	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4402	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4403	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4404	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4405	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4406	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4407	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4408	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4409	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4410	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4411	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4412	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4413	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4414	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4415	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4416	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4417	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4418	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4419	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4420	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4421	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4422	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4423	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4424	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4425	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4426	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4427	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4428	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4429	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4430	750904.238	15,275	0.9999977264	0.9999977264	-25,309,265.0
NES 5 A ST 4431	750904.238				

80010411900001

722/208

PORTION OF NW AND SW QUARTER OF SECTION 31, TOWNSHIP 25 NORTH, RANGE 04 EAST, W.M.
KING COUNTY, WASHINGTON

SEE SHEET 24



SEE SHEET 21

NORTH

BASIS OF BEARING
WA STATE PLANE, NORTH ZONE (NAD 83/91)



NOTES

1. SEE SHEET 1 FOR GENERAL SURVEY NOTES. INTENTION OF THIS SURVEY AND COORDINATE TRANSFORMATIONS.
2. WESTERN AVE AND VINE ST. CENTERLINE INTERSECTION POSITION DETERMINED BY SURVEY OF THE INTERSECTION OF WESTERN AVE AND VINE ST. ON EACH SIDE OF SAID CENTERLINE INTERSECTIONS.

REFERENCE

- (SED) CITY OF SEATTLE ENGINEERING MAP, FILE NO. 240.
- (SPD) CITY OF SEATTLE FIELD BOOKS 10257 AND 2570.
- (PH) PORTION OF THE TOWN OF SEATTLE, AS Laid Out ON THE CLAIMS OF WA STATE, AS Laid Out ON THE CLAIMS OF AL BENT, COMMONLY KNOWN AS BELL, AND DENNY'S ADDITION TO THE CITY OF SEATTLE, VOL. 01, PAGE 28.
- SEATTLE REE LANDS SUPPLEMENTAL SHEET 50.
- (6) RECORD OF SURVEY, JOHN HERRICK MILLER, VOL. 96, PAGE 185.
- (12) RECORD OF SURVEY, HERRICK, STEADMAN AND ASSOCIATES U.S., VOL. 123, PAGE 185.
- (13) SECOND OF SURVEY, HERRICK, STEADMAN AND ASSOCIATES U.S., VOL. 154, PAGE 86.
- (4) ALASKAN WAY, THE COUNTY LAND SURVEYING CO., VOL. 94, PAGE 102.
- (9) RECORD OF SURVEY, RUSH, ROED AND HERRICKS, INC., VOL. 113, PAGE 222.
- RECORD OF SURVEY, RUSH, ROED AND HERRICKS, INC., VOL. 141, PAGE 175.
- PORT OF WAY PLAN, ALASKAN WAY, STEWART ST. TO BROAD ST., NOVEMBER 19, 2008.

LEGEND

- MONUMENT (OUND AS NOTED)
- + TACK IN LEAD (FOUND AS NOTED)
- (SED) DISTANCE PER CITY OF SEATTLE FIELD BOOKS AND ENGINEERING MAPS
- (C) CALCULATED DISTANCE/ANGLE
- (M) FIELD MEASUREMENT
- (55) BRICK NUMBER
- △ DISTANCE ADDED OR REMOVED FROM RECORD OF SURVEY, VOL. 171, PAGES 1 THROUGH 71.



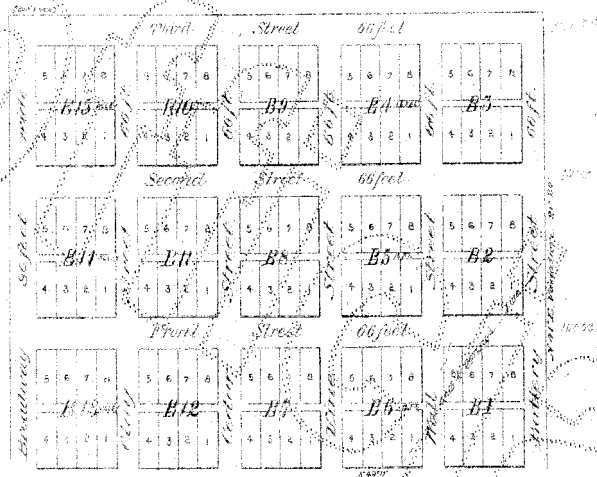
AMENDED RECORD OF SURVEY
FOR
WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION
ALASKAN WAY VIADUCT PROJECT
CITY OF SEATTLE



DAVID EVANS
AND ASSOCIATES, INC.
SURVEYED
DATE
DRAWN
CHECKED
FILE

SHEET 22 OF 71
SCALE 1" = 50'
NAD 83/91
DATE
DRAWN
CHECKED
FILE

PORTION OF NW AND SW 1/4 OF NW 1/4 OF SEC 31, T. 25 N. R. 04 E. W.M.



This portion of the town of Seattle is laid out on the Land Claim of Wm. N. Bell and the North western extremity of the Claim of A. A. Jenny. Lots are 66 feet wide by 132 feet in length. Streets and alleys are as represented on the above plat.

I, Thomas Mercer, Judge of Probate, of King County, W.T., do hereby certify that Wm. N. Bell and A. A. Jenny have this day acknowledged the above to be a correct plat of a portion of the town of Seattle, as laid out by them and of which they claim to be the proprietors. Dated August 18th 1859. Thomas Mercer, Probate Judge.

Witness my hand and seal this 18th day of August 1859.

Recorded in the Records of King County, W.T. by
me Thomas C. Mercer, in presence of the reporter
this order Clerk King Co. this 18th day of August 1859.
T.C. Mercer
County Clerk.



20200218000937

WARRANTY DEED Rec: \$104.50
2/18/2020 12:08 PM
KING COUNTY, WA

After recording return to:
K&L Gates LLP
925 4th Avenue, Suite 2900
Seattle, Washington 98104-1158
Attn: Mark Roberts

E3034181

EXCISE TAX AFFIDAVITS
2/18/2020 12:08 PM KING COUNTY, WA
Tax Amount:\$10.00

STATUTORY WARRANTY DEED

GRANTOR: ROBERT W. ROSEN, as successor Trustee of the MARION F. KOTKINS
TESTAMENTARY TRUST

GRANTEE: RAR 2500 LLC, a Washington limited liability company

ABBREVIATED LEGAL LOTS 1-2, BLOCK 5, BELL AND DENNY'S ADD., TO
DESCRIPTION: THE CITY OF SEATTLE, VOL. 1, PG. 29

ASSESSOR'S TAX PARCEL No.: 065300-0165-01

THE GRANTOR, Robert W. Rosen, as successor Trustee of the **MARION F. KOTKINS
TESTAMENTARY TRUST**, for good and valuable consideration, the receipt and sufficiency of
which is hereby acknowledged, transfers, conveys and warrants to **RAR 2500 LLC**, a
Washington limited liability company ("Grantee"), the following described real estate, situate in
the City of Seattle, County of King, State of Washington:

LOTS 1 AND 2, BLOCK 5, PORTION OF THE TOWN OF SEATTLE AS LAID OUT ON
THE LAND CLAIM OF WILLIAM H. BELL AND THE NORTHWESTERN EXTREMITY
OF THE CLAIM OF A. A. DENNY, "COMMONLY KNOWN AS BELL AND DENNY'S
ADDITION TO THE CITY OF SEATTLE", ACCORDING TO THE PLAT RECORDED
IN VOLUME 1 OF PLATS, PAGE 29, IN KING COUNTY, WASHINGTON.

FIRST AMERICAN NCS-977657-WA1

Dated this 11 day of February, 2020.

GRANTOR:




Robert W. Rosen, as successor Trustee of the
Marion F. Kotkins Testamentary Trust

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

This record was acknowledged before me on February 11th, 2020 by Robert W. Rosen, as successor Trustee of the Marion F. Kotkins Testamentary Trust.



(Signature of notary public)

Notary Public
(Title of office)

My Commission Expires: 12/16/2021
(Date)