

Recorded at the Request of  
and after Recording Return to:

City Of Bellevue  
City Attorney's Office  
Attn: Jerome Y. Roache  
450 110<sup>th</sup> Ave NE  
Bellevue, WA 98004

### **AGREEMENT REGARDING MIDBLOCK CONNECTOR ROAD**

**GRANTORS:**

WASHINGTON SQUARE ASSOCIATES, LLC  
WASHINGTON SQUARE ONE PARKING, INC.  
BV HOLDINGS, LLC;

**GRANTEES:**

WASHINGTON SQUARE ASSOCIATES, LLC  
WASHINGTON SQUARE ONE PARKING, INC.  
BV HOLDINGS, LLC  
CITY OF BELLEVUE

**ABBREVIATED LEGAL DESCRIPTIONS:**

(Complete legal description(s) are on Exhibits A, B and C of this document.)

LOTS A-D INCLUSIVE AS SHOWN ON BOUNDARY LINE ADJUSTMENT NO. 13-116875  
RECORDED SEPTEMBER 11, 2013 UNDER RECORDING NUMBER 20130911900002, RECORDS  
OF KING COUNTY WASHINGTON

(Tax Parcels 154460-0143, 154460-0150, 154460-0157, 154460-0158)

S 421.15 FT OF W 100 FT OF PTN OF TRACT 8, CHERITON FRUIT GARDENS CONWAYS SUB, VOL  
7, PG 46, LY ELY BELLEVUE REALTY REDWOOD ADD, VOL 54, PG 28; EXC S 10 FT THOF  
CONVYD FOR NE 8TH ST; AND EXC PTN THOF LY WHN BELLEVUE BLA 05 113798 LG, AFN  
20051026900001; AND EXC PTN THOF CONVYD TO BELLEVUE BY DEED REC 20080502002071.  
(Tax Parcel 154460-0160)

LOT D, CITY OF BELLEVUE BOUNDARY LINE ADJUSTMENT NUMBER 05 113798 LG,  
RECORDED UNDER RECORDING NUMBER 20051026900001, IN KING COUNTY,  
WASHINGTON.

(Tax Parcel 068570-0020)

LOTS 6, 7, 8, AND 9, BELLEVUE REALTY REDWOOD ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 54 OF PLATS, PAGE 28, IN KING COUNTY, WASHINGTON.

(Tax Parcel 068570-0035)

LOT 10, BELLEVUE REALTY REDWOOD ADD, VOL 54, PG 58; EXC S 10 FT THOF CONVD TO BELLEVUE BY DEED REC AFN 5038660; AND EXC PTN THOF CONVD TO BELLEVUE BY DEED REC 20080502002068.

(Tax Parcel 068570-0055)

**DOCUMENT AFFECTED:** Covenant Regarding Public Access Easement (King Co. Recording number 20050928001505

## **AGREEMENT REGARDING MIDBLOCK CONNECTOR ROAD**

This AGREEMENT REGARDING MIDBLOCK CONNECTOR ROAD (this “Agreement”) is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between WASHINGTON SQUARE ONE PARKING, INC., a Washington corporation (“WSOP”), BV HOLDINGS, LLC, DBA BV-Wasatch Holdings, LLC, a Utah limited liability company (“BV”), WASHINGTON SQUARE ASSOCIATES, LLC, a Delaware limited liability company (“WSA”), and the CITY OF BELLEVUE, a municipal corporation (“City”). BV, WSA and the City are sometimes referred to herein collectively as the “Parties” and individually as a “Party”.

### **BACKGROUND**

In 2004, BV’s predecessor in interest, Wasatch Management & Development LLC (“Wasatch”) applied for City of Bellevue Design Review approval for development of the northwest corner of the “Wasatch Superblock,” bounded by NE 10th Street on the north, NE 8th Street on the south, 106th Avenue NE on the west, and 108th Avenue NE on the east (“Wasatch Superblock”).

In connection with that approval, the Bellevue City Council passed Ordinance No. 5625 (“Ordinance”) vacating the Fox’s Addition plat, which comprised the Wasatch Superblock, based on a number of conditions, one of which was that Wasatch record a public access easement for a future midblock connector road (the “Connector Road”), with a contractual obligation to complete the Connector Road by September 28, 2015.

These conditions were duly memorialized in a “Covenant Regarding Public Access Easement” (King Co. Recording Number 20050928001505, the “Access Covenant”), and that that certain “Public Access Easement” granted by BV to the City (King County Recording Number 20050928001504) as amended by that certain “Amended Public Access Easement” (King County Recording Number 20130919000664). The Public Access Easement as amended is referred to herein as the “Access Easement”.

The Access Easement is located in part on land owned by BV and described on **Exhibit A** (the “BV Property”), in part on land owned by WSA and described on **Exhibit B** (the “WSA Property”) and in part on land owned by WSOP and described on **Exhibit C** (“WSOP Property”). The WSOP Property, WSA Property and the BV Property are depicted on the site plan attached as **Exhibit D**.

BV, as successor to Wasatch, failed to build the Connector Road within the 10-year timeframe as required by the Ordinance and the Access Covenant due to the impacts of the financial downturn in the real estate market, but remains obligated to construct the Connector Road. However, the parties have agreed that completion of the full Connector Road on the BV Property at the present time would be commercially impracticable as future development would require the complete destruction and replacement of any current improvements located on the BV Property in order to complete said future development.

The parties have further agreed that the best interim solution is to construct an interim one way connector road, and WSA has agreed to undertake this work at its sole cost. BV and WSA are parties to that certain Road Construction Agreement recorded under King County Recording Number 20131001001960 (as amended by Amendment 1 recorded concurrently herewith, the “Road Construction Agreement”), which describes WSA’s obligations with respect to such construction as between WSA and BV.

## **AGREEMENT**

**1. Construction of Interim Road.** WSA shall, within 12 months after the date of this Agreement, construct an interim road within the area defined by the Access Easement, as described in Permit Number 13-135687 GD, Post Revisions 3 and 4 (the “Interim Road”). The Interim Road includes a short two lane section located at the east entrance to WSA’s garage, to permit ingress and egress to the garage, and the balance of the Interim Road is a one lane road, all as shown on the permit drawings referenced above. The Road Construction Agreement shall apply to such work, as between WSA and BV. The City has no rights or obligations under the Road Construction Agreement, nor shall the City’s rights hereunder be in any way affected by the Road Construction Agreement. Upon WSA’s completion of the Interim Road in accordance with Permit Number 13-135687 GD, Post Revisions 3 and 4 and applicable City code, the City shall execute and record a release of the WSA Property from any further obligation under this Agreement and the Access Covenant.

**2. Completion of full Connector Road.** BV and its successors and assigns with respect to the BV Property shall be responsible for completion of the full Connector Road as and when specified below. As between BV and WSA, the Road Construction Agreement shall continue to apply to such construction and the cost thereof.

**3. Timing.**

**a.** Subject to the provisions below, BV will NOT be required to build the entire two-way Connector Road at the present time.

**b.** The City agrees to extend the time required for BV to commence construction of the entire two-way Connector Road until such time as development is undertaken on the remaining undeveloped parcels on the BV Property.

**c.** As development takes place on each parcel in the BV Property, an adjacent corresponding two-way section of the Connector Road shall be completed by the then owner of such Parcel (in each case, an “Owner”), and completion of such section of the Connector Road shall occur within thirty (30) months after building permits for construction of the development on that Parcel have been issued. Similarly, if for some reason the entire two-way Connector Road is built at the same time and not in phases, such completion shall occur within thirty (30) months after building permits for construction of the development have been issued. During construction, access, other than via the Interim Road, will be available to existing buildings. Each Owner shall provide to the City, prior to demolition of a section of the Interim Road, a completion bond, or assignment of savings, or a letter of credit (each being “Security”) equal to 150% of the road construction costs for the segment of the two- way Connector Road that corresponds to the demolished portion of the Interim Road, as determined by a valid construction estimate provided by Owner’s contractor assigned to build that portion of the Connector Road. This bonding obligation shall run with the land. Unless otherwise agreed to in writing, in the event an Owner does not complete its portion of the two-way Connector Road as provided above, City may execute on its Security after the thirty (30) months has elapsed and 180 days’ notice has been given to Owner or assignee.

**d.** When all development of the BV Property has been substantially completed, the two-way Connector Road must be completed and approved by the City but in no event shall any portion of the two-way Connector Road fail to be completed more than thirty (30) months after issuance of the building permits for such parcel.

e. Any permits issued by the City for development of the BV Property shall require that the adjacent portion of the remainder of the Connector Road must be completed and shall require that the Connector Road be constructed in accordance with the then existing City requirements.

f. For purposes of this Agreement, **Exhibit D** represents the location of the Connector Road, the expectations for the frontage improvements, and other relevant aspects of the location and design of the Connector Road.

g. The City, including the City of Bellevue Fire Department, agree that the Interim Road can be demolished temporarily and rendered unusable pursuant to development of the BV Property and any subterranean parking pursued by BV, or its successors and/or assigns, under the location of the Connector Road. For purposes herein, the term “temporarily” shall not be construed to be any amount of time less than that required to fully develop the portion of the BV property being developed. As between BV and WSA, the Road Construction Agreement shall continue to apply to such work.

h. BV may enter into an agreement with a third party to construct the entire two-way Connector Road, but such agreement shall not relieve BV of any obligations contained herein .

i. All road construction shall use flaggers for traffic control satisfactory to the City.

j. Once any portion of the Interim Road or the Connector Road is completed, no party shall have the right to use the same for storage of dumpsters, parking or other use which would impair the ability of the public to use the road for access purposes. [This provision shall not apply to construction periods as provided above.]

#### **4. Bond.**

**4.1 Amount.** Within 60 days of the execution of this Agreement, BV shall bond for the completion of the entire two-way Connector Road. Such bond shall be provided by a bonding company and in form and on such terms as are reasonably satisfactory to the City. As development takes place on each parcel in the BV Property, security will be posted by the Owner developing such portion of the BV Property and as each segment of the Connector Road is completed, inspected, and approved by the City, the bond will be reduced proportionally. The initial bond shall cover the cost of completion of the entire two-way Connector Road. The full amount of the bond shall be for 150% of the cost to construct the entire two-way Connector Road, including required frontage improvement. When, and if, the Interim Road is completed in accordance with this Agreement, the City will reduce the bond to 150% of the cost to complete construction of the remaining portion of the Connector Road. In other words, BV shall bond for any portion of the Connector Road that has not been completed. The bond shall keep pace with inflation, tied to CPI-W, and shall be adjusted annually on the anniversary of the effective date of this Agreement.

**4.2 Term.** BV will continue to bond each year and carry the cost to provide the necessary assurances to the City that the two-way Connector Road will ultimately be constructed at the time of future development of the adjacent parcels or as otherwise provided in this Agreement. If development of the Wasatch Superblock occurs in pieces, and if requested by BV in writing, the City may shall reduce the amount of the bond commensurate to the portion left to be completed. If development has not taken place, the bond obligation remains until such time as the two-way Connector Road is completed. Notwithstanding anything to the contrary contained in this Agreement, in the event the two-way Connector Road is not constructed in its entirety on or before that date which is the twentieth (20<sup>th</sup>) anniversary of the date of this Agreement, the City, at its option, shall be entitled to realize on the bond and using the proceeds thereof, construct and/or complete the two-way Connector Road.

**5. Status of Connector Road.** The Connector Road will be owned by the persons or entities on whose land the Connector Road is located, but subject to the rights of the public and other persons described in the Access Easement. As between WSOP, BV and WSA, the cost and responsibility for maintenance shall be governed by that certain Road Maintenance Agreement recorded under King County Recording Number 20131001001961 (the "Road Maintenance Agreement"). In no event shall the City have any responsibility for the costs and expenses incurred by WSOP, BV, WSA or their successors in constructing, operating and maintaining the Connector Road, or under the Road Maintenance Agreement.

**6. Miscellaneous.**

**6.1 Runs with the Land.** The terms of this Agreement run with the land.

**6.2 Indemnification.** Each Party shall protect, defend, indemnify and hold the other Party harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorneys' fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of their own negligence related to this Agreement, or their violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit. As to the other Party only, both Parties waive any immunity they may have under the state Industrial Insurance Act, RCW Title 51 or any other applicable worker's compensation statute. The Parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation. The provisions of this (Indemnification) shall survive the expiration or earlier termination of this Agreement

**6.3 Dispute Resolution.** The Parties desire, if possible, to resolve disputes, controversies and claims ("Disputes") arising out of this Agreement without litigation. To that end, upon written notification of dispute by a party to the other, each party shall appoint a knowledgeable, responsible management representative to meet and negotiate in good faith to resolve any Dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The discussions shall be left to the discretion of the representatives. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any action or proceeding arising under or concerning this Agreement without the concurrence of all Parties. Documents identified in or provided with such communications, which are not identified as being prepared for purposes of the negotiations are not so exempted and may, if otherwise admissible, be admitted in evidence in any such action or proceeding. If negotiations do not resolve the Dispute within sixty (60) days, the matter shall be submitted to non-binding mediation by a mediator mutually acceptable to the Parties, or in the absence of such agreement, with Judicial Dispute Resolution, LLC. Such mediation shall be conducted pursuant to the rules and procedures of mediation promulgated by the American Arbitration Association. Each Party shall bear its own cost of these dispute resolution procedures. The Parties shall equally share the fees of the mediation and the mediator. Notwithstanding the foregoing, if mediation is unsuccessful, any Party shall be entitled to commence legal proceedings seeking such preliminary, interim or conservatory measures, including mandatory, declaratory or injunctive relief as may be necessary to define or protect the rights and enforce the obligations contained herein pending the final settlement or adjudication of a Dispute. In the event of a default by BV hereunder, the City shall be entitled to pursue any and all remedies available to it in law or in equity, including without limitation, specific performance.

**6.4 Acknowledgements.** Each Party declares and acknowledges that it has read and fully understands the terms of this Agreement and that it has been given the time and opportunity to involve or

consult attorneys of its own choice with regard to the execution of this Agreement and that it executes this Agreement voluntarily after consultation with its attorneys.

**6.5 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, purchasers, assigns, heirs, and survivors. Nothing in this Agreement shall be construed or interpreted to impart any rights or obligations to a person or entity which is not a Party.

**6.7 Complete Agreement.** This Agreement constitutes and represents the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, negotiations, representations, warranties, and understandings of the Parties with regard to the subject matter set forth herein, except for any prior recorded agreement affecting the BV Property or the WSA Property, including without limitation the Access Easement, the Access Covenant, the Road Construction Agreement and the Road Maintenance Agreement.

**6.8 Supplements, Modifications, Amendments and Waiver.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether similar or not similar nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless set forth in writing, signed by the Party making the waiver.

**6.6 Severability.** If any provision of this Agreement is held to be invalid or unenforceable on any occasion or in any circumstance, such holding shall not be deemed to render this Agreement invalid or unenforceable, and to that extent the provisions of this Agreement are severable; provided, however, that this provision shall not preclude a court of competent jurisdiction from refusing to sever any provision if severance would be inequitable to one or more of the Parties.

**6.8 Choice of Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington, without reference to any conflict of law provisions that might dictate application of the laws of another state.

**6.9 Venue and Jurisdiction.** Any suit filed to enforce the Parties' rights and duties under this Agreement shall be brought before a court of competent jurisdiction located in King County in the State of Washington.

**6.10 Execution in Counterparts.** This Agreement may be executed in two or more counterparts, all of which together shall be one instrument and all of which shall be considered duplicate originals.

**6.11 Performance of Additional Acts.** Each Party agrees that it shall execute and deliver any and all documents and perform any and all acts required or those which may be reasonably necessary to effectuate, complete, and facilitate the provisions of this Agreement.

**6.12 Disputed Claims.** In entering into this Agreement, or otherwise acting hereunder, neither Party admits the claims or defenses of the other which are released herein. Each Party disputes such claims and defenses. This Agreement is entered into by the Parties in compromise of the disputed claims between the Parties and shall never be treated as an admission of liability by either Party as part of the proceedings before any court, arbitrator(s), mediator(s), or dispute resolution panel.

**6.13 Mistake of Fact or Law.** In entering and making this Agreement, the Parties assume the risk of any mistake of fact or law. If either Party should later discover that any fact it relied upon in entering the Agreement is not true, or that its understanding of the facts was incorrect, the party shall not be entitled to seek rescission of this Agreement by reason thereof. This Agreement is intended to be final and binding upon the Parties regardless of any mistake of fact or law.

**6.14 Attorney's Fees.** In the event suit or action is instituted to enforce any of the terms of this Agreement, including any and all bankruptcy claims, actions and proceedings deemed necessary or desirable to enforce any of the terms of this Agreement or otherwise protect the interest of either party, the prevailing party shall be entitled to recover such sums as the court may adjudge reasonable as attorney's fees and expenses, including fees or expenses that may be incurred in any appellate proceeding. In the event neither party wholly prevails, the party which substantially prevails (as determined by the court) shall be awarded a reasonable sum as attorney's fees and litigation expenses.



IN WITNESS WHEREOF, this instrument was executed by the parties as of the date first above written.

*[Signatures on following pages.]*

**WSA:**

WASHINGTON SQUARE ASSOCIATES, LLC  
a Delaware limited liability company

By: TC Washington Square, LLC  
a Delaware limited liability company  
its Managing Member

By: TC Northwest Development, Inc.  
a Delaware corporation  
its sole Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: 108th Avenue NE Office Investor, LLC,  
a Delaware limited liability company,  
its Member

By: Principal Real Estate Investors, LLC,  
a Delaware limited liability company,  
its authorized signatory

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[illegible]

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of TC Northwest Development, Inc., a Delaware corporation, sole member of TC Washington Square, LLC, a Delaware limited liability company, which is Managing Member of **WASHINGTON SQUARE ASSOCIATES, LLC**, a Delaware limited liability company, the company that executed the instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

(Signature of Notary Public)

(Printed Name of Notary Public)

My Appointment expires \_\_\_\_\_

STATE OF IOWA )  
 ) ss.  
COUNTY OF POLK )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ and \_\_\_\_\_ respectively of Principal Real Estate Investors, LLC, a Delaware limited liability company, authorized signatory of 108<sup>th</sup> Avenue NE Office Investor, LLC, a Delaware Limited liability company, which is in turn a Member of **WASHINGTON SQUARE ASSOCIATES, LLC**, a Delaware limited liability company, the company that executed the instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

(Signature of Notary Public)

(Printed Name of Notary Public)

My Appointment expires \_\_\_\_\_

**BV:**

BV HOLDINGS LLC  
a Utah limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

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

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

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name of Notary Public)  
My Appointment expires \_\_\_\_\_

**CITY:**

CITY OF BELLEVUE

a municipal corporation in King County, Washington

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

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

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

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name of Notary Public)

My Appointment expires \_\_\_\_\_



**WSOP:**

Washington Square One Parking, Inc.

By: \_\_\_\_\_  
Its: Manager





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

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

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name of Notary Public)

My Appointment expires \_\_\_\_\_

**EXHIBIT A**

**BV PROPERTY**

**PROPERTY DESCRIPTION BLA Parcels A and D**

LOTS A AND D AS SHOWN ON BOUNDARY LINE ADJUSTMENT NO. 13-116875 RECORDED SEPTEMBER 11, 2013 UNDER RECORDING NUMBER 20130911900002, RECORDS OF KING COUNTY WASHINGTON  
(Tax Parcels 154460-0150, 154460-0157, and 154460-0158)

**PROPERTY DESCRIPTION – Parcel G (Tax Parcel 154460-0160)**

THE SOUTH 421.15 FEET OF THE WEST 100 FEET OF THAT PORTION OF TRACT 8, CHERITON FRUIT GARDENS, CONWAYS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE(S) 46, IN KING COUNTY, WASHINGTON, LYING EASTERLY OF BELLEVUE REALTY REDWOOD ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 54 OF PLATS, PAGE(S) 28, IN KING COUNTY, WASHINGTON; EXCEPT THE SOUTH 10 FEET THEREOF CONVEYED FOR NORTHEAST 8TH STREET; AND EXCEPT THAT PORTION THEREOF LYING WITHIN CITY OF BELLEVUE BOUNDARY LINE ADJUSTMENT NUMBER 05 113798 LG, RECORDED UNDER RECORDING NUMBER 20051026900001; AND  
EXCEPT THAT PORTION CONVEYED TO THE CITY OF BELLEVUE BY DEED RECORDED UNDER RECORDING NUMBER 20080502002071.

**PROPERTY DESCRIPTION - Tax Parcel 068570-0020:**

LOT D, CITY OF BELLEVUE BOUNDARY LINE ADJUSTMENT NUMBER 05 113798 LG, RECORDED UNDER RECORDING NUMBER 20051026900001, IN KING COUNTY, WASHINGTON.

PROPERTY DESCRIPTION - Tax Parcel 068570-0035:

LOTS 6, 7, 8, AND 9, BELLEVUE REALTY REDWOOD ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 54 OF PLATS, PAGE 28, IN KING COUNTY, WASHINGTON.

PROPERTY DESCRIPTION – Tax Parcel 068570-0055:

LOT 10, BELLEVUE REALTY REDWOOD ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 54 OF PLATS, PAGE(S) 28, IN KING COUNTY, WASHINGTON; EXCEPT THE SOUTH 10.00 FEET THEREOF, CONVEYED TO THE CITY OF BELLEVUE FOR STREET PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5038660; AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF BELLEVUE BY DEED RECORDED UNDER RECORDING NUMBER 20080502002068.

**EXHIBIT B**

**WSA PROPERTY**

The real property situated in King County, Washington described as follows:

LOT B AS SHOWN ON BOUNDARY LINE ADJUSTMENT NO. 13-116875  
RECORDED SEPTEMBER 11, 2013 UNDER RECORDING NUMBER  
20130911900002, RECORDS OF KING COUNTY WASHINGTON  
(Tax Parcel 154460-0143)

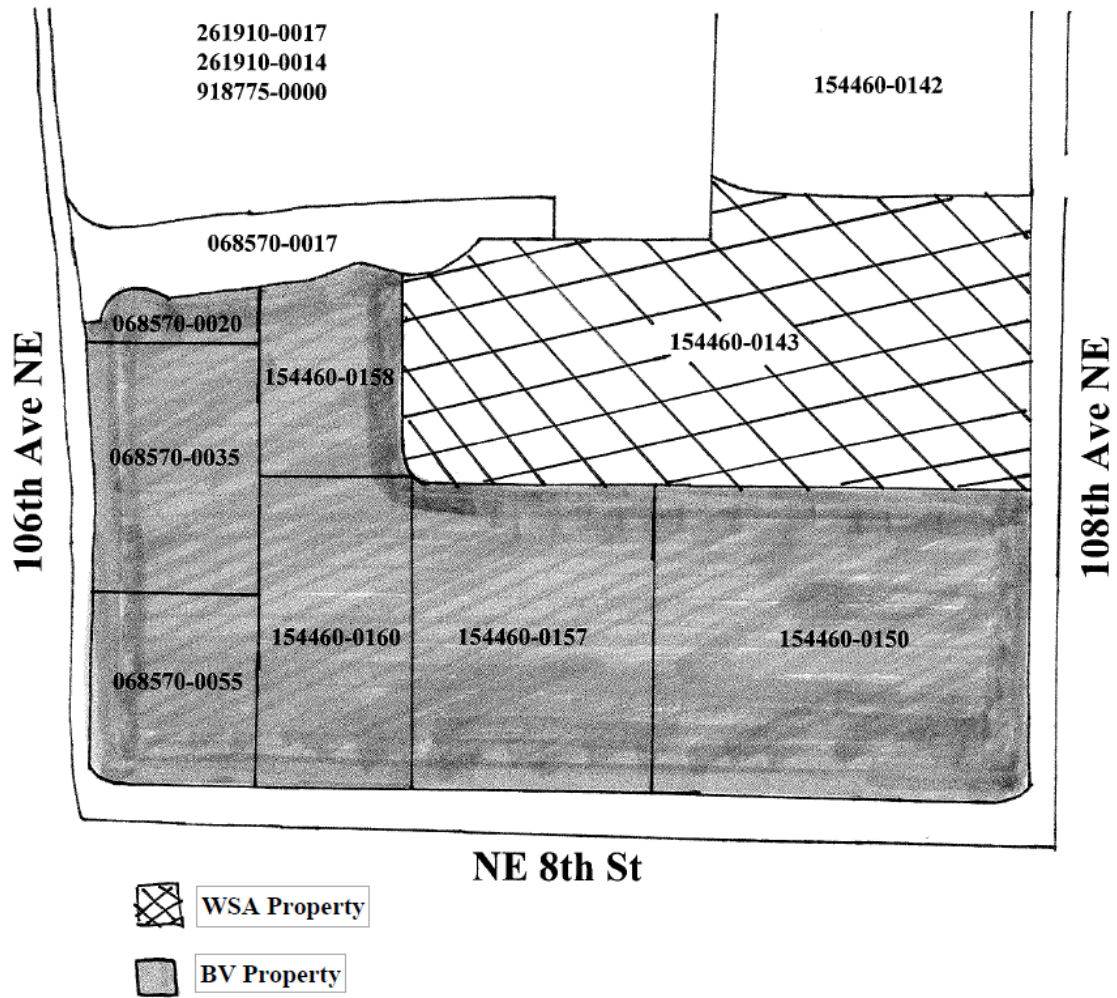
**EXHIBIT C**

**WSOP Property**

LOT C AS SHOWN ON BOUNDARY LINE ADJUSTMENT NO. 13-116875 RECORDED  
SEPTEMBER 11, 2013 UNDER RECORDING NUMBER 20130911900002, RECORDS OF KING  
COUNTY WASHINGTON

**EXHIBIT D**

**SITE PLAN**



## **EXHIBIT D**

**Add in Connector Road details**