

Ordinance No. 123884

Council Bill No. 117443

## The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: \_\_\_\_\_

Councilmember

AN ORDINANCE vacating a portion of Southwest Dakota Street between West Marginal Way Southwest and the Southwesterly margin of the Duwamish Waterway, a portion of Southwest Idaho Street between West Marginal Way Southwest and the Southwesterly Margin of the Duwamish Waterway, and a portion of West Marginal Way Southwest between Southwest Dakota Street and Southwest Idaho Street in the Duwamish Industrial Area of Seattle on the petition of the Port of Seattle; accepting a public access easement from the Port of Seattle for public access to the shoreline area at Terminal 105; accepting a public access easement from the Port of Seattle for public

access to the shoreline area at Terminal 107; accepting easement agreements from each of the Port of Seattle and JD Anderson, LLC for the construction, operation, and maintenance of stormwater drainage facilities; and accepting an easement and relinquishment of easement agreement from General Recycling of Washington, LLC for the construction, operation, and maintenance of a stormwater drainage facility and sanitary sewer facility, and relinquishment of an easement for sewer line, as reflected in Clerk File 297660.

### Committee Action:

CF No. \_\_\_\_\_

Date Introduced: <u>4.9.12</u>		
Date 1st Referred:	To: (committee) <u>Transportation</u>	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: <u>05-14-2012</u>	Full Council Vote: <u>8-0</u>	
Date Presented to Mayor: <u>05-15-2011</u>	Date Approved: <u>5.16.12</u>	
Date Returned to City Clerk: <u>5.17.12</u>	Date Published: <u>5</u>	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

5/8/12

PASS

TRJG  
2-0

Full Council

May 14, 2012

Passed

8-0 (excused: Godden)

This file is complete and ready for presentation to Full Council. Committee: \_\_\_\_\_ (initial/date)

Law Department

Law Dept. Review

OMP  
Review

City Clerk  
Review

Electronic  
Copy Loaded

Indexed



**ORDINANCE 123884**

AN ORDINANCE vacating a portion of Southwest Dakota Street between West Marginal Way Southwest and the Southwesterly margin of the Duwamish Waterway, a portion of Southwest Idaho Street between West Marginal Way Southwest and the Southwesterly Margin of the Duwamish Waterway, and a portion of West Marginal Way Southwest between Southwest Dakota Street and Southwest Idaho Street in the Duwamish Industrial Area of Seattle on the petition of the Port of Seattle; accepting a public access easement from the Port of Seattle for public access to the shoreline area at Terminal 105; accepting a public access easement from the Port of Seattle for public access to the shoreline area at Terminal 107; accepting easement agreements from each of the Port of Seattle and JD Anderson, LLC for the construction, operation, and maintenance of stormwater drainage facilities; and accepting an easement and relinquishment of easement agreement from General Recycling of Washington, LLC for the construction, operation, and maintenance of a stormwater drainage facility and sanitary sewer facility, and relinquishment of an easement for sewer line, as reflected in Clerk File 297660.

WHEREAS, the Port of Seattle (the Petitioner) filed a petition to vacate a portion of Southwest Dakota Street between West Marginal Way Southwest and the Duwamish River, a portion of Southwest Idaho Street between West Marginal Way Southwest and the Duwamish River, and a portion of West Marginal Way Southwest between Southwest Dakota Street and Southwest Idaho Street in the Duwamish Industrial Area of Seattle (the Street Property); and

WHEREAS, following a public hearing on the petition, held on January 07, 1997, the petition was conditionally granted by the Seattle City Council (City Council); and

WHEREAS, the City Council approved the petition pursuant to certain conditions which have been met (See Clerk's File 297660); and

WHEREAS, the Petitioner has granted two perpetual non-exclusive easements to the City of Seattle (the City) for public access to facilities and improvements constructed by the Petitioner for Terminal 105 and Terminal 107 in the Duwamish Industrial Area of Seattle to satisfy public benefit conditions of the street vacations imposed by the City Council; and

WHEREAS, the Petitioner and its successor in title, JD Anderson, LLC, a Washington limited liability company, have each granted an easement to the City for the construction, operation, and maintenance of stormwater drainage facilities located within the Street Property or adjoining property; and

WHEREAS, the Petitioner's successor in title, General Recycling of Washington, LLC, a Delaware limited liability company, has granted an easement and relinquishment of

1 easement agreement to the City for: the construction, operation, and maintenance of a  
2 stormwater drainage facility and a sanitary sewer system located within the Street  
3 Property; an access easement for pedestrian and vehicular access from West Marginal  
4 Way Southwest to the remaining right-of-way segment of Iowa Avenue Southwest; and  
5 relinquishes an easement for sewer line granted by Birmingham Steel Corporation, a  
6 Delaware corporation and successor in interest of the Petitioner, to the City recorded  
7 under King County Recording Number 9706201287; and

8 WHEREAS, pursuant to Section 35.79.030, RCW, Seattle Municipal Code Chapter 15.62, and  
9 Ordinance 112483, the Petitioner has paid the City the administrative costs of the  
10 vacation petition; NOW, THEREFORE,

11 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

12 Section 1. The real property described as:

13 Those portions of the Northwest quarter of the Southwest quarter of Section 18,  
14 Township 24 North, Range 04 East, W.M., King County, Washington described  
15 as follows:

16 That portion of Southwest Dakota Street lying between the easterly margin of  
17 West Marginal Way Southwest as described by City of Seattle Street Name  
18 Ordinance 101919 and the Southwesterly margin of the Duwamish Waterway.

19 Together with:

20 That portion of Southwest Idaho Street lying between the Easterly margin of said  
21 West Marginal Way Southwest as described by said ordinance and said  
22 Southwesterly margin of the Duwamish Waterway.

23 Together with:

24 That portion of said West Marginal Way Southwest as described by said  
25 ordinance as follows:

26 Beginning at the Southwest corner of Lot 11, Block 414; Plat of Seattle  
27 Tidelands, according to the official maps on file in the Office of the  
28 Commissioner of Public Lands, Olympia, Washington.

Thence North 23° 02' 30" West along the Easterly margin of said West Marginal  
Way Southwest as described by said ordinance, a distance of 326.01 feet to a  
point hereon referred to as Point "A";

1 Thence continuing North 23° 02' 30" West, along said Easterly margin, a distance  
2 of 246.25 feet;

3 Thence South 13° 12' 45" East, a distance of 643.65 feet, to the Westerly  
4 production of the Southerly margin of Southwest Idaho Street;

5 Thence North 90° 00' 00" East, along said Westerly production of the Southerly  
6 margin of Southwest Idaho Street, a distance of 119.40 feet, to said Easterly  
7 margin;

8 Thence North 23° 02' 30" West, along said Easterly margin, a distance of 108.67  
9 feet to the Point of Beginning.

10 Except:

11 That portion of said West Marginal Way Southwest as described by said  
12 ordinance as follows:

13 Beginning at the aforesaid Point "A";

14 Thence North 23° 02' 30" West, along said Easterly margin, a distance of 246.25  
15 feet;

16 Thence South 13° 12' 45" East, a distance of 232.77 feet to the Westerly  
17 production of the North line of Lot 7, Block 414, of said plat;

18 Thence North 90° 00' 00" East, along said Westerly production of the North line  
19 of said Lot 7, a distance of 43.18 feet to said Point "A" and the Point of  
20 Beginning.

21 Containing 203,768.32 square feet or 4.68 acres, more or less.

22 is hereby vacated;

23 RESERVING to the City of Seattle the right to make all necessary slopes for cuts or fills  
24 upon the above described property after said vacation; and further,

25 RESERVING to the City of Seattle the right to reconstruct, maintain, and operate any  
26 existing overhead or underground utilities in said rights-of-way until the beneficiaries of said  
27 vacation arrange with the owner or owners thereof for their removal.

1           Section 2. The Terminal 105 Public Shoreline Access, Public Access Easement, King  
2 County Recording Number 20080117001087, dated December 17, 2007 and recorded  
3 January 17, 2008 attached hereto as Attachment A, is hereby accepted.

4           Section 3. The Terminal 107 Public Shoreline Access, Public Access Easement, King  
5 County Recording Number 20080117001086, dated December 17, 2007 and recorded  
6 January 17, 2008 attached hereto as Attachment B, is hereby accepted.

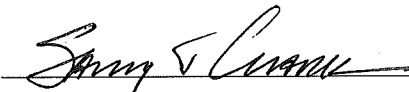
7           Section 4. The Easement Agreement, King County Recording Number  
8 20110922001010, dated September 22, 2011 and attached hereto as Attachment C, is hereby  
9 accepted.

10          Section 5. The Easement Agreement, King County Recording Number  
11 20110922001011, dated September 22, 2011 and attached hereto as Attachment D, is hereby  
12 accepted.


13          Section 6. The Easement and Relinquishment of Easement Agreement, King County  
14 Recording Number 20110525001172, dated May 25, 2011 and attached hereto as Attachment E,  
15 is hereby accepted.

16          Section 7. This ordinance shall take effect and be in force 30 days after its approval by  
17 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
18 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

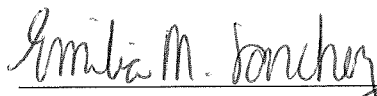
1 Passed by the City Council the 14<sup>th</sup> day of May, 2012, and  
2 signed by me in open session in authentication of its passage this  
3 14<sup>th</sup> day of May, 2012.

4  
5   
6 President \_\_\_\_\_ of the City Council

7  
8 Approved by me this 16<sup>th</sup> day of May, 2012.

9  
10   
11 Michael McGinn, Mayor

12  
13 Filed by me this 17<sup>th</sup> day of May, 2012.

14  
15   
16 per Monica Martinez Simmons, City Clerk

17 (Seal)

18  
19 Attachment A: Terminal 105 Public Shoreline Access, Public Access Easement

20 Attachment B: Terminal 107 Public Shoreline Access, Public Access Easement

21 Attachment C: Easement Agreement granted by the Port of Seattle

22 Attachment D: Easement Agreement granted by JD Anderson, LLC

23 Attachment E: Easement and Relinquishment of Easement Agreement

Beverly Barnett

SDOT, Terminal 105 Public Shoreline Assess Easement, ATT A

January 31, 2012

Version #1



20080117001087

PORT OF SEATTLE EAS  
PAGE 001 OF 005  
01/17/2008 14:56  
KING COUNTY, WA

45.00

**Return Address:**

PORT OF SEATTLE  
LEGAL DEPARTMENT  
PO BOX 1209  
SEATTLE, WA 98111  
ATTN: MIKE KRISTON

**EXCISE TAX NOT REQUIRED**

King Co. Records Division

By Jeremiah L. Johnson Deputy

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. TERMINAL 105 PUBLIC SHORELINE  
ACCESS EASEMENT

3. \_\_\_\_\_

4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document \_\_\_\_\_

**Grantor(s)** Exactly as name(s) appear on document

1. PORT OF SEATTLE

2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document \_\_\_\_\_

**Grantee(s)** Exactly as name(s) appear on document

1. THE CITY OF SEATTLE

2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document \_\_\_\_\_

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

PORTION OF LOTS 22, 27 AND ALL OF LOTS 21 AND 28  
BLOCK 413; LOTS 21 THRU 24, BLOCK 412, LOTS 1 THRU 6, BLOCK  
411, SEATTLE TIDECLANDS

Additional legal is on page EX A of document \_\_\_\_\_

**Assessor's Property Tax Parcel/Account Number**

PORTION OF PARCEL # 7666 703460

☐ Assessor Tax # not yet assigned

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

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

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

**AFTER RECORDING, RETURN TO:**

Port of Seattle  
Legal Department  
P.O. Box 1209  
Seattle, WA 98111

Document Title: Terminal 105 Public Shoreline Access Easement  
Grantor: Port of Seattle, a municipal corporation of the State of Washington  
Grantee: The City of Seattle, a municipal corporation of the State of Washington  
Legal Description on EXHIBIT "A"  
Assessor's Tax Parcel ID#: Portion of Parcel Number 7666703460

**Terminal 105 Public Shoreline Access**

**Public Access Easement**

This easement for public access to the shoreline area at Terminal 105 is granted by the Port of Seattle, a municipal corporation of the State of Washington, ("Port"), to the City of Seattle, a municipal corporation of the State of Washington ("City"), as described below.

**Recitals**

1. The Port owns certain real property in King County, Washington, legally described in **EXHIBIT "A"**, which is attached to and incorporated in this document by this reference ("Port Property"),
  2. On February 3, 1997 the Seattle City Council conditionally approved a petition by the Port to vacate portions of South Dakota Street and South Idaho Street. Said petition is in Clerk File No. 297660. As one of the conditions for the street vacation, the Port is to complete the improvements called for in the Comprehensive Public Access Plan for the Duwamish (the "Plan") and provide a public access easement ensuring: (1) that the public has access to public use facilities and improvements constructed by the Port and (2) that the Terminal 105 Public Shoreline Access Site will remain open and accessible to the public.
  3. The Port has completed the improvements called for in the Plan on the Port Property.
- Therefore:

**Agreements**

For and in valuable consideration, receipt of which is hereby acknowledged, the Port conveys the following public access easement subject to the conditions set forth below:

1. Easement. The Port hereby grants to the City, a perpetual non-exclusive easement for public access over and across that portion of the Port Property as described in:



**EXHIBIT "A"** (the Terminal 105 Public Shoreline Access Site) . The Port makes no warranties as to the condition of title to the Port Property

2. **Effective Date.** This easement is effective upon the effective date of the ordinance enacted by the Seattle City Council accepting the easement (or upon signature by both parties if acceptance authority has been delegated).
3. **Hours of public shoreline access.** Public access to shoreline improvements and property described in **EXHIBIT "A"** will be available seven days per week. Site hours will be consistent with City of Seattle park facility maximum hours of operation, where feasible, typically 4:30 AM to 11:30 PM. Adjustments in hours of operation may be agreed upon for due cause. This agreement is not intended to restrict the Port's ability to limit public use and access to the site as necessary to ensure public safety during emergencies, site maintenance and repair work, or circumstances beyond the Port's reasonable control.
4. **Private Property.** The Port does not intend through this agreement to make a gift or a dedication for any general public use other than public shoreline access on that portion of the Port Property.
5. **Maintenance.** The Port will be responsible for maintenance and repair of the Terminal 105 Public Shoreline Access Site, and improvements that include: landscaping; a fishing pier; picnic tables; a hand boat launch; parking and signage.
6. **Covenants Running with the Land.** The agreements, easements, covenants, and restrictions contained herein shall be deemed covenants running with the land and shall inure to the benefit of and shall be binding upon the Port and its heirs, successors and assigns.
7. **Entire Agreement.** This agreement contains the entire agreement between the Port and the City and supersedes and previous agreements or negotiations. Modification or waiver of any provisions in this agreement shall be effective only if made in writing and executed with the same formality as this easement.

Executed this 17<sup>th</sup> day of December 2007

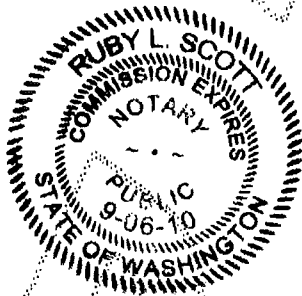
**PORT OF SEATTLE**

By: [Signature]

Its: [Signature]

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Tay Toshitani signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Chief Executive Officer of Port of Seattle, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: December 17, 2007  
Signature of  
Notary Public: Ruby L. Scott  
Notary (print name) Ruby L. Scott  
Residing at: Everett  
My appointment expires: 9-06-10

## EXHIBIT A

### T-105 PUBLIC ACCESS LEGAL DESCRIPTION

PORTION OF LOTS 22, 27 AND ALL OF LOTS 21 AND 28 BLOCK 413 ; LOTS 21 THRU 24, INCLUSIVE, BLOCK 412; LOTS 1 THRU 6, INCLUSIVE BLOCK 411, SEATTLE TIDE LANDS, EXTENSION NO. 1, ACCORDING TO THE MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS IN OLYMPIA, WASHINGTON.

TOGETHER WITH ALL OF THAT PORTION OF VACATED INDIANA AVENUE ADJOINING WHICH ATTACHED THERETO BY OPERATION OF LAW.

TOGETHER WITH ALL THAT PORTION OF S.W. DAKOTA STREET ADJOINING WHICH WOULD ATTACH THERETO BY OPERATION OF LAW WHEN SAID STREET IS VACATED.

ALL SITUATE IN KING COUNTY, STATE OF WASHINGTON FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 21, BLOCK 413;  
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 917.61 FEET;  
THENCE SOUTH 42°15'00" EAST, A DISTANCE OF 12.98 FEET;  
THENCE SOUTH 17°56'46" EAST, A DISTANCE OF 715.18 FEET;  
THENCE SOUTH 89°59'58" WEST, A DISTANCE OF 284.38 FEET;  
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 172.22 FEET;  
THENCE NORTH 17°43'12" WEST, A DISTANCE OF 197.13 FEET;  
THENCE NORTH 19°40'24" WEST, A DISTANCE OF 106.20 FEET;  
THENCE NORTH 31°46'25" WEST, A DISTANCE OF 55.54 FEET;  
THENCE NORTH 45°41'22" WEST, A DISTANCE OF 117.82 FEET;  
THENCE NORTH 84°07'42" WEST, A DISTANCE OF 228.47 FEET;  
THENCE NORTH 88°32'18" WEST, A DISTANCE OF 278.53 FEET;  
THENCE SOUTH 45°08'49" WEST, A DISTANCE OF 24.83 FEET;  
THENCE SOUTH 66°57'30" WEST, A DISTANCE OF 73.49 FEET;  
THENCE NORTH 28°06'08" WEST, A DISTANCE OF 131.82 FEET TO THE POINT OF BEGINNING.

CONTAINING: 225,060 SQUARE FEET 5.17 ACRES MORE OR LESS

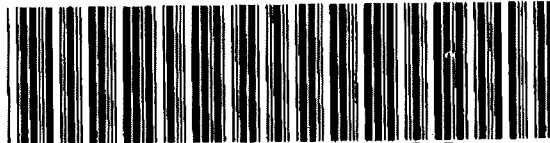
October 25, 2006

Beverly Barnett

SDOT, Terminal 107 Public Shoreline Access Easement, ATT B

January 31, 2012

Version #1



20080117001086

PORT OF SEATTLE EAS  
PAGE 001 OF 008  
01/17/2008 14:58  
KING COUNTY, WA

Return Address:

PORT OF SEATTLE  
LEGAL DEPARTMENT,  
P.O. BOX 1209  
SEATTLE, WA 98111  
ATTN: MIKE KRISTON

EXCISE TAX NOT REQUIRED

King Co. Records Division

By Stemich Johnson Deputy

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. TERMINAL 107 PUBLIC SHORELINE ACCESS  
EASEMENT

3. \_\_\_\_\_ 4. \_\_\_\_\_

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page \_\_\_\_\_ of document.

Grantor(s) Exactly as name(s) appear on document

1. PORT OF SEATTLE

2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

Grantee(s) Exactly as name(s) appear on document

1. CITY OF SEATTLE

2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

PORTION OF NW QUARTER OF SEC 19, TOWNSHIP  
24 N, R 4 E, WM, KING COUNTY, WA

Additional legal is on page \_\_\_\_\_ of document.

Assessor's Property Tax Parcel/Account Number

1924049103

☐ Assessor-Tax # not yet assigned

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

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

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

AFTER RECORDING, RETURN TO:

Port of Seattle  
Legal Department  
P.O. Box 1209  
Seattle, WA 98111

**Document Title:** Terminal 107 Public Shoreline Access Easement  
**Grantor:** Port of Seattle, a municipal corporation of the State of Washington  
**Grantee:** The City of Seattle, a municipal corporation of the State of Washington  
**Legal Description on EXHIBIT "A":**  
**Assessor's Tax Parcel ID#:** Portion of Parcel Number 1924049103

## **TERMINAL 107 PUBLIC SHORELINE ACCESS**

### **Public Access Easement**

This easement for public access to the shoreline area at Terminal 107 is granted by the Port of Seattle, a municipal corporation of the State of Washington, ("Port"), to the City of Seattle, a municipal corporation of the State of Washington ("City"), as described below.

### **Recitals**

1. The Port owns certain real property in King County, Washington, legally described in **EXHIBIT "A"**, which is attached to and incorporated in this document by this reference ("Port Property").
2. On February 3, 1997 the Seattle City Council conditionally approved a petition by the Port to vacate portions of South Dakota Street and South Idaho Street. Said petition is in Clerk File No. 297660. As one of the conditions for the street vacation, the Port is to complete the improvements called for in the Comprehensive Public Access Plan for the Duwamish (the "Plan") and provide a public access easement ensuring: (1) that the public has access to public use facilities and improvements constructed by the Port and (2) that the Terminal 107 Public Shoreline Access Site will remain open and accessible to the public.
3. The Port has completed the improvements called for in the Plan on the Port Property. Therefore:

### **Agreements**

For and in valuable consideration, receipt of which is hereby acknowledged, the Port conveys the following public access easement subject to the conditions set forth below:

1. Easement. The Port hereby grants to the City, a perpetual non-exclusive easement for public access over and across that portion of the Port Property as described in



**EXHIBIT "A"** (the Terminal 107 Public Shoreline Access Site) . The Port makes no warranties as to the condition of title to the Port Property

2. **Effective Date.** This easement is effective upon the effective date of the ordinance enacted by the Seattle City Council accepting the easement (or upon signature by both parties if acceptance authority has been delegated).
3. **Hours of public shoreline access.** Public access to shoreline improvements and Port Property described in **EXHIBIT "A"** will be available seven days per week. Site hours will be consistent with City of Seattle park facility maximum hours of operation, where feasible, typically 4:30 AM to 11:30 PM. Adjustments in hours of operation may be agreed upon for due cause. This agreement is not intended to restrict the Port's ability to limit public use and access to the site as necessary to ensure public safety during emergencies, site maintenance and repair work, or circumstances beyond the Port's reasonable control.
4. **Private Property.** The Port does not intend through this agreement to make a gift or a dedication for any general public use other than public shoreline access on that portion of the Port Property.
5. **Maintenance.** The Port will be responsible for maintenance and repair of the Terminal 107 Public Shoreline Access Site, and improvements that include: landscaping; wildlife habitat interpretation; archeological interpretation; picnic tables; parking; paths and signage.
6. **Covenants Running with the Land.** The agreements, easements, covenants, and restrictions contained herein shall be deemed covenants running with the land and shall inure to the benefit of and shall be binding upon the Port and its heirs, successors and assigns.
7. **Entire Agreement.** This agreement contains the entire agreement between the Port and the City and supersedes and previous agreements or negotiations. Modification or waiver of any provisions in this agreement shall be effective only if made in writing and executed with the same formality as this easement.

Executed this 17<sup>th</sup> day of DECEMBER 2007

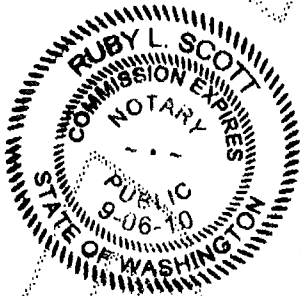
**PORT OF SEATTLE**

By: [Signature]

Its: [Signature]

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Tay Toshitani signed this instrument, on oath, stated that (he/she) was authorized to execute the instrument and acknowledged it as the Chief Executive Officer of Port of Seattle, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: December 17, 2007  
Signature of  
Notary Public: Ruby L. Scott  
Notary (print name) Ruby L. Scott  
Residing at: Everett  
My appointment expires: 9-06-10

**EXHIBIT A**  
LEGAL DESCRIPTION  
DUWAMISH PUBLIC ACCESS AT TERMINAL 107

PORTION OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH,  
RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, FURTHER DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19,  
THENCE SOUTH 88°54'46" EAST ALONG THE NORTH SUB DIVISION LINE, A DISTANCE OF  
800.58 FEET;

THENCE SOUTH 01°05'14" WEST, A DISTANCE OF 16.50 FEET TO THE TRUE POINT OF  
BEGINNING;

THENCE SOUTH 89°30'27" EAST, A DISTANCE OF 175.05 FEET;

THENCE SOUTH 62°55'52" EAST, A DISTANCE OF 55.85 FEET;

THENCE SOUTH 12°22'01" EAST, A DISTANCE OF 165.47 FEET;

THENCE SOUTH 24°34'19" EAST, A DISTANCE OF 72.99 FEET;

THENCE SOUTH 09°49'01" EAST, A DISTANCE OF 137.74 FEET;

THENCE SOUTH 05°59'05" WEST, A DISTANCE OF 45.63 FEET;

THENCE SOUTH 03°33'26" EAST, A DISTANCE OF 32.93 FEET;

THENCE SOUTH 01°48'12" EAST, A DISTANCE OF 92.77 FEET;

THENCE SOUTH 01°37'54" WEST, A DISTANCE OF 88.64 FEET;

THENCE SOUTH 18°04'39" WEST, A DISTANCE OF 49.71 FEET;

THENCE SOUTH 11°05'35" WEST, A DISTANCE OF 148.08 FEET;

THENCE SOUTH 03°33'10" EAST, A DISTANCE OF 27.21 FEET;

THENCE SOUTH 03°50'50" WEST, A DISTANCE OF 50.27 FEET;

THENCE SOUTH 14°03'19" EAST, A DISTANCE OF 17.83 FEET;

THENCE SOUTH 01°01'57" WEST, A DISTANCE OF 39.89 FEET;

THENCE SOUTH 76°52'35" WEST, A DISTANCE OF 14.82 FEET;

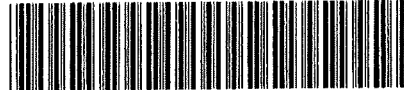
THENCE SOUTH 30°59'18" WEST, A DISTANCE OF 12.61 FEET;  
THENCE SOUTH 00°32'50" EAST, A DISTANCE OF 24.70 FEET;  
THENCE SOUTH 10°11'49" WEST, A DISTANCE OF 74.71 FEET;  
THENCE SOUTH 01°45'12" EAST, A DISTANCE OF 39.11 FEET;  
THENCE SOUTH 11°47'06" EAST, A DISTANCE OF 23.56 FEET;  
THENCE SOUTH 23°19'12" WEST, A DISTANCE OF 29.73 FEET;  
THENCE SOUTH 65°27'02" EAST, A DISTANCE OF 34.12 FEET;  
THENCE SOUTH 24°22'36" EAST, A DISTANCE OF 30.37 FEET;  
THENCE SOUTH 67°20'58" WEST, A DISTANCE OF 68.36 FEET;  
THENCE NORTH 71°35'03" WEST, A DISTANCE OF 26.31 FEET;  
THENCE NORTH 82°24'57" WEST, A DISTANCE OF 20.98 FEET;  
THENCE SOUTH 86°03'16" WEST, A DISTANCE OF 20.15 FEET;  
THENCE SOUTH 82°27'47" WEST, A DISTANCE OF 47.56 FEET;  
THENCE SOUTH 82°43'39" WEST, A DISTANCE OF 32.85 FEET;  
THENCE SOUTH 88°41'43" WEST, A DISTANCE OF 30.51 FEET;  
THENCE SOUTH 83°49'52" WEST, A DISTANCE OF 25.80 FEET;  
THENCE NORTH 09°02'34" WEST, A DISTANCE OF 60.24 FEET;  
THENCE NORTH 05°34'09" WEST, A DISTANCE OF 67.33 FEET;  
THENCE NORTH 02°25'33" WEST, A DISTANCE OF 49.95 FEET;  
THENCE NORTH 00°25'32" EAST, A DISTANCE OF 430.62 FEET;  
THENCE NORTH 01°04'36" EAST, A DISTANCE OF 44.50 FEET;  
THENCE NORTH 00°30'23" EAST, A DISTANCE OF 600.01 FEET TO THE TRUE POINT OF  
BEGINNING.

CONTAINING 347,195 SQUARE FEET OR 7.97 ACRES, MORE OR LESS.

January 12, 2007

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Seattle Public Utilities Real Property Services  
Post Office Box 34018  
Seattle, WA 98124-4018



20110922001010

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PAGE 001 OF 012  
09/22/2011 15:05  
KING COUNTY, WA

73.00

### EASEMENT AGREEMENT

Reference Nos. of Document Released: None  
Grantor: Port of Seattle  
Grantee: City of Seattle  
Legal Description (abbreviated): Portions of Parcel 1, City of Seattle Short Plat  
No. 9703001, Recorded under Recording  
Number 9706279015  
Assessor's Tax Parcel ID No. 7666703460

This Easement Agreement ("Easement Agreement") is made effective as of the 22<sup>nd</sup> day of September, 2011 by and between the Port of Seattle, a Washington municipal corporation ("Grantor"), and the City of Seattle, a Washington municipal corporation, acting by and through Seattle Public Utilities ("Grantee").

### RECITALS

WHEREAS, Grantor petitioned the City of Seattle to vacate Southwest Idaho and Dakota Streets between West Marginal Way Southwest and the Duwamish River and a portion of Iowa Avenue Southwest in Seattle ("Streets"), as more particularly described in the vacation petition to the City of Seattle Clerk File No. 297660, and as amended by the revised legal description attached and incorporated as **Exhibit A** ("Vacated Area"); and

WHEREAS, the Grantor owns King County Assessor's Tax Parcel Number 7666703460 on which it maintains a bioswale drainage facility ("Bioswale") and public access to the Duwamish River ("Grantor's Property"); and

WHEREAS, the Grantee operates a 30-inch stormwater drainage facility that was relocated in 1997 by the Port of Seattle in accordance with Permit No. U6446 and as more particularly shown on the approved plans ("Plan Nos. 881-58-1 and 2"), including all necessary and convenient appurtenances ("Facilities"). The Facilities are an integral part of the Grantee's municipal storm drainage utility system, a portion of which are located on and terminate at the Bioswale on Grantor's Property; and

EXCISE TAX NOT REQUIRED

King County Records Division

By:  Deputy



WHEREAS, the Grantee's vacation of the Streets is conditioned, in part, on Grantor transferring title of ownership of the relocated Facilities to the Grantee and conveying satisfactory utility easements to the Grantee for the Facilities existing in the Vacated Area or Grantor's Property; and

WHEREAS, Grantor desires to fulfill the above-stated condition for vacation of Southwest Dakota Street.

NOW, THEREFORE, the parties agree as follows:

#### **EASEMENT**

In consideration of the Grantee's vacation of Southwest Dakota Street and other good and valuable consideration, receipt of which are hereby acknowledged, Grantor hereby conveys and grants to Grantee, a sixteen-foot (16') wide, nonexclusive permanent easement for the construction, operation and maintenance of the Facilities over, under, through, across and upon the westerly portion of Grantor's Property, as legally described in Exhibit B attached hereto and incorporated herein ("Easement Area"), together with the right of reasonable ingress to and egress from West Marginal Way Southwest across Grantor's Property to the Easement Area if necessary.

This Easement Agreement shall include only such rights in the Easement Area as shall be necessary for the inspection, construction, reconstruction, alteration, operation, improvement, maintenance, repair and replacement of, and additions to the Facilities, and access thereto ("Purposes"). Grantor, its successors and assigns, shall have the right to use the Easement Area in any way and for all purposes which do not unreasonably interfere with the easement rights for the Purposes herein granted to Grantee and which are consistent with the terms and conditions of this Easement Agreement.

#### **A. Grantee's Purposes, Uses and Obligations**

1. Grantee, and its employees, contractors and consultants shall have the right to enter upon and use the Easement Area at all times to install, construct, alter, repair, operate, improve, replace, maintain and add to the Facilities, and shall have the right to remove all or any part of said Facilities from the Easement Area.
2. Grantee, at its own expense, shall have the right to replace and improve any Facilities within the Easement Area with stormwater drainage facilities of the same or larger diameter and capacity, or functionality; provided that, upon completion, any new Facilities will not unreasonably block, obstruct, hinder or otherwise prevent access over and across the Grantor's Property. Grantee agrees to restore the Easement Area following any activity by Grantee that disturbs the Easement Area, to the condition it was in immediately prior to Grantee's work being commenced.

**B. Grantor's Obligations and Activities in Easement Area**

1. Grantor agrees that, it will not knowingly permit any other utility facility, including without limitation, conduits, cable, pipelines, vaults, poles, posts, whether public or private, to be installed within five (5) horizontal feet of the Facilities or any crossings over the Easement Area that do not maintain a minimum vertical clearance of eighteen (18) inches from all of the Facilities.
2. Grantor and its employees, agents, lessees, licensees or invitees may move vehicles, containers, equipment and similar items or personal property (collectively "Grantor's Equipment") across any part of the Easement Area; provided that the combined weight of Grantor's Equipment does not exceed H-20 weight loading as described in attached Exhibit C attached hereto and incorporated herein.
3. Grantor shall not, and shall not permit its employees, agents, tenants, licensees or invitees to make any excavation, boring, or tunneling within the Easement Area without the prior written permission of Grantee, which shall not be unreasonably withheld, conditioned or delayed.
4. Grantor shall not, and shall not permit its employees, agents, lessees or tenants to (a) erect, plant, or allow to remain any buildings, walls, rockeries, trees, shrubbery, or obstruction of any kind or (b) place any fill material of any kind within the Easement Area, without the prior written permission and approval of Grantee.
5. Grantor shall be responsible for regularly maintaining the Bioswale on Grantor's Property in accordance with any applicable state or local laws or requirements and to avoid build-up of debris or other materials that could potentially cause back-ups or improper functioning of Grantee's Facilities draining into the Bioswale. Grantor shall inspect the Bioswale on at least a semi-annual basis and be solely responsible for the cost of maintaining the Bioswale. In the event Grantee reasonably determines that additional maintenance of the Bioswale is necessary to maintain the proper draining of Grantee's Facilities (e.g. after a storm event), Grantee will provide Grantor ten (10) days' notice to perform the additional maintenance. If Grantor fails to complete the required maintenance within that time period or another time period as mutually agreed upon by the parties, Grantee will have the right to perform or cause to perform the maintenance at the sole expense of Grantor. If Grantee determines that an imminent or present danger to its Facilities exists, Grantee may perform any emergency maintenance or repair without prior notice to the Grantor at the sole expense of Grantor. In either case, Grantee will invoice Grantor for the reasonable costs for the work performed by Grantee and Grantor will reimburse Grantee within 60 days of receipt of such invoice.

### **C. Indemnification and Insurance**

1. To the extent permitted by law, Grantor and Grantee shall protect, defend, indemnify, and save harmless the other party, and its officers, officials, employees, and agents from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property (each, a "Claim"), to the extent caused by the negligent acts, omissions or willful misconduct of the indemnifying party. Each party agrees that its obligations under this Section C.1 extend to any claim, demand, or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event of any claims, demands, actions or lawsuits, the indemnifying party upon prompt notice from the other party shall assume all costs of defense thereof, including legal fees incurred by the other party, and of all resulting judgments that may be obtained against the other party. The prevailing party shall be entitled to recover its reasonable costs and expenses (including reasonable attorneys' fees) incurred to enforce the provisions of this section.
2. Grantor shall indemnify, defend and hold harmless Grantee, its officers, employees and agents from any and all liabilities, losses, damages, costs, expenses or claims of any kind or nature (including, without limitation, reasonable attorneys' fees and any liability for costs of investigation, abatement, remediation, cleanup, fines, penalties, or other damages arising under any environmental laws) arising out of or in connection with the disposal, release or discharge, migration, handling, or transportation of hazardous materials or substances, as that term may be defined by applicable local, state or federal law on or from any portion of Grantor's Property, including the Easement Area, any time after the recording of this Easement, except to the extent caused by Grantee's operations for the Purposes herein.

### **D. Transfer of Title of Facilities**

On the effective date of this Easement Agreement, Grantor shall convey to Grantee full title and ownership of the Facilities within the Easement Area pursuant to a bill of sale in a form substantially as that set forth in **Exhibit D**, attached hereto and incorporated by this reference.

### **E. Compliance with Laws**

Grantee and Grantor in the exercise of their respective rights under this Easement Agreement shall comply with all applicable federal, state and local laws, ordinances, and regulations, including environmental laws and regulations.

**F. Runs with Land**

This Easement Agreement and each of the terms, provisions, conditions and covenants herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and successors-in-title.

Grantor and Grantee hereby represent and warrant to each other that it has necessary authorization to enter into this Easement Agreement and that it has been executed by a duly authorized officer of Grantor and Grantee respectively.

*[THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK]  
[SIGNATURE(S) ON ATTACHED PAGE(S)]*

Port of Seattle, a Washington  
municipal corporation

The City of Seattle  
Seattle Public Utilities

By Tay Yoshitani  
Tay Yoshitani, Chief Executive Officer

By Ray Hoffman  
Ray Hoffman, Acting Director

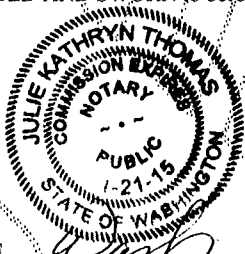
Date 8/30, 2011

Date 9/22, 2011

STATE OF Washington )  
COUNTY OF King )

I certify that I know or have satisfactory evidence that Tay Yoshitani is the person who appeared before me and signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Chief Executive Officer of the Port of Seattle, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 30<sup>th</sup> day of August, 2011

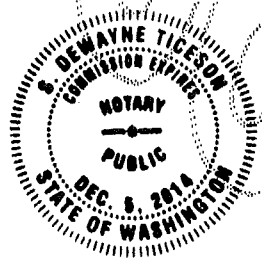


NAME Julie Kathryn Thomas  
(Print name) Julie Kathryn Thomas  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at Seattle Kirkland  
My appointment expires: 1/21/15, 20

STATE OF Wash )  
COUNTY OF King ) SS.

I certify that I know or have satisfactory evidence that Ray Hoffman is the person who appeared before me and signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Acting Director of Seattle Public Utilities of the City of Seattle, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 20<sup>th</sup> day of September, 2011



NAME S. Dewayne Ticeson  
(Print name) S. Dewayne Ticeson  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at Seattle 8  
My appointment expires: 12 5, 20 14



**EXHIBIT A  
T-105  
STREET VACATIONS**

THOSE PORTIONS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M., KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

THAT PORTION OF SOUTHWEST DAKOTA STREET LYING BETWEEN THE EASTERLY MARGIN OF WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY CITY OF SEATTLE STREET NAME ORDINANCE 101919 AND THE SOUTHWESTERLY MARGIN OF THE DUWAMISH WATERWAY.

TOGETHER WITH:

THAT PORTION OF SOUTHWEST IDAHO STREET LYING BETWEEN THE EASTERLY MARGIN OF SAID WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE AND SAID SOUTHWESTERLY MARGIN OF THE DUWAMISH WATERWAY.

TOGETHER WITH:

THAT PORTION OF SAID WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 414; PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON.

THENCE NORTH 23°02'30" WEST ALONG THE EASTERLY MARGIN OF SAID WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE, A DISTANCE OF 326.01 FEET TO A POINT HEREON REFERRED TO AS POINT "A";

THENCE CONTINUING NORTH 23°02'30" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 246.25 FEET;

THENCE SOUTH 13°12'45" EAST, A DISTANCE OF 643.65 FEET, TO THE WESTERLY PRODUCTION OF THE SOUTHERLY MARGIN OF SOUTHWEST IDAHO STREET;

THENCE NORTH 90°00'00" EAST, ALONG SAID WESTERLY PRODUCTION OF THE SOUTHERLY MARGIN OF SOUTHWEST IDAHO STREET, A DISTANCE OF 119.40 FEET, TO SAID EASTERLY MARGIN;

THENCE NORTH 23°02'30" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 108.67 FEET TO THE POINT OF BEGINNING.

**EXCEPT:**

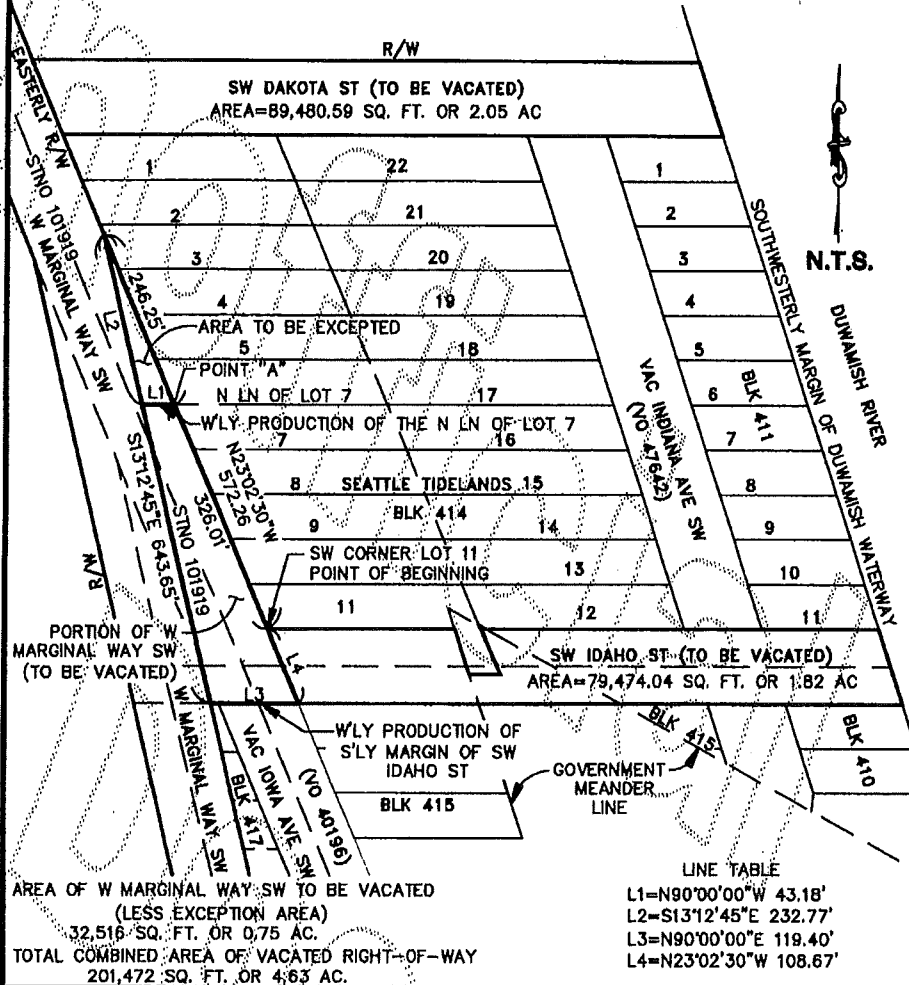
**THAT PORTION OF SAID WEST MARGINAL WAY SOUTHWEST AS  
DESCRIBED BY SAID ORDINANCE AS FOLLOWS:  
BEGINNING AT THE AFORESAID POINT "A".**

**THENCE NORTH 23°02'30" WEST, ALONG SAID EASTERLY MARGIN, A  
DISTANCE OF 246.25 FEET TO THE WESTERLY PRODUCTION OF THE NORTH  
LINE OF LOT 7, BLOCK 414, OF SAID PLAT;  
THENCE SOUTH 13°12'45" EAST, A DISTANCE OF 232.77 FEET;  
THENCE NORTH 90°00'00" EAST, ALONG SAID WESTERLY PRODUCTION OF  
THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 43.18 FEET TO SAID POINT  
"A" AND THE POINT OF BEGINNING.**

**CONTAINING 201,472 SQUARE FEET OR 4.63 ACRES, MORE OR LESS.**



**PORTION OF NW 1/4 OF THE SW 1/4 SECTION 18,  
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.  
KING COUNTY, WASHINGTON**



**PROPOSED STREET VACATION  
SW IOWA ST, SW IDAHO ST, AND PORTION  
OF W MARGINAL WAY SW**

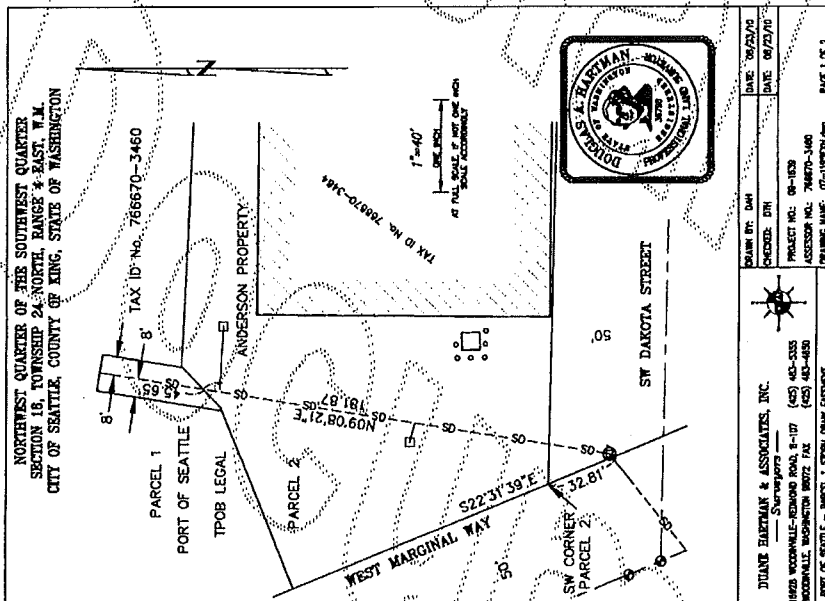
**EXHIBIT "A"**

DATE  
JAN. 18, 2011

SHEET NO.

**03 OF 03**

# EXHIBIT B



DATE: 06/23/10	DATE: 06/23/10
CHECKED: DPH	CHECKED: DPH
PROJECT NO.: 08-129	PROJECT NO.: 07-1162
ASSIGNOR NO.: 766670-3460	ASSIGNOR NO.: 766670-3460
DRAWING NAME: 07-1162-001	DRAWING NAME: 07-1162-001
PAGE 1 OF 2	PAGE 2 OF 2

DATE: 06/23/10	DATE: 06/23/10
CHECKED: DPH	CHECKED: DPH
PROJECT NO.: 07-1162	PROJECT NO.: 07-1162
ASSIGNOR NO.: 766670-3460	ASSIGNOR NO.: 766670-3460
DRAWING NAME: 07-1162-001	DRAWING NAME: 07-1162-001
PAGE 1 OF 2	PAGE 2 OF 2

**NORTHWEST QUARTER OF THE SOUTHWEST QUARTER  
SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.  
CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON**

**LEGAL DESCRIPTION: PORT OF SEATTLE PROPERTY, TAX ID NO. 766670-3460 (PARCEL 1)**

A 16 FOOT STRIP OF LAND LYING WITHIN THE NORTHWEST QUARTER SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M. BEING 8 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2 OF CITY OF SEATTLE SHORT SUBDIVISION NO. 9733001, AS RECORDED IN BOOK 115 OF SURVEYS ON PAGE 211, RECORDS OF KING COUNTY, WASHINGTON; THENCE SOUTH 22°31'39"E EAST ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF WEST MARGINAL WAY, A DISTANCE OF 161.87 FEET TO THE SOUTHERLY CORNER OF SAID PARCEL 1; THENCE EAST, A DISTANCE OF 43.65 FEET TO THE END OF SAID EASEMENT, SUGGESTED TO TERMINATE ON THE SOUTHERLY CORNER DESCRIBED, SAID STRIP OF LAND HAVING 723 SQUARE FEET, MORE OR LESS.








DATE: 06/23/10	DATE: 06/23/10
CHECKED: DPH	CHECKED: DPH
PROJECT NO.: 07-1162	PROJECT NO.: 07-1162
ASSIGNOR NO.: 766670-3460	ASSIGNOR NO.: 766670-3460
DRAWING NAME: 07-1162-001	DRAWING NAME: 07-1162-001
PAGE 1 OF 2	PAGE 2 OF 2

# EXHIBIT C

## AASHTO Standard Specification for Highway Bridges (as amended)

### Load Specifications

Maximum Traffic Conditions	Wheel Load (lbs.) (1/2 of Axle Load + 30% Impact)	Loading	Load Distribution**	
			a	b
Truck Traffic 32,000 lb. Axle Load Dual Wheels		H-20	20'	20' + (2s)
Truck Traffic 32,000 lb. Axle Load Dual Wheels		H-15	15'	15' + (2s)
10,000 lb. Capacity Lift Truck 14,000 lb. Vehicle 24,000 lb. Total Load 65% Drive Axle Load	 (Rubber Tires)	3 Ton	11'	11' + (2s)
9,000 lb. Capacity Lift Truck 9,800 lb. Vehicle 18,800 lb. Total Load 65% Drive Axle Load	 (Rubber Tires)	3 Ton	7'	7' + (2s)
2,000 lb. Capacity Lift Truck 4,000 lb. Vehicle 6,000 lb. Total Load 55% Drive Axle Load	 (Rubber Tires)	1 Ton	4'	4' + (2s)

#### Notes:

1. For continuous spans, use continuity factor = .80
- \*\* 2. This distribution results in larger grating sizes for lighter trucks on shorter spans. If H-20 loading is specified the worst condition should be used as the design criteria.



**EXHIBIT D**

**BILL OF SALE**  
(Personal Property)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the PORT OF SEATTLE, a municipal corporation of the State of Washington ("Seller"), hereby sells and conveys to \_\_\_\_\_ ("Buyer"), all of its right, title and interest in and to the personal property consisting of \_\_\_\_\_ ("Personal Property") located on real property owned by Seller and legally described as follows:

**INSERT LEGAL DESCRIPTION**

This Bill of Sale is made without recourse or warranty whatsoever except that Seller owns the Personal Property free and clear of all liens, exceptions, and encumbrances except the lien for personal property taxes, if any, not yet delinquent by non-payment. Buyer hereby acknowledges and agrees that Buyer and its representatives have been afforded the opportunity to make such inspections of the Personal Property and matters related thereto as they desire. Buyer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, Seller has not made and does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Personal Property or any such related matters and the Personal Property or any such related matters and the Personal Property is sold to Buyer in an "AS IS" condition.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of  
\_\_\_\_\_, 20\_\_\_\_.

SELLER:

\_\_\_\_\_  
PORT OF SEATTLE

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Seattle Public Utilities Real Property Services  
Post Office Box 34018  
Seattle, WA 98124-4018



20110922001011

SEA PUBLIC UTI EAS  
PAGE 001 OF 012  
09/22/2011 15:05  
KING COUNTY, WA

73.00

### EASEMENT AGREEMENT

Reference No. of Document Released: None  
Grantor: JD Anderson, LLC  
Grantee: City of Seattle  
Legal Description (abbreviated): Portion of Parcel 2, City of Seattle Short Plat  
No. 9703001, Recorded Under Recording No.  
9766279015, together with portion vacated SW  
Dakota St. adjoining  
Assessor's Tax Parcel ID No: 7666703464

This Easement Agreement (the "Easement Agreement") is made effective as of the 22<sup>nd</sup> day of September, 2011 by and between JD Anderson, LLC, a Washington limited liability corporation ("Grantor"), and the City of Seattle, a Washington municipal corporation, acting by and through its Seattle Public Utilities ("Grantee").

### RECITALS

WHEREAS, Grantor's predecessor-in-interest, the Port of Seattle, petitioned the City of Seattle to vacate Southwest Idaho and Dakota Streets between West Marginal Way Southwest and the Duwamish River and a portion of Iowa Avenue Southwest in Seattle (the "Streets"), as more particularly described in the vacation petition to the City of Seattle Clerk File No. 297660, and as amended by the corrected legal description attached and incorporated as Exhibit A (the "Vacated Area"); and

WHEREAS, Grantor owns King County Assessor's Tax Parcel Number 7666703464, the real property abutting Southwest Dakota Street to the north ("Grantor's Property"); and

WHEREAS, Grantee operates a 30-inch stormwater drainage facility which was relocated in 1997 by the Port of Seattle in accordance with Permit No. U6446 and as more particularly shown on the approved plans ("Plan Nos. 881-58-1 and 2"), including all necessary and convenient appurtenances ("Facilities"). The Facilities are an integral part of the Grantee's municipal storm drainage utility system, and a portion of which are located in Southwest Dakota Street to be vacated and a portion of which cross the western portion of Grantor's Property; and

EXCISE TAX NOT REQUIRED

King Co. Records Division

By: [Signature] Deputy

WHEREAS, Grantee's vacation of the Streets is conditioned, in part, on Grantor transferring title of ownership of the relocated Facilities to the Grantee and granting a satisfactory utility easement to the Grantee for the Facilities through a portion of Grantor's Property and in the Vacated Area that will become Grantor's Property upon vacation of Southwest Dakota Street; and

WHEREAS, Grantor desires to fulfill the above-stated conditions to complete the vacation of Southwest Dakota Street.

NOW, THEREFORE, the parties agree as follows:

### **EASEMENT**

In consideration of the Grantee's vacation of Southwest Dakota Street and other good and valuable consideration, receipt of which are hereby acknowledged, Grantor hereby conveys and grants, insofar as it has rights, title and interest in Southwest Dakota Street, or hereinafter acquires rights, title or interest in the Street, to Grantee, a sixteen-foot (16') wide, nonexclusive permanent easement for the construction, operation and maintenance of the Facilities over, under, through, across and upon the westerly portion of Southwest Dakota Street and the westerly portion of Grantor's Property, as legally described in **Exhibit B** attached hereto and incorporated herein ("Easement Area"), together with the right of reasonable ingress to and egress from West Marginal Way Southwest across Grantor's Property to the Easement Area if necessary.

This Easement Agreement shall include only such rights in the Easement Area as shall be necessary for the inspection, construction, reconstruction, alteration, operation, improvement, maintenance, repair and replacement of, and additions to the Facilities, and access thereto ("Purposes"). Grantor, its successors and assigns, shall have the right to use the Easement Area in any way and for all purposes which do not unreasonably interfere with the easement rights for the Purposes herein granted to Grantee and which are consistent with the terms and conditions of this Easement Agreement.

#### **A. Grantee's Purposes, Uses and Obligations**

1. Grantee, and its employees, contractors and consultants shall have the right to enter upon and use the Easement Area at all times to install, construct, alter, repair, operate, improve, replace, maintain and add to the Facilities, and shall have the right to remove all or any part of said Facilities from the Easement Area.
2. Grantee's rights shall include the right to temporarily limit or eliminate any parking or storage of personal property within the Easement Area, when in its discretion, such temporary limit is necessary for the Purposes under this Easement Agreement. To the extent practicable, Grantee will endeavor to minimize the impact to Grantor's operations and provide Grantor reasonable advance notice of the temporary limits,

including the estimated length of time the limit will be required. Grantor will remove any vehicles or other personal property from within the affected portion of the Easement Area, at Grantor's expense. If the Grantor has not removed the vehicles or personal property by the effective date included in the notice, the Grantee shall have the right, but not the obligation, to remove any vehicles or personal property from within the Easement Area. Grantor agrees to reimburse Grantee for any reasonable costs incurred to remove Grantor's vehicles or property from the Easement Area under this section within 30 days of receiving an invoice. Grantee will provide notices or invoices to the Grantor pursuant to this section as follows, or as may be changed in writing from time to time:

Grantor: Michael Anderson, Manager  
JD Anderson, LLC  
4034 West Marginal Way, S.W.  
Seattle, WA 98106  
(206) 938-2061

3. In the event that Grantee determines that there has occurred damage to or destruction of Grantee's Facilities requiring immediate access to the Easement Area or Facilities (an "Emergency"), Grantee may take such action as is reasonable under the circumstances to protect the public's health, safety and welfare, including immediate removal of vehicles or other personal property. Grantee will endeavor to notify Grantor of the Emergency and necessary actions as soon as practicable. Grantor shall cooperate with the reasonable requests of Grantee in Emergency situations. Grantor shall ensure Grantee with unrestricted Emergency access to any portions of the Easement Area that may be inaccessible to the public. Emergency notices shall be made to Grantor in the same manner as section A.2 above.
4. Grantee, at its own expense, shall have the right to replace and improve any Facilities within the Easement Area with stormwater drainage facilities of the same or larger diameter and capacity, or functionality; provided that, upon completion, any new Facilities will not compromise the structural integrity of the Street or Grantor's Property or unreasonably block, obstruct, hinder or otherwise prevent access over and across the Grantor's Property. Grantee agrees to restore the Easement Area following any activity by Grantee that disturbs the Easement Area, to the condition it was in immediately prior to Grantee's work being commenced.

#### **B. Grantor's Obligations and Activities in Easement Area**

1. Grantor agrees that it will not knowingly permit any other utility facility, including without limitation, conduits, cable, pipelines, vaults, poles, posts, whether public or private, to be installed within five (5) horizontal feet of the Facilities or any crossings over the Easement Area that do not maintain a minimum vertical clearance of eighteen (18) inches from all of the Facilities.

2. Grantor and its employees, agents, lessees, licensees or invitees may place or store vehicles, containers, equipment and similar items or personal property (collectively "Grantor's Equipment") in, or move such items across, any part of the Easement Area; provided that the combined weight of Grantor's Equipment does not exceed H-20 weight loading as described in attached Exhibit C attached hereto and incorporated herein.
3. Grantor shall not, and shall not permit its employees, agents, tenants, licensees or invitees to make any excavation, boring, or tunneling within the Easement Area without the prior written permission of Grantee, which shall not be unreasonably withheld, conditioned or delayed.
4. Grantor shall not, and shall not permit its employees, agents, lessees or tenants to (a) erect, plant, or allow to remain any buildings, improvements, structures, walls, rockeries, trees, shrubbery, or obstruction of any kind or (b) place any fill material, or obstruction of any kind within the Easement Area, without the prior written permission and approval of Grantee.

#### C. Indemnification and Insurance

1. To the extent permitted by law, Grantor and Grantee shall protect, defend, indemnify, and save harmless the other party, and its officers, officials, employees, and agents from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property (each, a "Claim"), to the extent caused by the negligent acts, omissions or willful misconduct of the indemnifying party. Each party agrees that its obligations under this Section C.1 extend to any claim, demand, or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event of any claims, demands, actions or lawsuits, the indemnifying party upon prompt notice from the other party shall assume all costs of defense thereof, including legal fees incurred by the other party, and of all resulting judgments that may be obtained against the other party. The prevailing party shall be entitled to recover its reasonable costs and expenses (including reasonable attorneys' fees) incurred to enforce the provisions of this section.
2. Grantor shall indemnify, defend and hold harmless Grantee, its officers, employees and agents from any and all liabilities, losses, damages, costs, expenses or claims of any kind or nature (including, without limitation, reasonable attorneys' fees and any liability for costs of investigation, abatement, remediation, cleanup, fines, penalties, or other damages arising under any environmental laws) arising out of or in connection with the disposal, release or discharge, migration, handling, or transportation of hazardous materials or substances, as that term may be defined by applicable local, state or federal law on or from any portion of Grantor's Property,

including the Easement Area, any time after the recording of this Easement, except to the extent caused by Grantee's operations for the Purposes herein.

**D. Transfer of Title of Facilities**

Grantor and Grantee acknowledge and agree that the Port of Seattle constructed the Facilities in the Vacated Area and on Grantor's Property. To the extent Grantor has any title or ownership interest in the Facilities, Grantor hereby conveys and transfers over to Grantee, full title and ownership of the Facilities in the Easement Area and warrants that such Facilities are free and clear of liens and encumbrances arising out of Grantor's title or ownership interest in the Facilities or Grantor's Property.

**E. Compliance with Laws**

Grantee and Grantor in the exercise of their respective rights under this Easement Agreement shall comply with all applicable federal, state and local laws, ordinances, and regulations, including environmental laws and regulations.

**F. Runs with Land**

This Easement Agreement and each of the terms, provisions, conditions and covenants herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and successors-in-title.

Grantor and Grantee hereby represent and warrant to each other that it has necessary authorization to enter into this Easement Agreement and that it has been executed by a duly authorized officer of Grantor and Grantee respectively.

This Easement Agreement shall become effective upon the City Council of the City of Seattle adopting the final vacation ordinance for the Vacated Area.

[THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK]  
[SIGNATURE(S) ON ATTACHED PAGE(S)]

**JD Anderson, LLC**, a Washington limited liability corporation:

**The City of Seattle  
Seattle Public Utilities:**

By Michael Anderson  
name, title PRESIDENT

By Ray Hoffman  
Ray Hoffman, Director

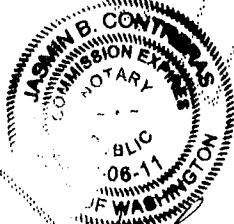
Date 7/22/11, 2011

Date 9/22, 2011

STATE OF Washington )  
COUNTY OF King )

I certify that I know or have satisfactory evidence that **Michael Anderson** is the person who appeared before me and signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the **Manager of JD Anderson, LLC**, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 22 day of July, 2011

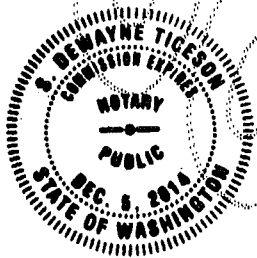


NAME Jasmin B. Contreras  
(Print name) Jasmin B. Contreras  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at Seattle WA  
My appointment expires: 9-06, 2011

STATE OF Washington )  
COUNTY OF King ) SS.

I certify that I know or have satisfactory evidence that **Ray Hoffman** is the person who appeared before me and signed this instrument, on oath stated that ~~she~~ he was authorized to execute the instrument and acknowledged it as **Director of Seattle Public Utilities of the City of Seattle**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 22nd day of September, 2011



NAME S. Dewayne Tieson  
(Print name) S. Dewayne Tieson  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at Seattle  
My appointment expires: 12-5, 20 14

**EXHIBIT A  
T-105  
STREET VACATIONS**

THOSE PORTIONS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M., KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

THAT PORTION OF SOUTHWEST DAKOTA STREET LYING BETWEEN THE EASTERLY MARGIN OF WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY CITY OF SEATTLE STREET NAME ORDINANCE 101919 AND THE SOUTHWESTERLY MARGIN OF THE DUWAMISH WATERWAY.

TOGETHER WITH:

THAT PORTION OF SOUTHWEST IDAHO STREET LYING BETWEEN THE EASTERLY MARGIN OF SAID WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE AND SAID SOUTHWESTERLY MARGIN OF THE DUWAMISH WATERWAY.

TOGETHER WITH:

THAT PORTION OF SAID WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 414, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON.

THENCE NORTH 23°02'30" WEST ALONG THE EASTERLY MARGIN OF SAID WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE, A DISTANCE OF 326.01 FEET TO A POINT HEREON REFERRED TO AS POINT "A".

THENCE CONTINUING NORTH 23°02'30" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 246.25 FEET;

THENCE SOUTH 13°12'45" EAST, A DISTANCE OF 643.65 FEET, TO THE WESTERLY PRODUCTION OF THE SOUTHERLY MARGIN OF SOUTHWEST IDAHO STREET.

THENCE NORTH 90°00'00" EAST, ALONG SAID WESTERLY PRODUCTION OF THE SOUTHERLY MARGIN OF SOUTHWEST IDAHO STREET, A DISTANCE OF 119.40 FEET, TO SAID EASTERLY MARGIN;

THENCE NORTH 23°02'30" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 108.67 FEET TO THE POINT OF BEGINNING.



EXCEPT:

THAT PORTION OF SAID WEST MARGINAL WAY SOUTHWEST AS  
DESCRIBED BY SAID ORDINANCE AS FOLLOWS:  
BEGINNING AT THE AFORESAID POINT "A".

THENCE NORTH 23°02'30" WEST, ALONG SAID EASTERLY MARGIN, A  
DISTANCE OF 246.25 FEET TO THE WESTERLY PRODUCTION OF THE NORTH  
LINE OF LOT 7, BLOCK 414, OF SAID PLAT;

THENCE SOUTH 13°12'45" EAST, A DISTANCE OF 232.77 FEET;

THENCE NORTH 90°00'00" EAST, ALONG SAID WESTERLY PRODUCTION OF  
THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 43.18 FEET TO SAID POINT  
"A" AND THE POINT OF BEGINNING.

CONTAINING 201,472 SQUARE FEET OR 4.63 ACRES, MORE OR LESS.



[illegible]

**Port  
of Seattle**

**PROPOSED STREET VACATION  
SW IOWA ST, SW IDAHO ST, AND PORTION  
OF W MARGINAL WAY SW**

**EXHIBIT "A"**

DATE JAN. 18, 2011

**SHEET NO.**

03 OF 03

**NORTHWEST QUARTER OF THE SOUTHWEST QUARTER  
SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.  
CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON**

**LEGAL DESCRIPTION—ANDERSON PROPERTY AND SW DAKOTA STREET**

A .16 FOOT STRIP OF LAND LYING WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., SEATTLE, WASHINGTON, SAID STRIP OF LAND BEING 8 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

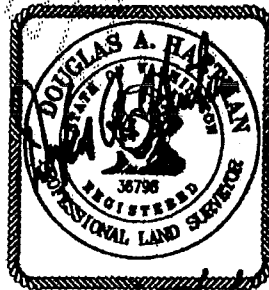
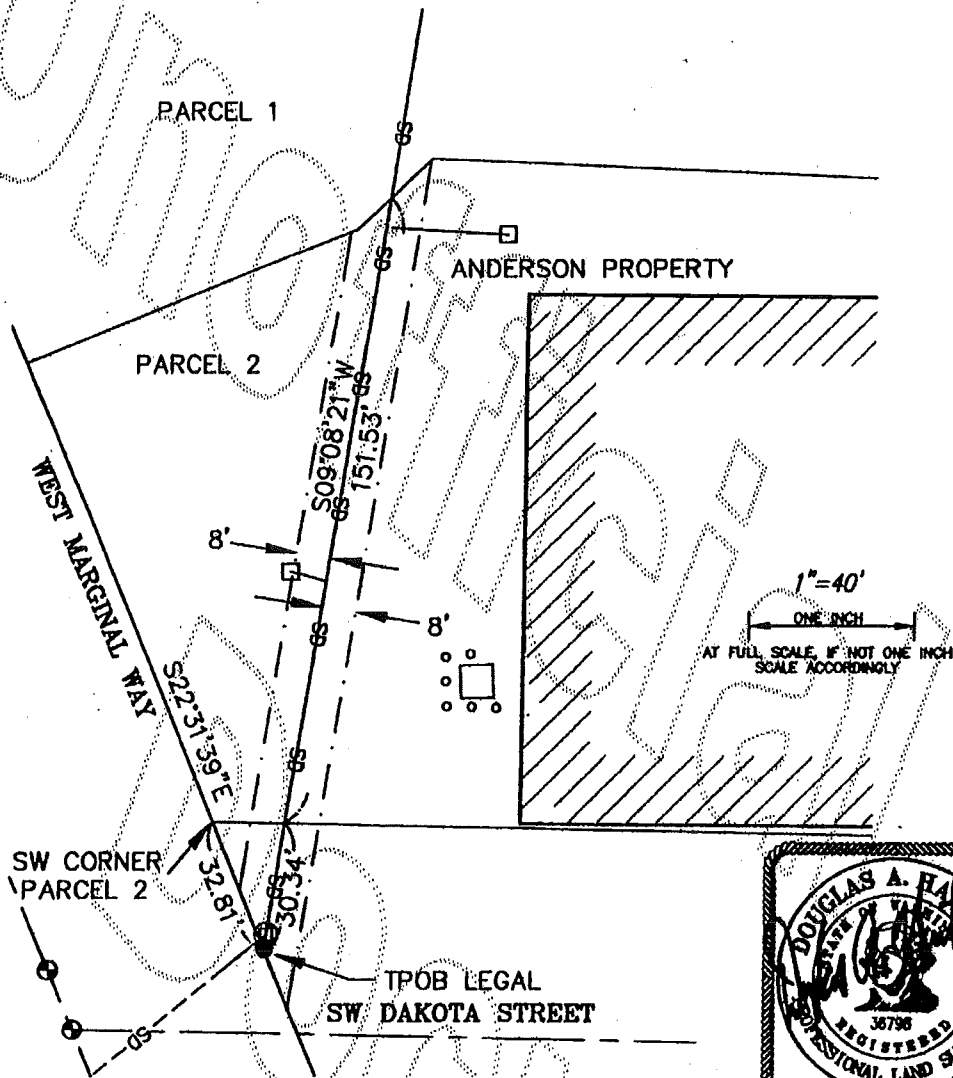
COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2 OF CITY OF SEATTLE SHORT SUBDIVISION NO. 9703001, AS RECORDED IN BOOK 115 OF SURVEYS ON PAGE 211, RECORDS OF KING COUNTY, WASHINGTON; THENCE SOUTH 22°31'39" EAST ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF WEST MARGINAL WAY, A DISTANCE OF 32.81 FEET TO THE TRUE POINT OF BEGINNING. THENCE NORTH 09°08'21" EAST, A DISTANCE OF 30.34 FEET TO THE SOUTH BOUNDARY OF SAID PARCEL 2; THENCE CONTINUING NORTH 09°08'21" EAST, A DISTANCE OF 151.53 FEET TO THE NORTH BOUNDARY OF SAID PARCEL 2 AND THE END OF SAID EASEMENT, THE SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED TO TERMINATE ON THE BOUNDARIES HEREIN DESCRIBED, SAID STRIP OF LAND HAVING 2,911 SQUARE FEET, MORE OR LESS.



03/10/10

NORTHWEST QUARTER OF THE SOUTHWEST QUARTER  
SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.  
CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON






EXHIBIT B P920f2



# EXHIBIT C

## AASHTO Standard Specification for Highway Bridges (as amended)

### Load Specifications

Maximum Traffic Conditions	Wheel Load (lbs) (1/2 of Axle Load + 30% Impact)	Loading	Load Distribution**	
			a	b
Truck Traffic 32,000 lb. Axle Load Dual Wheels		H-20	20'	20' + (2s)
Truck Traffic 32,000 lb. Axle Load Dual Wheels		H-45	15'	15' + (2s)
10,000 lb. Capacity Lift Truck 14,400 lb. Vehicle 24,400 lb. Total Load 85% Drive Axle Load	 (Rubber Tires)	3 Ton	11'	11' + (2s)
8,000 lb. Capacity Lift Truck 9,600 lb. Vehicle 17,600 lb. Total Load 85% Drive Axle Load	 (Rubber Tires)	3 Ton	7'	7' + (2s)
2,000 lb. Capacity Lift Truck 4,200 lb. Vehicle 6,200 lb. Total Load 85% Drive Axle Load	 (Rubber Tires)	1 Ton	4'	4' + (2s)

#### Notes:

1. For continuous spans, use continuity factor = .80
2. This distribution results in larger grating sizes for lighter trucks on shorter spans. If H-20 loading is specified the worst condition should be used as the design criteria.

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Seattle Public Utilities Real Property Services  
Post Office Box 34018  
Seattle, WA 98124-4018



**20110525001172**

SEA PUBLIC UTI EAS  
PAGE-001 OF 022  
05/25/2011 15:23  
KING COUNTY, WA

83.00

**EASEMENT  
AND  
RELINQUISHMENT OF EASEMENT  
AGREEMENT**

Reference No. of Documents Released:

Grantor:

Grantee:

Legal Description (abbreviated):

Assessor's Tax Parcel ID No.

Recording Nos. 6635622 & 9706201287

**GENERAL RECYCLING OF  
WASHINGTON, LLC**, a Delaware  
limited liability company

City of Seattle

*Portions of Vacated Iowa Ave. SW, SW  
Idaho St. and Govt Lot 8*

Adjoining 7666703540

This Easement and Relinquishment of Easement Agreement ("Easement Agreement") is made effective as of the 25 day of May, 2011 by and between **GENERAL RECYCLING OF WASHINGTON, LLC**, a Delaware limited liability company ("Grantor"), and the **CITY OF SEATTLE**, a municipal corporation of the State of Washington ("Grantee").

**RECITALS**

WHEREAS, Grantor's predecessor-in-title, the Port of Seattle, petitioned the City of Seattle to vacate Southwest Idaho and Dakota Streets between West Marginal Way Southwest and the Duwamish River and a portion of Iowa Avenue Southwest in Seattle ("Streets"), as more particularly described in vacation petition to the City of Seattle Clerk File No. 297660, and as amended by the revised legal description attached and incorporated as Exhibit A ("Vacated Area"); and

WHEREAS, the Grantor owns King County Assessor's Tax Parcel Number 7666703540, being the real property abutting Southwest Idaho Street to the north and Iowa Avenue Southwest to the east that will be vacated ("Grantor's Property"); and

WHEREAS, the Grantee, acting through Seattle Public Utilities ("SPU"), owns and operates a 72-inch stormwater drainage facility, and 10-inch and 12-inch sanitary sewer facilities, including all necessary and convenient appurtenances ("Facilities") that are an integral part of the Grantee's municipal wastewater; and

storm drainage utility systems, a portion of which are located in Southwest Idaho Street and Iowa Avenue Southwest to be vacated; and

WHEREAS, a portion of the Facilities are located on Grantor's Property that is not public street right-of-way to be vacated, pursuant to an easement recorded at King County Recording No. 6635622 and there is a prior easement recorded at King County Recording No. 9706201287, granted by Birmingham Steel, Grantor's predecessor in interest, who did not have authority to grant such easement for the Facilities (collectively, "Prior Easements"), and

WHEREAS, the Grantee, acting through Seattle Department of Transportation ("SDOT"), owns and operates the remaining right-of-way segment of Iowa Avenue Southwest at the northern boundary of Grantor's property, which requires access through Grantor's property when the Streets are vacated; and

WHEREAS, the Grantee's vacation of the Streets is conditioned, in part, on Grantor conveying a satisfactory utility easement to the Grantee for the Facilities existing in the Vacated Area that is relevant to Grantor's Property and an access easement to Grantee for the remaining right-of-way segment adjacent to, and located north of Grantor's Property ("Remaining ROW"); and

WHEREAS, Grantor desires to fulfill the above-stated condition for the vacation of Southwest Idaho Street and a portion of Iowa Avenue Southwest.

NOW, THEREFORE, the parties agree as follows:

#### EASEMENT

In consideration of the Grantee's vacation of Southwest Idaho Street and a portion of Iowa Avenue Southwest and other good and valuable consideration, receipt of which are hereby acknowledged, Grantor hereby conveys and grants, insofar as it has rights, title and interest in Southwest Idaho Street and Iowa Avenue Southwest, or hereinafter acquires rights, title or interest in the Streets, to Grantee,

- 1) an access easement for pedestrian and vehicular access from West Marginal Way Southwest to the Remaining ROW segment of Iowa Avenue Southwest, as legally described in Exhibit B-1 attached hereto and incorporated herein ("Access Easement Area"); and
- 2) a utility easement consisting of a thirty-foot (30') wide, nonexclusive easement running east/west for the 72-inch storm and 10-inch sewer Facilities from West Marginal Way Southwest to the Duwamish River and a sixteen-foot (16') wide, nonexclusive easement running north/south for the 12-inch sewer Facilities from the stub south of the connection to the King County Metro Sewer System to the northern boundary of Grantor's Property, for the construction, operation and maintenance of the Facilities over, under, through, across and upon the northern half of the center line of the current Southwest Idaho Street, including a portion of the privately owned segment of Government Lot 8 under the Prior Easements, and a portion of Iowa Avenue Southwest as legally described in Exhibit B-2 attached hereto and incorporated herein ("Utility Easement Area") and (collectively with the Access Easement Area, the "Easement Areas"), together with the right of reasonable ingress to and egress from West Marginal Way Southwest across Grantor's Property to the Easement Areas if necessary.

This Easement Agreement shall include only such rights in the Easement Areas as shall be necessary for the vehicular and pedestrian access over the Access Easement Area and the inspection, construction, reconstruction, alteration, operation, improvement, maintenance, repair and replacement of, and additions to and removal of all or any part of the Facilities, and access thereto within the Utility Easement Area ("Purposes"). Grantor, its successors and assigns, shall have the right to use the Easement Areas in any way and for all purposes which do not unreasonably interfere with the easement rights for the Purposes herein granted to Grantee and which are consistent with the terms and conditions of this Easement Agreement.

Grantor hereby disclaims any and all warranties whatsoever with respect to the Easement Areas, including without limitation, warranties of title (statutory or otherwise) and warranties as to fitness for a particular purpose and suitability for the Purposes. Grantee hereby acknowledges that this Easement Agreement is

subject to any and all covenants, conditions, restrictions, exceptions, easements and rights-of-way existing as of the date of this Easement Agreement ("Existing Encumbrances").

**A. Grantee's Purposes, Uses and Obligations**

1. Grantee shall have the right to enter upon and use the Easement Areas for the Purposes, subject to the following conditions. As used in this Section A, "Grantee" shall include Grantee's employees, contractors, agents, invitees, and consultants.
  - (a) (i). For any Purpose related to the utility easement that does not involve excavation, boring, tunnelling or other activities that may interfere with Grantor's use of the railroad spur tracks located upon Grantor's Property and the Easement Area ("Railtracks"), Grantee shall notify Grantor at least seventy-two (72) hours prior to entry, except as provided in Section A.3.
  - (ii). For any Purpose related to the access easement, Grantee may enter the Easement Area at any time. Grantee shall make reasonable efforts to contact Grantor prior to entry upon the Access Easement Area, and acknowledges that entry into the Access Easement Area during non-business hours may require that Grantee contact Grantor in accordance with Section B6 of this Easement Agreement.
  - (b) For any Purpose that involves excavation, boring, tunnelling or similar activities that will not interfere with Grantor's use of the Railtracks, Grantee shall submit its work plan to Grantor for review and approval (the work plans as approved pursuant to the terms herein, the "Approved Plans") not less than ten (10) days prior to the requested work commencement date, except as provided in Section A.3. Grantor shall provide written approval or objections specifying the grounds therefor, within five (5) working days of receipt of Grantee's work plan or the plans will be deemed approved. Grantor's approval shall not be unreasonably denied. Grantor may not make objections that will cause the Approved Plans to be inconsistent with Grantee's standard specifications for its Facilities. Activities that may interfere with Grantor's use of the Railtracks will be pursuant to Section C.
2. Grantee's rights shall include the right to temporarily limit or eliminate any parking or storage of personal property within the Utility Easement Area, when in its discretion, such temporary limit is necessary for the Purposes under this Easement Agreement. Grantee shall include any requirement to temporarily limit parking or storage in the Utility Easement Area in its notice to Grantor as required in Section A.1 above. Grantor will remove any vehicles or other personal property from within the affected portion of the Utility Easement Area, at Grantor's expense. If the Grantor has not removed the vehicles or personal property by the effective date in the notice required in Section A.1, the Grantee shall have the right, but not the obligation, to remove any vehicles or personal property from within the Utility Easement Area. Grantor agrees to reimburse Grantee for any reasonable costs incurred to remove Grantor's vehicles or property from the Utility Easement Area under this section within 30 days of receiving an invoice. Notwithstanding the foregoing, Grantee and Grantor shall work together, in good faith, to insure that any exercise of Grantee's rights hereunder shall not result in an unreasonable interference with Grantor's operations. This Section A.2., shall not apply to matters involving the Railtrack, and in the event of any conflict between this Section and Section C, the terms of Section C shall control.
3. In the event that Grantee determines that damage to or destruction of Grantee's Facilities or property has occurred, or is about to occur, requiring immediate access to the Easement Areas or Grantor's Property (an "Emergency"), Grantee shall make reasonable efforts to contact Grantor prior to entry upon the Easement Areas or Grantor's Property. Notwithstanding the foregoing, the failure to contact Grantor shall not restrict Grantee's right to enter upon the Easement Areas or Grantor's Property in the event of an Emergency; provided, that Grantee shall notify Grantor as soon as feasible. Grantee shall take such other action as is reasonable under the circumstances to protect the public's health, safety and welfare and the Facilities, and Grantor shall cooperate with the reasonable requests of Grantee in Emergency situations. Notice of Emergency access and other Emergency notices



concerning the operation of the Facilities or access to Grantee's property shall be made to Grantor as follows or as modified in writing from Grantor to Grantee from time to time:

Grantor: General Recycling of Washing, LLC  
Attn: Barton D. Kale  
Safety and Environmental Manager  
2424 SW Andover Street  
Seattle, Washington 98106-1100  
Phone: (206) 933-2238

4. Without limiting the generality of the Purposes, Grantee, at its own expense, shall have the right to replace any Facilities within the Utility Easement Area with stormwater drainage or sanitary sewer facilities of the same or larger diameter and capacity, and to install additional underground stormwater drainage, or sanitary sewer facilities within the Utility Easement Area; provided that any such activity hereunder shall comply with the requirements of Section C herein, and upon completion, any new Facilities will not compromise the structural integrity of Grantor's Property or unreasonably block, obstruct, hinder or otherwise prevent access over and across the Utility Easement Area or use of the Railtrack by Grantor. Grantee agrees to restore the Easement Area following any activity by Grantee that disturbs the Utility Easement Area, to its condition immediately prior to Grantee's work in accordance with this Agreement.

5. Grantee shall keep the Easement Areas free of any liens and encumbrances resulting from its use under this Easement Agreement.

**B. Grantor's Obligations and Activities in Easement Area.**

1. Subject to the obligations, terms, conditions and rights currently existing under the Existing Encumbrances, Grantor agrees that it will not knowingly and voluntarily permit any other new or additional utility facility, including without limitation, conduits, cable, pipelines, vaults, poles, posts, whether public or private, to be installed within five (5) horizontal feet of the Facilities nor permit any crossings over the Utility Easement Area that do not maintain a minimum vertical clearance of eighteen (18) inches from all of the Facilities.

2. Subject to Section A.2 above and this section, Grantor and its employees, agents, lessees, licensees or invitees may place or store vehicles, containers, equipment and similar movable items or personal property (collectively "Grantor's Equipment") in, or move such items across, any part of the Utility Easement Area except where the Access Easement Area overlaps; provided that the combined weight of Grantor's Equipment does not exceed HS-20 weight loading as described in attached Exhibit C attached hereto and incorporated herein; that Grantor's Equipment shall not be placed or stored directly over any maintenance hole within the Utility Easement Area at any time, and that Grantor endeavors to minimize movement and storage of any Grantor's Equipment that results in excessive loading on or vibration of soils around the Facilities. Grantor and its employees, agents, lessees, licensees or invitees may move Grantor's Equipment across any part of the Access Easement Area, but in no event will place or store Grantor's Equipment in the Access Easement Area, except that Grantor may use the Railtracks crossing the Access Easement Area necessary for Grantor's operations in a manner that endeavors to keep the Access Easement Area open for Grantee's use as much as practicable. In the event that Grantor's use of the Railtracks in accordance with this section blocks Grantee's use of the Access Easement Area, Grantor shall permit Grantee pedestrian and vehicular access over such portion of Grantor's Property as is reasonably necessary to permit Grantee access to the Remaining ROW.

3. Grantor shall not, and shall not permit its employees, agents, tenants, licensees or invitees to make any excavation, boring, or tunneling within the Utility Easement Area without the prior written permission of Grantee, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Grantor shall have the right to conduct environmental testing,

including but not limited to Phase I and II environmental studies, within the Easement Areas provided that such activity shall not damage or otherwise interfere with the Facilities or soil bedding system around the Facilities and Grantor provides Grantee advance notice of such testing.

4. Grantor shall not, and shall not permit its employees, agents, invitees, licensees or tenants to (a) erect, plant, or allow to remain any buildings, walls, rockeries, trees, shrubbery, improvements or obstructions of any kind or (b) place any fill material, or obstruction of any kind within the Easement Areas, without the prior written permission and approval of Grantee. Grantor is prohibited from using or placing any recycled steel as fill material within the Easement Areas. Grantor shall request Grantee's said written permission and approval by submitting work plans to Grantee no less than ninety (90) days prior to the commencement of the proposed work. Grantee shall provide said approval, including such restrictions and conditions as reasonably appropriate to protect the Facilities, or a written objection specifying the grounds, therefore, within thirty (30) days of submittal of Grantor's work plans. Grantee's permission shall not be unreasonably withheld, conditioned or delayed.
5. Grantor may, in writing, request Grantee to approve the relocation of any of the Facilities and the Utility Easement Area.
  - (a) All such proposed relocated Facilities shall meet all of Grantee's then-current standards and requirements at a minimum, including but not limited to easement width requirements. All such relocated Facilities shall be at the center line of a new utility easement area. Grantor, at its own expense, will survey the as-built relocated Facilities, and will record an amendment to this Easement Agreement to reflect the applicable relocated utility easement area for the relocated Facilities. Upon acceptance of the relocated Facilities, Grantor shall transfer full title and ownership of the Facilities to Grantee, free and clear of all encumbrances.
  - (b) Following Grantor's submittal of design drawings for proposed relocated Facilities and proposed new utility easement area to Grantee, Grantee shall have ninety (90) days to give its approval, which shall not be unreasonably withheld, conditioned or delayed. Grantor shall be responsible for accomplishing, and shall pay for all work involved in relocating the Facilities or the Utility Easement Area, including without limitation, design of relocated facilities, construction, inspection, real estate acquisition and recording and project administration. The relocation work shall not be deemed complete until final inspection and approval by Grantee, which shall not be unreasonably withheld, conditioned or delayed. Grantor shall, within thirty (30) days of receipt of invoice from Grantee, reimburse Grantee for all reasonable and documented costs that Grantee incurs with respect to the relocation, including without limitation administrative costs, except that Grantee shall bear the costs of betterments to the Facilities. "Betterment" shall mean improvements or additions that increase the size or operating capacity of the Facilities beyond their then-existing level, but shall exclude improvements that are consistent with then-current and applicable industry standards or are required by then-current and applicable governmental regulations.
6. In the event that Grantor maintains Grantor's Property such that Grantee does not have unrestricted 24-hour access to the Easement Areas, and in order to provide Grantee with Emergency access to the Easement Areas, security personnel shall be available twenty-four (24) hours a day, seven (7) days a week, who can be contacted at telephone number: (206) 933-2265, and who shall be able to coordinate to provide Grantee the necessary immediate access to the Easement Areas or Grantor's Property in the event of an Emergency. Grantor's point of contact identified in Section A.3 will be notified when Grantee enters the Easement Areas or Grantor's Property, in each instance. Grantor shall provide to Grantee, in a timely manner, any change in contact information for the security personnel to maintain at all times Grantee's ability to enter Grantor's Property under this section. In the event Grantor ceases to use 24-hour security personnel, the parties may mutually agree, in writing, to provide for an alternative method for Grantee's Emergency access to the Easement Areas.

7. Grantor shall have no, and hereby disclaims any, obligation whatsoever to maintain, repair, rehabilitate, operate, alter, or improve the Easement Areas or other land areas adjacent thereto. Except that in the event Grantor's, or its employees, agents, contractors, invitees, licensee's or tenant's use of the Easement Areas results in any damage to the Facilities or Grantee's property, Grantor, at no expense to Grantee, shall repair such damage to the Facilities, Grantee's property or the Easement Areas to Grantee's reasonable satisfaction. Grantor shall make a good faith effort to notify Grantee if Grantor observes or receives notice of a maintenance concern with respect to the Facilities, including but not limited to, noticeable surface settlement, sudden changes in service, pipe breaks or severe leaks, so that Grantee can determine if it needs to take any action to protect the Facilities. On an annual basis, Grantor will visually inspect and report to Grantee on the condition of the storm drain outlet at low tide at Grantor's expense. If Grantor becomes aware of any problems with the Facilities, Grantor shall contact the Seattle Public Utilities Operations Response Center at (206) 386-1800. Nothing in this Section shall reduce Grantee's responsibility for the proper inspection and maintenance of the Facilities.

C. Railroad Matters

1. Grantor warrants and represents that it owns the three spur Railroads located within portions of Iowa Avenue Southwest and Southwest Idaho to be vacated and on Grantor's Property, and which currently cross Grantee's Facilities at the easterly end of Southwest Idaho Street to be vacated and in the portion of Iowa Avenue Southwest to be vacated, all as more specifically shown on the attached Exhibit D.
2. Grantee acknowledges and confirms that Grantor's use of the Railroads is essential to Grantor's business operations upon the Grantor's Property, and that unreasonable interruption to its use of the Railroad could result in significant impacts to Grantor. Grantor acknowledges and confirms that Grantee's use of the Easement Areas is essential to the operation of Grantee's municipal wastewater and storm drainage and right-of-way systems and that unreasonable interference with the Facilities or access to them or Grantee's property could result in significant impacts to Grantee's municipal utility or right-of-way systems, Grantor's Property, or neighboring properties. Consequently, the parties agree to cooperate in good faith to avoid unreasonable interferences to either party. Therefore, Grantee shall be entitled to full and complete right of access to and use of any space currently occupied by the Railroad within the Easement Areas for any of the Purposes under this Easement Agreement, subject to the following conditions:

(a) Approved Plans. In the event that Grantee desires access to the Utility Easement Area for any Purpose which involves excavation, boring, tunneling or other activities that may interfere with Grantor's use of the Railroads other than Emergencies (the "Work"), the Grantee shall submit its work plan to Grantor for review and approval ("Approved Plans") not less than thirty (30) days prior to the requested work commencement date. Grantor shall provide written approval or objections specifying the grounds therefor, within ten (10) working days of receipt of Grantee's work plan or the plans will be deemed approved. Grantor's approval shall not be unreasonably denied. Grantor may not make objections that will cause the Approved Plans to be inconsistent with Grantee's standard specifications for its Facilities.

- i. Short Term Work. If Grantor and Grantee agree that, pursuant to the Approved Plans, the expected interference with Grantor's use of the Railroads shall not exceed forty-eight (48) hours, then Grantee shall be entitled to enter upon the Utility Easement Area, including any space currently occupied by existing Railroads, in order to perform the Work at any reasonable time with consideration of Section C.2.b below and upon having provided Grantor the notice required by Section C.2.c below, unless another time is mutually agreed to by the parties.
- ii. Long Term Work. In the event that either Grantor or Grantee estimate that the Work shall result in an interference with Grantor's use of the Railroads for a

period in excess of forty-eight (48) hours, Grantor and Grantee shall cooperate in good faith to establish a mutually agreeable schedule for the Work (the "Work Schedule"). Notwithstanding the foregoing, in the event the parties cannot agree upon a mutually acceptable Work Schedule, Grantor shall have the final decision concerning the dates, times and duration of any nonemergency entry upon the Utility Easement Area by Grantee to perform the Work, provided however, that Grantor's determination shall not unreasonably prevent Grantee access to the Utility Easement Area or prevent Grantee from performing the Work.

- (b) **Preferred Entry Periods.** Grantee acknowledges that Grantor typically has two (2), one-week long "outages" per year that typically occur in April and December. During these outages the Railtracks are not actively used. Grantor shall notify Grantee of the scheduled outage dates as soon as practicable, but at least two weeks prior to any outage, and to the extent reasonably practical, Grantee shall perform any Work during such outages.
  - (c) **Scope and Nature of Work.** Subject to the provisions of this Section, Grantee and Grantor shall cooperate in good faith; (i) to use commercially reasonable efforts to avoid unreasonable interference with the Grantor's use of the Railtracks during the Work, and (ii) to the extent possible, perform the Work in a manner that avoids or otherwise causes the least interference with the Railtracks. Upon at least sixty (60) days' notice by Grantee, Grantor, at its own cost and expense, shall do any work on the Railtracks necessary to allow Grantee access to its Facilities within the Utility Easement Area to do the Work in accordance with the Approved Plans, which may include relocating, removing, supporting, or reinforcing the Railtracks (or any portion thereof); provide flagging and any necessary representatives or inspectors to supervise the Work; and replace or reconstruct said tracks (collectively, "Grantor's Activity"). Grantor's Activity shall be conducted in accordance with any applicable laws, ordinances, permits and regulations. Grantor may request that any Work by Grantee or its contractors on the Facilities that requires relocation or removal of the Railtracks within the Utility Easement Area be alternatively done by tunneling or jacking beneath the Railtracks. If Grantee determines that tunneling or jacking is reasonably practicable under the circumstances, and upon Grantor's written assurance that Grantor, in addition to performing the tunneling or jacking at its expense, will pay any additional costs incurred by Grantee due to completing its Work with the requested tunneling or jacking, which is over and above the cost of its Work with open cutting after removal or relocation, the Grantee may approve such request. In the event Grantor does not accomplish Grantor's Activity within the timeframe noted above, or that may be mutually agreed to by the parties, Grantee may cause Grantor's Activity to be done and Grantor will promptly reimburse Grantee within 30 days of receipt for the reasonable and documented costs incurred for Grantor's Activity as required under this section.
  - (b) **Safety Requirements.** Any entry on and all Work performed within the Utility Easement Area by Grantee, its employees, agents and contractors shall be subject to, and comport with Grantor's safety requirements. Grantee, its employees, agents and contractors shall also adopt and take any safety precautions that Grantor may, in its reasonable opinion, deem necessary from time to time.
3. In the event of an Emergency which involves excavation, boring, tunneling or other activities that may interfere with Grantor's use of the Railtracks, Grantee shall provide notice to Grantor as soon as practicable and to the extent practicable, provide Grantor the opportunity to comment on proposed work plans and perform Grantor's Activity if it can be done immediately or in a timeframe agreed to by Grantee. If Grantor is unable to perform the Grantor's Activity within the timeframe necessary to respond to the Emergency, Grantee will cause the Grantor's Activity to be performed and Grantor will promptly reimburse Grantee within 30 days of receipt for the reasonable and documented costs incurred to do the Grantor's Activity as required to respond to the Emergency.

4. In the event that the terms of this Section C shall conflict with any of the terms, conditions or obligations set forth in this Easement Agreement, the terms in this Section C shall control.

**D. Indemnification and Insurance**

1. To the fullest extent permitted by law, Grantor and Grantee shall protect, defend, indemnify, and save harmless the other party, its affiliates and their respective officers, officials, employees, and agents from any and all costs, claims, demands, judgments, damages, or liability of any kind including without limitation injuries to persons or damages to property (each, a "Claim"), to the extent caused by the breach of any provision of this Easement Agreement, or negligent acts, omissions or willful misconduct of the indemnifying party. An indemnifying party's duty to indemnify the other party for a Claim caused by or resulting from the concurrent negligence of the indemnifying party and the other party shall apply only to the extent of the negligent acts or omissions of the indemnifying party. Each party agrees that its obligations under this Section D.1 extend to any Claim brought by, or on behalf of, any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such Claims under the industrial insurance provisions of Title 51 RCW. In the event of any Claims, the indemnifying party upon prompt notice from the other party shall assume all costs of defense thereof, including without limitation reasonable legal fees incurred by the other party, and of all resulting judgments that may be obtained against the other party. The prevailing party shall be entitled to recover its reasonable costs and expenses (including without limitation reasonable attorneys' fees) incurred to enforce the provisions of this section.
2. Grantor shall indemnify, defend and hold harmless Grantee, its officers, employees and agents from any and all liabilities, losses, damages, costs, expenses or claims of any kind or nature (including, without limitation, reasonable attorneys' fees and any liability for costs of investigation, abatement, remediation, cleanup, fines, penalties, or other damages arising under any environmental laws) arising out of or in connection with the disposal, release or discharge, migration, handling, or transportation of hazardous materials or substances, as that term may be defined by applicable local, state or federal law on or from any portion of Grantor's Property, including the Easement Areas, any time after the recording of this Easement Agreement, except to the extent caused by Grantee's operations for the purposes herein.
3. Grantee maintains a Self-Insurance program for the protection and handling of Grantee's liabilities including injuries to persons and damage to property. Grantee will provide the Grantor with a certificate of self-insurance as adequate proof of coverage upon request.

**E. Compliance with Laws**

Grantee and Grantor, in the exercise of their respective rights under this Easement Agreement, shall comply with all applicable federal, state, and local laws, ordinances, permits and regulations, including environmental laws and regulations.

**F. Runs with Land**

This Easement Agreement and each of the terms, provisions, conditions and covenants herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns.

**G. Notices**

Except as otherwise provided in Section A.3, notices to Grantor and Grantee shall be made as follows:

Grantor: General Recycling of Washington, LLC  
Attn: Barton D. Kale  
Safety and Environmental Manager

2424 SW Andover Street  
Seattle, Washington 98106-1100  
Phone: (206) 933-2238

*with a copy (which shall not constitute notice) to:*

Moore & Van Allen, PLLC  
100 North Tryon Street, Suite 4700  
Charlotte, North Carolina 28202-4003  
Attn: Mike DeLahey  
Phone: (704) 331-3519  
Fax: (704) 339-5819

Grantee: City of Seattle  
SPU Real Property Services  
Post Office Box 34018  
Seattle, Washington 98124-4018  
Phone: (206) 684-5850

Either party may change its contact, address or phone number for notices under this Section of this Easement Agreement by written notice to the other party at the above addresses.

## II. Relinquishment of Prior Easements

Effective upon the acceptance of this Easement Agreement by the Seattle City Council, the City hereby relinquishes all right, title and interest to the Prior Easements.

### 1. Miscellaneous

1. This Easement Agreement and each of the terms, provisions, conditions and covenants herein have been explicitly negotiated between the parties and the language in all parts of this Easement Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party. All titles and section headings are for convenience only and shall not be used to resolve disagreements over interpretation. All recitals and exhibits are by this reference made a part of this Easement Agreement.
2. The waiver by either party of any breach or violation by the other party of any provision of this Easement Agreement, or of any right or remedy of the waiving party hereunder, shall not waive or be construed to waive any subsequent breach or violation of that or any other provision, or any other right or remedy of the waiving party, and shall be in writing and may not be presumed or inferred from either party's conduct.
3. If any provision of this Easement Agreement is held or determined to be illegal, invalid or unenforceable under any present or future law by a court of competent jurisdiction: (a) such provision will be fully severable; (b) this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Easement Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, Grantor and Grantee agree to negotiate in good faith a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.
4. The parties expressly agree that there is no intent herein to convey any other rights except those that are granted in this Easement Agreement. This Easement Agreement does not, and shall not be construed to grant any rights to the public in general. The terms and provisions of this Easement Agreement are intended solely for the benefit of Grantor and Grantee, and are not intended to confer

third-party beneficiary rights upon any other person or entity whatsoever. The parties do not intend for this Easement Agreement to convey fee title in any form or any other interest other than a non-exclusive permanent easement for the Purposes. The relationship between the parties established by this Easement Agreement is solely that of grantor and grantee. Nothing contained herein shall constitute Grantee as an agent, partner, or joint venturer of Grantor; and nothing contained herein shall grant Grantee the right or authority to create any obligation of any kind on behalf of Grantor.

5. This Easement Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof. The recitals set forth above are incorporated herein by this reference, and this Easement Agreement shall be construed in light thereof. Any modification to or amendment of this Easement Agreement must be in a writing signed by both Grantor and Grantee. This Easement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

Grantor and Grantee hereby represent and warrant to each other that it has necessary authorization to enter into this Easement Agreement and that it has been executed by a duly authorized officer of Grantor and Grantee respectively.

General Recycling of Washington,  
LLC, a Delaware limited liability  
company

By Matthew J. Lyons  
Matthew J. Lyons, Vice President

Date May 12<sup>th</sup>, 2011

STATE OF Washington )  
COUNTY OF King )

I certify that I know or have satisfactory evidence that Matthew J. Lyons is the person who appeared before me and signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Vice President of General Recycling of Washington, LLC, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 12 day of May, 2011

The City of Seattle  
Seattle Public Utilities

By Ray Hoffman  
Ray Hoffman, Director

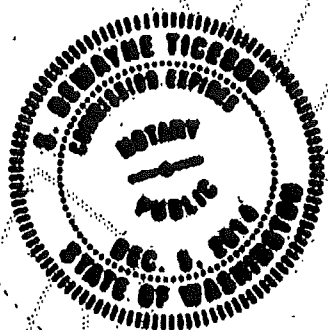
Date May 25, 2011

NAME Roxanna E. Kotchko  
(Print name) Roxanna E. Kotchko  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at Seattle Kent  
My appointment expires: 01-17-2012

STATE OF Wash )  
COUNTY OF King ) SS.

I certify that I know or have satisfactory evidence that Ray Hoffman is the person who appeared before me and signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as Director of Seattle Public Utilities of the City of Seattle, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 25<sup>th</sup> day of May, 2011



NAME DeWayne Ticeason  
(Print name): DeWayne Ticeason  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at Seattle  
My appointment expires: 12-5, 2014



EXHIBIT A

THE VACATED AREA

THOSE PORTIONS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M., KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

THAT PORTION OF SOUTHWEST DAKOTA STREET LYING BETWEEN THE EASTERLY MARGIN OF WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY CITY OF SEATTLE STREET NAME ORDINANCE 104919 AND THE SOUTHWESTERLY MARGIN OF THE DUWAMISH WATERWAY

TOGETHER WITH:

THAT PORTION OF SOUTHWEST IDAHO STREET LYING BETWEEN THE EASTERLY MARGIN OF SAID WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE AND SAID SOUTHWESTERLY MARGIN OF THE DUWAMISH WATERWAY.

TOGETHER WITH:

THAT PORTION OF SAID WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 414; PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON.

THENCE NORTH  $23^{\circ}02'30''$  WEST ALONG THE EASTERLY MARGIN OF SAID WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE, A DISTANCE OF 326.01 FEET TO A POINT HEREON REFERRED TO AS POINT "A";

THENCE CONTINUING NORTH  $23^{\circ}02'30''$  WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 246.25 FEET;

THENCE SOUTH  $13^{\circ}12'45''$  EAST, A DISTANCE OF 643.65 FEET, TO THE WESTERLY PRODUCTION OF THE SOUTHERLY MARGIN OF SOUTHWEST IDAHO STREET;

THENCE NORTH  $90^{\circ}00'00''$  EAST, ALONG SAID WESTERLY PRODUCTION OF THE SOUTHERLY MARGIN OF SOUTHWEST IDAHO STREET, A DISTANCE OF 119.40 FEET, TO SAID EASTERLY MARGIN;

THENCE NORTH  $23^{\circ}02'30''$  WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 108.67 FEET TO THE POINT OF BEGINNING.

EXHIBIT A (continued)

THE VACATED AREA

EXCEPT:

THAT PORTION OF SAID WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE AS FOLLOWS:  
BEGINNING AT THE AFORESAID POINT "A"

THENCE NORTH 23°02'30" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 246.25 FEET TO THE WESTERLY PRODUCTION OF THE NORTH LINE OF LOT 7, BLOCK 414, OF SAID PLAT;  
THENCE SOUTH 13°12'45" EAST, A DISTANCE OF 232.77 FEET;  
THENCE NORTH 90°00'00" EAST, ALONG SAID WESTERLY PRODUCTION OF THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 49.18 FEET TO SAID POINT "A" AND THE POINT OF BEGINNING.

CONTAINING 201,472 SQUARE FEET OR 4.63 ACRES, MORE OR LESS.



EXHIBIT A (continued)

THE VACATED AREA

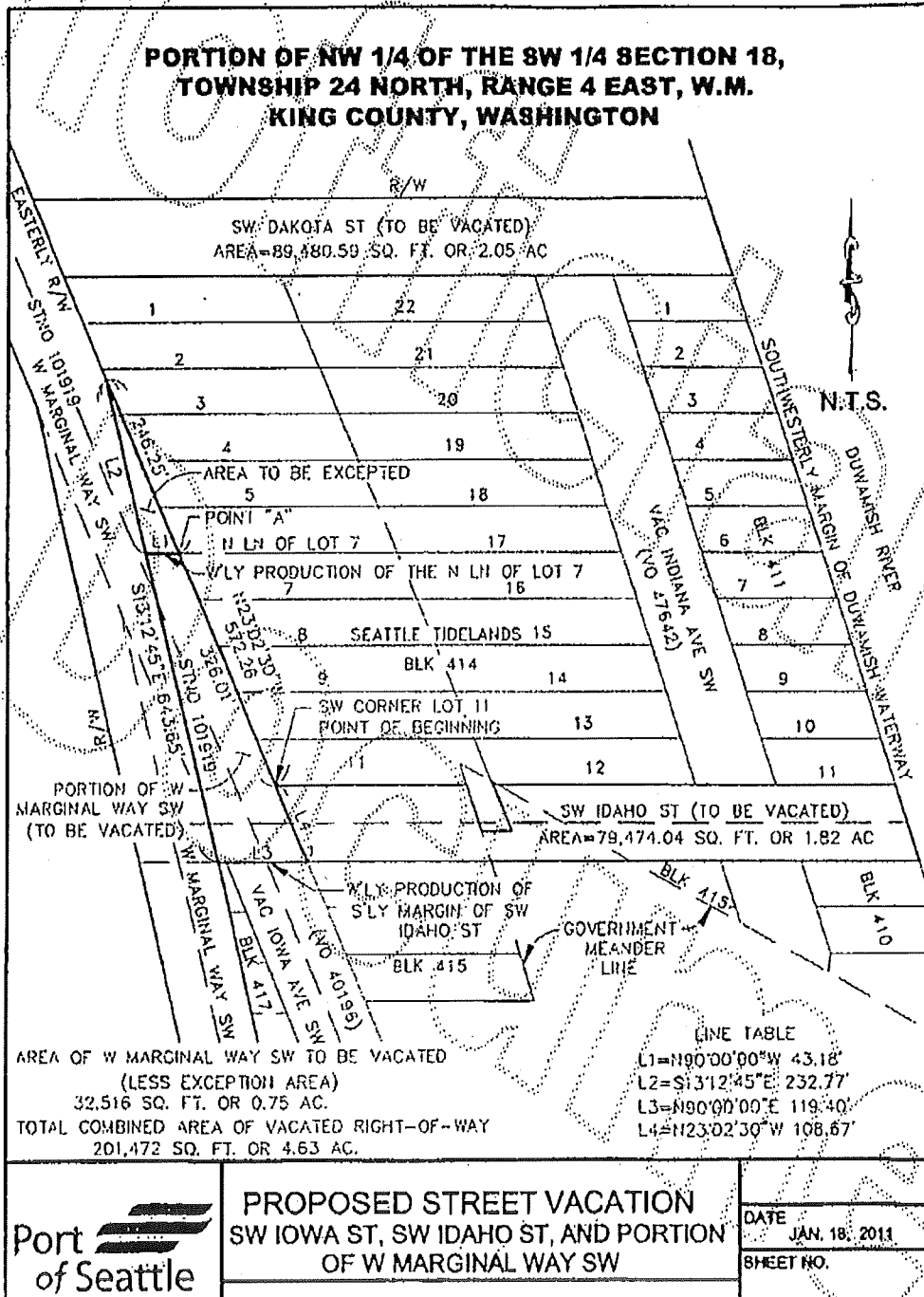


EXHIBIT B-1

ACCESS EASEMENT AREA

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M., KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 414, PLAT OF SEATTLE TIDE LANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON;

THENCE SOUTH 23°02'30" EAST, ALONG THE EASTERLY MARGIN OF WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY CITY OF SEATTLE STREET NAME ORDINANCE 101919, A DISTANCE OF 43.29 FEET;

THENCE NORTH 89°23'10" WEST, A DISTANCE OF 78.42 FEET;

THENCE SOUTH 38°56'46" WEST, A DISTANCE OF 36.63 FEET, TO THE EASTERLY MARGIN OF WEST MARGINAL WAY SOUTHWEST AS IT EXISTED PRIOR TO SAID ORDINANCE;

THENCE NORTH 13°12'45" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 37.99 FEET;

THENCE NORTH 38°56'46" EAST, A DISTANCE OF 27.85 FEET;

THENCE SOUTH 89°23'10" EAST, A DISTANCE OF 62.34 FEET;

THENCE NORTH 23°02'30" WEST, A DISTANCE OF 190.00 FEET;

THENCE SOUTH 66°57'30" WEST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 23°02'30" WEST, A DISTANCE OF 152.72 FEET TO THE WESTERLY PRODUCTION OF THE NORTH LINE OF LOT 7, BLOCK 414, OF SAID PLAT;

THENCE NORTH 90°00'00" EAST, ALONG THE PRODUCTION OF SAID NORTH LINE, A DISTANCE OF 33.69 FEET TO THE EASTERLY MARGIN OF WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE;

THENCE SOUTH 23°02'30" EAST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 326.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,967 SQUARE FEET OR 0.25 ACRES, MORE OR LESS.



EXHIBIT B-1 (Continued)  
ACCESS EASEMENT AREA

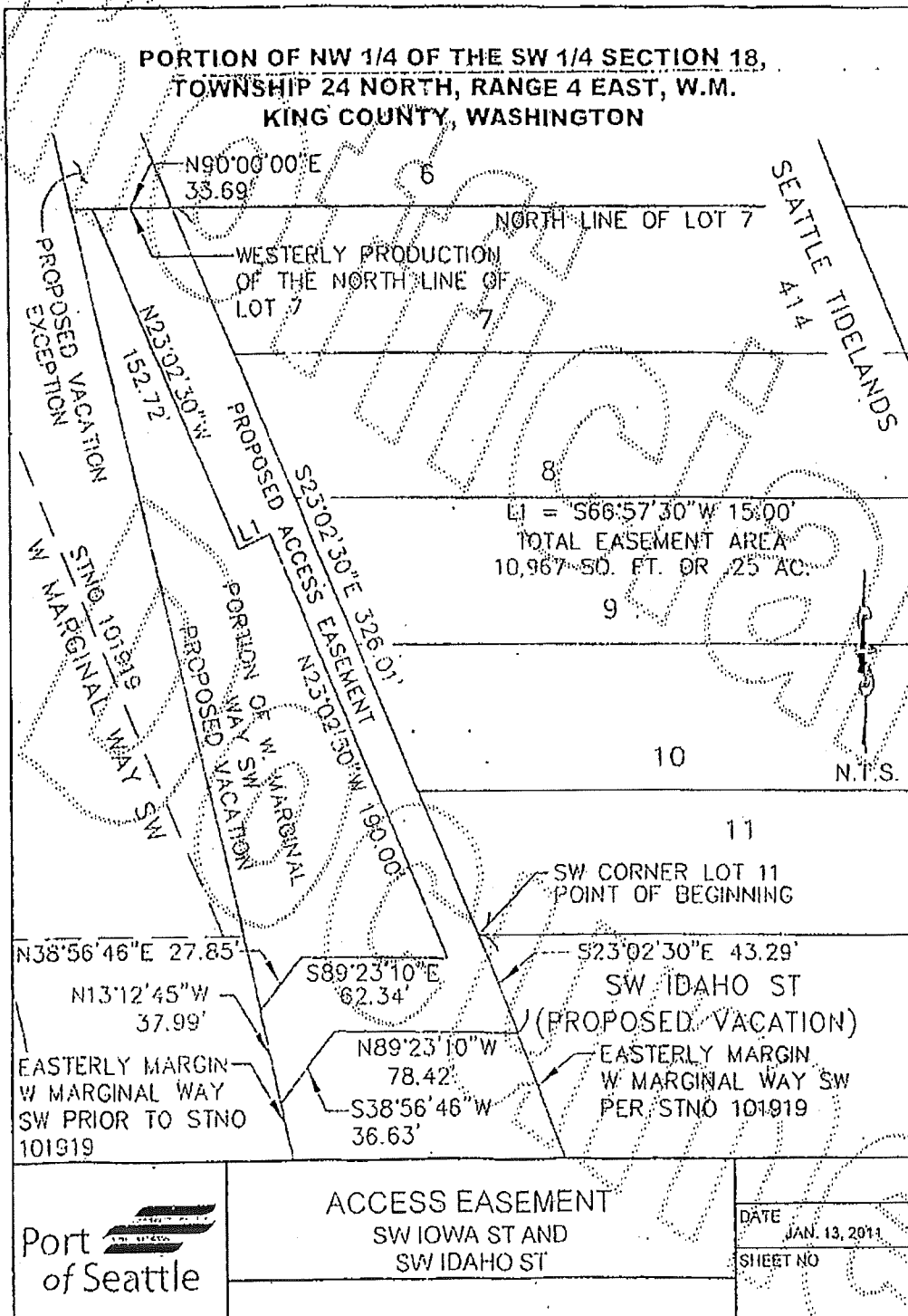


EXHIBIT B-2

UTILITY EASEMENT AREA

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M., KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 414, PLAT OF SEATTLE TIDE LANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON;

THENCE NORTH 23°02'30" WEST, ALONG THE EASTERLY MARGIN OF WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY CITY OF SEATTLE STREET NAME ORDINANCE 101919; A DISTANCE OF 326.01 FEET TO THE WESTERLY PRODUCTION OF THE NORTH LINE OF LOT 7;

THENCE NORTH 90°00'00" WEST, ALONG SAID WESTERLY PRODUCTION, A DISTANCE OF 17.39 FEET;

THENCE SOUTH 23°02'30" EAST, A DISTANCE OF 336.34 FEET;

THENCE NORTH 89°23'10" WEST, A DISTANCE OF 62.34 FEET;

THENCE SOUTH 38°56'46" WEST, A DISTANCE OF 27.85 FEET TO THE EASTERLY MARGIN OF WEST MARGINAL WAY SOUTHWEST AS IT EXISTED PRIOR TO SAID ORDINANCE;

THENCE SOUTH 13°12'45" EAST, ALONG THE EASTERLY MARGIN OF SAID WEST MARGINAL WAY SOUTHWEST AS IT EXISTED PRIOR TO SAID ORDINANCE, A DISTANCE OF 37.99 FEET;

THENCE NORTH 38°56'46" EAST, A DISTANCE OF 36.63 FEET;

THENCE SOUTH 89°23'10" EAST, A DISTANCE OF 45.58 FEET;

THENCE SOUTH 03°22'45" EAST, A DISTANCE OF 60.62 FEET TO THE WESTERLY PRODUCTION OF THE SOUTHERLY MARGIN OF SOUTHWEST IDAHO STREET TO BE VACATED;

THENCE NORTH 90°00'00" EAST, ALONG THE WESTERLY PRODUCTION OF SAID SOUTHERLY MARGIN, A DISTANCE OF 12.02 FEET;

THENCE NORTH 03°22'45" WEST, A DISTANCE OF 60.49 FEET;

THENCE SOUTH 89°23'10" EAST, A DISTANCE OF 20.81 FEET TO THE EASTERLY MARGIN OF WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE;

THENCE NORTH 23°02'30" WEST, ALONG THE EASTERLY MARGIN OF WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE; A DISTANCE OF 4.52 FEET;

THENCE SOUTH 89°35'44" EAST, A DISTANCE OF 249.90 FEET TO THE WESTERLY LINE OF PARCEL 6 AS DESCRIBED BY STATUTORY WARRANTY DEED FILED UNDER RECORDING NUMBER 20021209002155, RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTH 18°13'02" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 33.77 FEET, TO A POINT HEREON AFTER REFERRED TO AS POINT "A";

THENCE NORTH 89°35'44" WEST, A DISTANCE OF 253.00 FEET TO THE EASTERLY MARGIN OF WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE;

THENCE NORTH 23°02'30" WEST, ALONG THE EASTERLY MARGIN OF WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE, A DISTANCE OF 3.89 FEET TO THE POINT OF BEGINNING.

EXHIBIT B-2 (Continued)

UTILITY EASEMENT AREA

TOGETHER WITH:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M., KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 12, BLOCK 414, PLAT OF SEATTLE TIDE LANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON AND ALSO THE WEST MARGIN OF VACATED INDIANA AVENUE SOUTHWEST AS DESCRIBED BY CITY OF SEATTLE VACATION ORDINANCE 47642;

THENCE NORTH 90°00'00" WEST, ALONG THE NORTHERLY MARGIN OF SOUTHWEST IDAHO STREET TO BE VACATED, A DISTANCE OF 131.12 FEET;  
THENCE SOUTH 00°02'12" WEST, A DISTANCE OF 6.59 FEET;  
THENCE NORTH 89°35'44" WEST, A DISTANCE OF 136.53 FEET TO THE EASTERLY LINE OF PARCEL 6, AS DESCRIBED BY STATUTORY WARRANTY DEED FILED UNDER RECORDING NUMBER 20021209002155, RECORDS OF KING COUNTY, WASHINGTON;  
THENCE SOUTH 23°02'30" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 34.88 FEET;  
THENCE SOUTH 89°35'44" EAST, A DISTANCE OF 128.70 FEET;  
THENCE SOUTH 00°24'10" WEST, A DISTANCE OF 4.20 FEET;  
THENCE SOUTH 89°35'40" EAST, A DISTANCE OF 12.00 FEET;  
THENCE NORTH 00°24'10" EAST, A DISTANCE OF 4.20 FEET;  
THENCE SOUTH 89°35'44" EAST, A DISTANCE OF 391.52 FEET TO THE SOUTHWESTERLY MARGIN OF THE DUWAMISH WATERWAY;  
THENCE NORTH 17°56'45" WEST, ALONG SAID SOUTHWESTERLY MARGIN, A DISTANCE OF 33.71 FEET;  
THENCE NORTH 89°35'44" WEST, A DISTANCE OF 86.96 FEET;  
THENCE NORTH 00°02'12" EAST, A DISTANCE OF 8.78 FEET TO SAID NORTHERLY MARGIN;  
THENCE NORTH 90°00'00" WEST, ALONG SAID NORTHERLY MARGIN, A DISTANCE OF 73.76 FEET TO THE EAST MARGIN OF SAID VACATED INDIANA AVENUE SOUTHWEST;  
THENCE CONTINUING NORTH 90°00'00" WEST, A DISTANCE OF 105.11 FEET TO THE WEST MARGIN OF SAID VACATED INDIANA AVENUE SOUTHWEST AND THE POINT OF BEGINNING.

TOGETHER WITH:

THAT PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON AND PARCEL 6, AS DESCRIBED BY STATUTORY WARRANTY DEED FILED UNDER RECORDING NUMBER 20021209002155, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

EXHIBIT B-2 (Continued)

UTILITY EASEMENT AREA

BEGINNING AT THE AFORESAID POINT "A";

THENCE SOUTH  $18^{\circ}13'02''$  EAST, ALONG THE WESTERLY LINE OF SAID PARCEL, A  
DISTANCE OF 33.77 FEET;

THENCE SOUTH  $89^{\circ}35'44''$  EAST, A DISTANCE OF 38.94 FEET TO THE EASTERLY  
LINE OF SAID PARCEL;

THENCE NORTH  $23^{\circ}02'30''$  WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF  
34.88 FEET;

THENCE NORTH  $89^{\circ}35'44''$  WEST, A DISTANCE OF 35.85 FEET TO SAID WESTERLY  
LINE, SAID POINT "A", AND THE POINT OF BEGINNING.

ALL CONTAINING 38,210 SQUARE FEET OR 0.88 ACRES, MORE OR LESS.

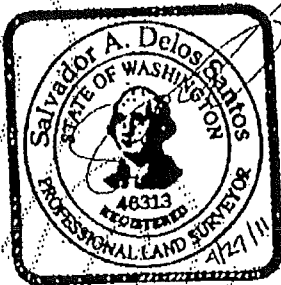
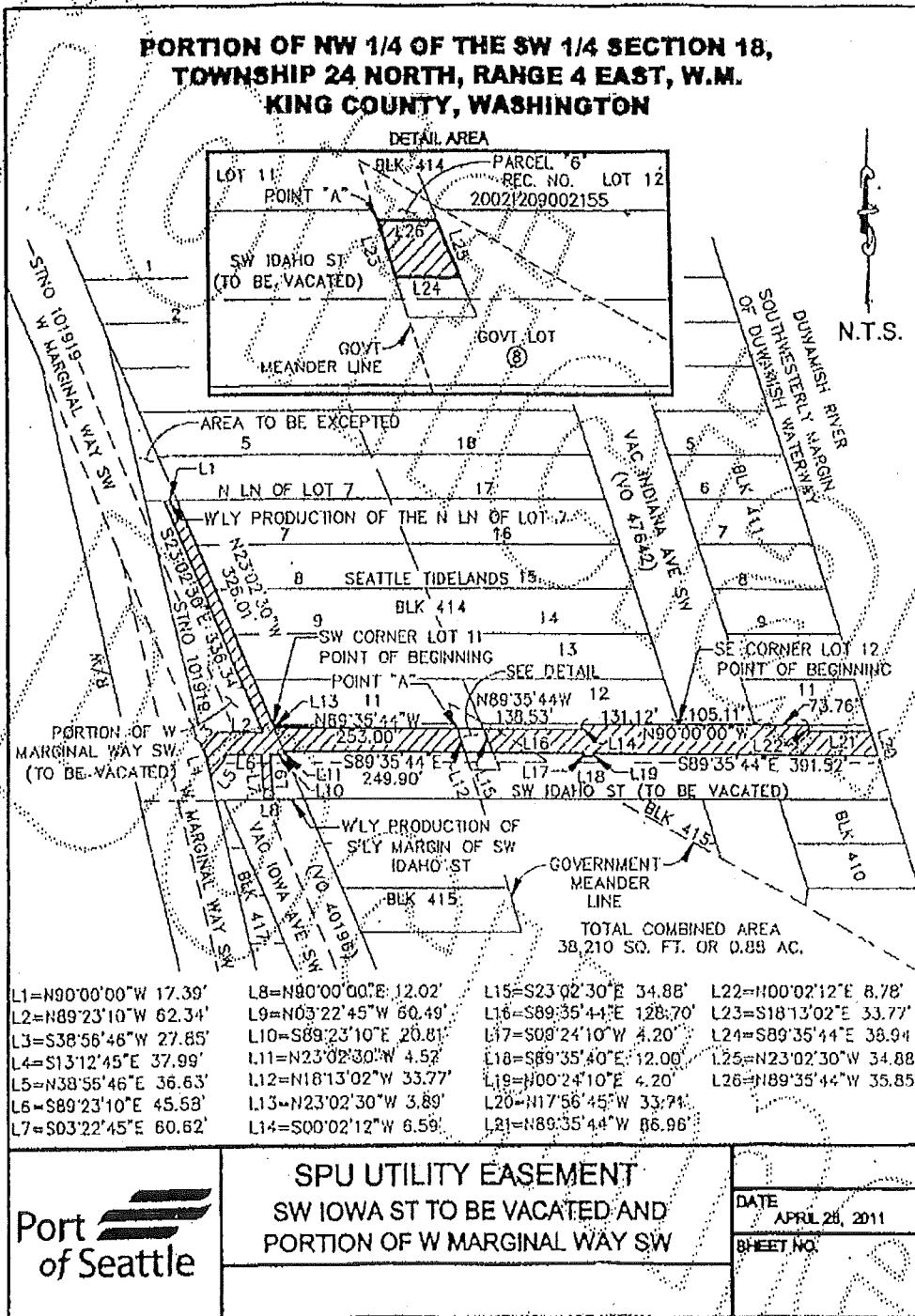




EXHIBIT B-2 (Continued)

UTILITY EASEMENT AREA



# EXHIBIT C

## LOAD LIMITATIONS

### AASHTO Standard Specification for Highway Bridges (as amended)

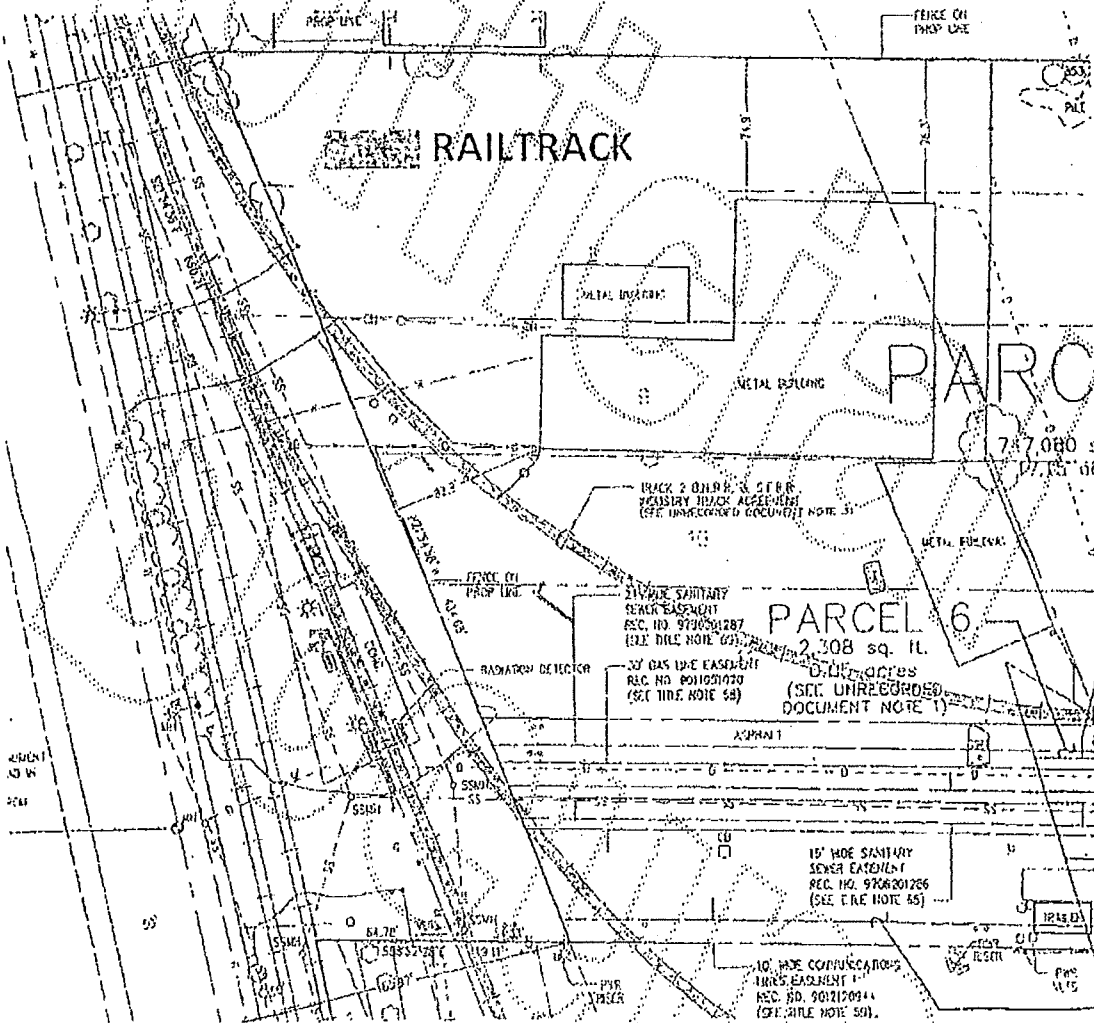
#### Load Specifications

Minimum Traffic Conditions	Illustration	Wheel Load (lbs.) (1/2 of Axle Load + 30% Impact)	Loading	Load Distribution	
				A	B
Truck Traffic 37,500 lb. Axle Load On 3 wheels		20,800	H-20	20'	20' + (2s)
Truck Traffic 37,500 lb. Axle Load On 3 wheels		13,600	H-15	15'	15' + (2s)
10,000 lb. Capacity Unit Truck 14,400 lb. Vehicle 24,400 lb. Total Load 85% Drive Axle Load		13,480	5 Ton	11'	11' + (2s)
5,000 lb. Capacity Unit Truck 8,000 lb. Vehicle 13,000 lb. Total Load 65% Drive Axle Load		8,450	3 Ton	7'	7' + (2s)
2,000 lb. Capacity Unit Truck 4,000 lb. Vehicle 6,000 lb. Total Load 55% Drive Axle Load		3,425	1 Ton	4'	4' + (2s)

#### Notes:

- For continuous spans, use continuity factor = .80
- This distribution results in larger plating sizes for lighter trucks on shorter spans. If H-20 loading is specified the worst condition should be used as the design criteria.

# RAILTRACK



### **FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Seattle Department of Transportation	Beverly Barnett/684-7564	Rebecca Guerra/684-5339

AN ORDINANCE vacating a portion of Southwest Dakota Street between West Marginal Way Southwest and the Southwesterly margin of the Duwamish Waterway, a portion of Southwest Idaho Street between West Marginal Way Southwest and the Southwesterly Margin of the Duwamish Waterway, and a portion of West Marginal Way Southwest between Southwest Dakota Street and Southwest Idaho Street in the Duwamish Industrial Area of Seattle on the petition of the Port of Seattle; accepting a public access easement from the Port of Seattle for public access to the shoreline area at Terminal 105; accepting a public access easement from the Port of Seattle for public access to the shoreline area at Terminal 107; accepting easement agreements from each of the Port of Seattle and JD Anderson, LLC for the construction, operation, and maintenance of stormwater drainage facilities; and accepting an easement and relinquishment of easement agreement from General Recycling of Washington, LLC for the construction, operation, and maintenance of a stormwater drainage facility and sanitary sewer facility, and relinquishment of an easement for sewer line, as reflected in Clerk File 297660.

#### **Summary of the Legislation:**

This Council Bill completes the vacation process for a portion of Southwest Dakota Street between West Marginal Way Southwest and the Duwamish River, a portion of Southwest Idaho Street between West Marginal Way Southwest and the Duwamish River, and a portion of West Marginal Way Southwest between Southwest Dakota Street and Southwest Idaho Street in the Duwamish Industrial Area of Seattle (the "Street Property") on the petition of the Port of Seattle (the "Petitioner"). This legislation also accepts two perpetual non-exclusive easements for access to public benefit facilities and improvements at Terminal 105 and Terminal 107 in the Duwamish Industrial Area of Seattle, two easements for access to construct, operate, and maintain a stormwater drainage facility located within the Street Property, and an easement and relinquishment of easement agreement to construct, operate, and maintain a stormwater drainage facility and a sanitary sewer system located within the Street Property and relinquishment of an easement agreement erroneously granted to the City by Birmingham Steel Corporation.

#### **Background:**

(Include a brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable.)

The Petitioner sought to vacate a portion of Southwest Dakota Street, a portion of Southwest Idaho Street, and a portion of West Marginal Way Southwest to facilitate the redevelopment of Terminal 105. The redevelopment included demolition of existing surface structures, construction of new rail spurs, development of required utilities, realignment of site access,

fencing, and storm water drainage systems in order to manage the processing, storage, and transportation of recyclable scrap metal for local steel production plants.

On February 3, 1997, the City Council voted to conditionally grant the Petitioner's petition to vacate portions of street right-of-way. To meet its public benefit requirement the Petitioner developed two public shoreline access sites on West Marginal Way Southwest at Terminal 105 and Terminal 107 incorporating a park at each terminal. The parks collectively incorporate many amenities, most notably are the wildlife and salmon habitats, boat launch, restored shoreline, landscaping, sidewalks, benches and tables, a shoreline path, and signage as anticipated in the Comprehensive Public Access Plan for the Duwamish Waterway.

Please check one of the following:

☒ **This legislation does not have any financial implications.**

☐ **This legislation has financial implications.**

**Other Implications:**

**a) Does the legislation have indirect financial implications, or long-term implications?**

This legislation does not accept or appropriate funds.

**b) What is the financial cost of not implementing the legislation?**

This vacation petition has already been approved by the Seattle City Council which obligates the City to complete the vacation process, provided that the petitioner meets all the conditions imposed by the Council. The Petitioner has met all the conditions. Therefore, by not implementing this legislation, the City would be in violation of its obligations, which could have financial implications.

**c) Does this legislation affect any departments besides the originating department?**

Yes. The conditions required utility easements for Seattle Public Utilities to construct, operate, and maintain stormwater drainage facilities and a sanitary sewer system within the Street Property. The easements have been granted and are being accepted through this legislation.

**d) What are the possible alternatives to the legislation that could achieve the same or similar objectives?**

None. This legislation completes the vacation process.

**e) Is a public hearing required for this legislation?**

No.

**f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**

No.

**g) Does this legislation affect a piece of property?**

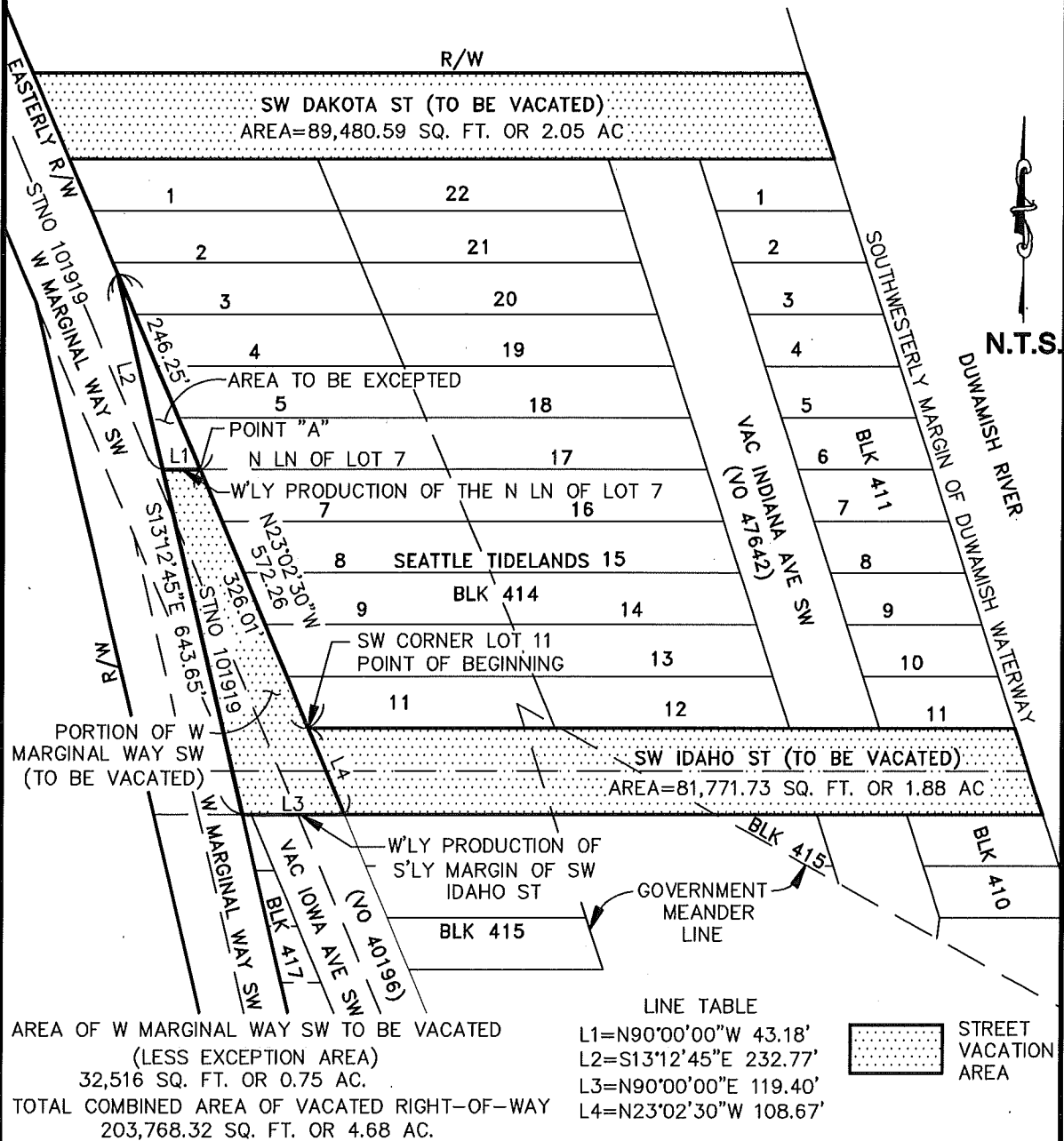
Yes, it completes the vacation of right-of-way.

**h) Other Issues:**

**List attachments to the fiscal note below:**

Exhibit A: Street Vacation Map  
Exhibit B: Vacation Vicinity Map

**PORTION OF NW 1/4 OF THE SW 1/4 SECTION 18,  
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.  
KING COUNTY, WASHINGTON**



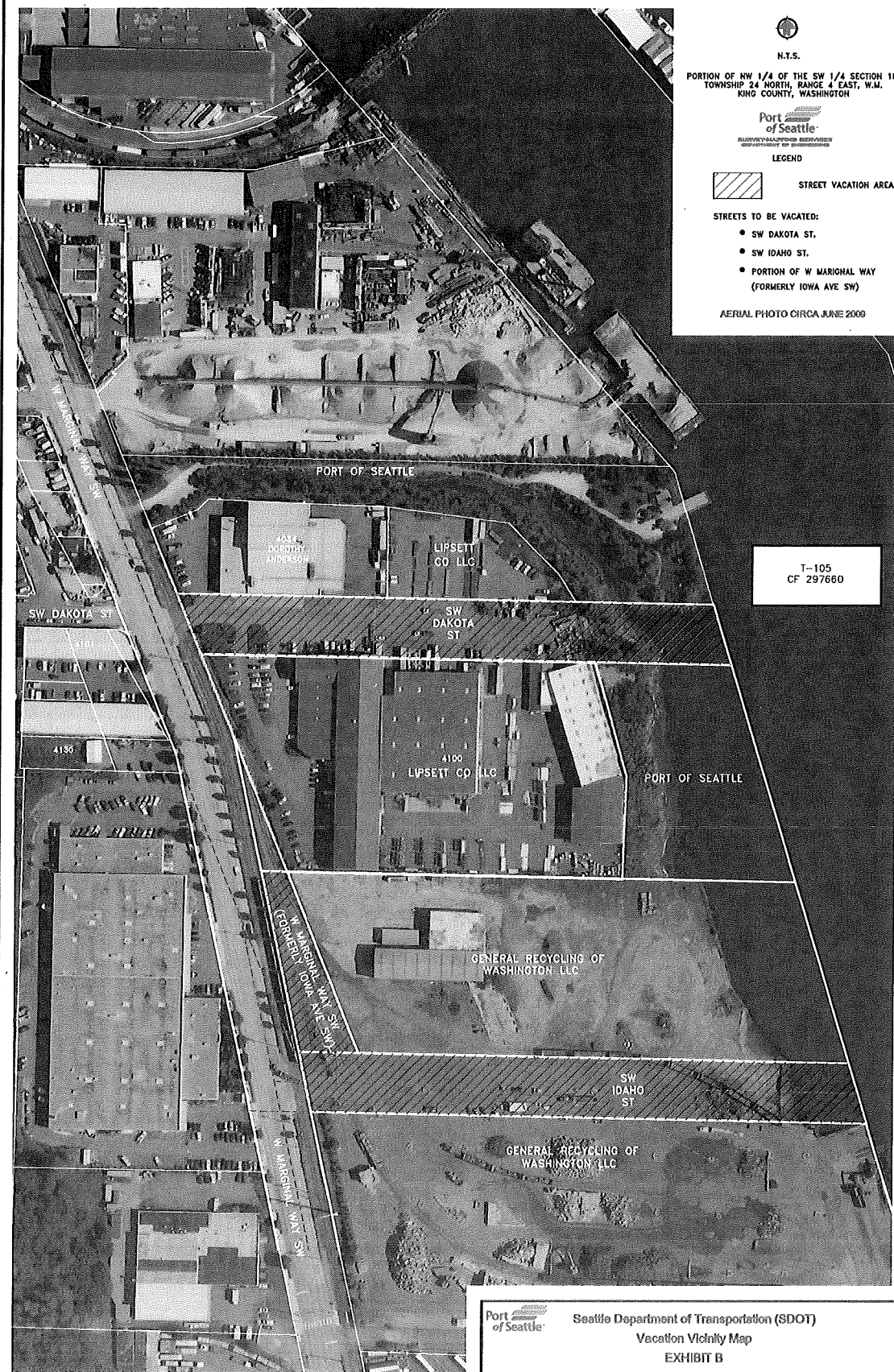
**PROPOSED STREET VACATION  
SOUTHWEST DAKOTA STREET,  
SOUTHWEST IDAHO STREET, AND PORTION  
OF WEST MARGINAL WAY SOUTHWEST**

**EXHIBIT "A"**

**DATE**  
MAR. 02, 2011

**SHEET NO.**

**03 OF 03**







City of Seattle  
Office of the Mayor

March 27, 2012

Honorable Sally J. Clark  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill that would complete the vacation process for the Port of Seattle (Petitioner). The Petitioner sought to vacate a portion of Southwest Dakota Street and a portion of Southwest Idaho Street, between West Marginal Way Southwest and the Duwamish River, and a portion of West Marginal Way Southwest between Southwest Dakota Street and Southwest Idaho Street to facilitate the redevelopment of Terminal 105 in the Duwamish Industrial Area of Seattle.

This legislation also accepts two perpetual non-exclusive easements for access to public benefit facilities and improvements at Terminal 105 and Terminal 107, two easements for access to construct, operate, and maintain stormwater drainage facilities located within the street property, and an easement and relinquishment of easement agreement to construct, operate, and maintain a stormwater drainage facility and a sanitary sewer system located within the street property and relinquish an easement agreement erroneously granted to the City by Birmingham Steel Corporation.

On February 3, 1997, the City Council voted to conditionally grant the Petitioner's petition to vacate portions of street right-of-way. Consistent with the Comprehensive Public Access Plan for the Duwamish Waterway, the Port provided and improved two shoreline public access sites on West Marginal Way Southwest at Terminal 105 and Terminal 107 incorporating a park at each terminal. The parks collectively incorporate many amenities, most notably are the wildlife and salmon habitats, boat launch, restored shoreline, landscaping, sidewalks, benches and tables, a shoreline path, and signage.

Thank you for your support of this legislation that facilitated the redevelopment of Terminal 105 along the Duwamish Waterway. If you have any questions please contact Beverly Barnett at (206) 684-7564.

Sincerely,

*David D. Smith*  
Deputy Mayor for Mike McGinn  
Mayor of Seattle

Michael McGinn  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor  
Office of the Mayor  
600 Fourth Avenue, 7<sup>th</sup> Floor  
PO Box 94749  
Seattle, WA 98124-4749

Tel (206) 684-4000  
Fax (206) 684-5360  
TDD (206) 615-0476  
mike.mcgin@seattle.gov

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**STATE OF WASHINGTON – KING COUNTY**

--SS.

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284669  
CITY OF SEATTLE, CLERKS OFFICE

No. 123884,885,886,887,888

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:TITLE ONLY ORDINANCE

was published on


05/30/12

The amount of the fee charged for the foregoing publication is the sum of \$ 167.40, which amount has been paid in full.

MELISSA M. DOWD  
STATE OF WASHINGTON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
11-21-15

  
Subscribed and sworn to before me on

05/30/12

  
Notary public for the State of Washington,  
residing in Seattle

Affidavit of Publication

# State of Washington, King County

## City of Seattle

### Title Only Ordinances

The full text of the following legislation, passed by the City Council on May 14, 2012, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Contact: Office of the City Clerk at (206) 684-8344.

#### ORDINANCE NO. 123884

AN ORDINANCE vacating a portion of Southwest Dakota Street between West Marginal Way Southwest and the Southwesterly margin of the Duwamish Waterway, a portion of Southwest Idaho Street between West Marginal Way Southwest and the Southwesterly Margin of the Duwamish Waterway, and a portion of West Marginal Way Southwest between Southwest Dakota Street and Southwest Idaho Street in the Duwamish Industrial Area of Seattle on the petition of the Port of Seattle; accepting a public access easement from the Port of Seattle for public access to the shoreline area at Terminal 105; accepting a public access easement from the Port of Seattle for public access to the shoreline area at Terminal 107; accepting easement agreements from each of the Port of Seattle and JD Anderson, LLC for the construction, operation, and maintenance of a new public access easement from the Port of Seattle to the shoreline area at Terminal 105; and for other purposes.

Ref 12-43701, filed on May 25, (Ch. 7)  
South 30th St. A-2, Tacoma, WA 98409, Ulysses T Fernandez, xxx-xx-1865, 5002 Ref 12-43700, filed on May 25, (Ch. 7)  
E. Lakeshore Dr. W, Shelton, WA 98584, Patrick Michael Walsh, xxx-xx-4532, 501 Ref 12-43699, filed on May 25, (Ch. 7)  
Ferdinand St, Tacoma, WA 98409-1219, Thuy Thanh Luu, xxx-xx-5442, 6005 S filed on May 25, (Ch. 7)  
Vancouver, WA 98683, Ref 12-43698, xx-5965, xxx-xx-8355, 14208 SE 15th Cir, Alva Lucille Koch, Patrick Jay Koch, xxx-12-43697, filed on May 25, (Ch. 7)

Trustee: Anthony V. Harris, Esq. 206-812-5133  
Sale: August 24th, 10 am, King County Administration Building  
Roger D Stark, 601 Cedar Dr SE, Auburn, WA 98002  
Prop. Info: L10, CEDAR LANES DIV NO 2, 601 Cedar Dr SE, Auburn WA, 98002, 3 bedrooms, 1 bath, built in 1960, last sold 09/29/98 for \$126,990.  
Financial Info: Assessed: \$189,000, Principal: \$168,117, Arrears: \$26,372, Lot size 7,950, Total living area 1,380, Filing Info: Auditor: 20120523001394, Tax# 1450100100, DOT# 20041101000274.  
Beneficiary: Deutsche Bank National Trust Co.  
Trustee: Regional Trustee Svcs (206)