

Ordinance No. 122351

Council Bill No. 115834

AN ORDINANCE relating to the acquisition of approximately 4.0 acres of property composed of uplands, banks and submerged lands of Slip 4 ("the Property"), an arm of the Lower Duwamish Waterway, from Crowley Marine Services, Inc. and its related entities; authorizing a Purchase and Sale Agreement and acceptance of a Special Warranty Deed for the Property; and placing the Property under the jurisdiction of Seattle Public Utilities.

CF No. _____

Date Introduced:	<u>2-26-07</u>	
Date 1st Referred:	To: (committee)	
<u>2-26-07</u>	<u>Environ. Emergency Mgmt</u>	
Date Re - Referred:	To: (committee)	<u>Util.</u>
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
<u>3-5-07</u>	<u>9-0</u>	
Date Presented to Mayor:	Date Approved:	
<u>3-6-07</u>	<u>3-12-07</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/>
<u>3-13-07</u>	<u>Title 2145</u>	F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

cn

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: Richard Conlin
Councilmember

Committee Action:

2/27/06 passed unanimously 3-0 yes
Conlin, Clark, Lizate

3-5-07 Passed 9-0

This file is complete and ready for presentation to Full Council. Committee: RC 2/27/07
(initial/date)

Law Department

Law Dept. Review

OMP Review

City Clerk Review

Electronic Copy Loaded

Indexed

Stephen Karbowski/srk
SPUSlip4ORD
February 23, 2007
Version #5a

ORDINANCE 122351

AN ORDINANCE relating to the acquisition of approximately 4.0 acres of property composed of uplands, banks and submerged lands of Slip 4 ("the Property"), an arm of the Lower Duwamish Waterway, from Crowley Marine Services, Inc. and its related entities; authorizing a Purchase and Sale Agreement and acceptance of a Special Warranty Deed for the Property; and placing the Property under the jurisdiction of Seattle Public Utilities.

WHEREAS, the City of Seattle ("the City") has taken the lead in the investigation and cleanup of contaminated sediments in the Slip 4 Early Action Area ("Slip 4 EAA") of the Lower Duwamish Superfund Site, as authorized by Ordinance 121590, which was passed by the Seattle City Council on September 13, 2004 and signed by the Mayor on September 22, 2004;

WHEREAS, the City, as authorized by Ordinance 121590, has entered into an Administrative Settlement Agreement and Order on Consent (ASAOC) for Removal Action with the U.S. Environmental Protection Agency ("EPA"), for the cleanup of the Slip 4 EAA; and

WHEREAS, the City and King County have entered into a cost-sharing arrangement for the investigation and cleanup of the Slip 4 EAA; and

WHEREAS, the cost of the cleanup work will be reduced by at least 1.5 million dollars if future navigational dredging of the Slip 4 EAA can be avoided; and

WHEREAS, City purchase of the Property will prevent future navigational dredging, expedite the cleanup, restore natural habitat within the Slip 4 EAA, and provide potential for recreational opportunities such as wildlife viewing and kayaking; and



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1
2 WHEREAS, the cleanup alternative selected by EPA and described in EPA's Action
3 Memorandum for a Non-Time-Critical Removal Action at the Slip 4 Early Action Area,
4 dated May 5, 2006, is protective of human health and the environment and includes
5 significant restoration of habitat within the Slip 4 EAA; and

6 WHEREAS, the alternative selected by EPA requires purchase of the Property by the City, and

7 WHEREAS, the EPA selected alternative has significant public support; NOW, THEREFORE,

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

9 Section 1. Seattle Public Utilities is authorized to acquire either by purchase or by
10 eminent domain, the property legally described in Exhibit A to Attachment 1 (the "Property") for
11 an acquisition price of not to exceed Five Hundred and Fifty Thousand Dollars (\$550,000.00),
12 and other costs required for the City to obtain title and rights to the Property, in the amount of
13 approximately \$6,000.

14 Section 2. The Director of Seattle Public Utilities is authorized to execute a Purchase and
15 Sale Agreement for the Property (substantially in the form as attached to this Ordinance as
16 Attachment 1) and such other documents as the Director deems necessary to consummate the
17 acquisition of the Property.
18

19 Section 3. The Director of Seattle Public Utilities is authorized to accept and record a
20 Special Warranty Deed to the Property. The Property thus acquired shall be placed under the
21 jurisdiction of Seattle Public Utilities.
22

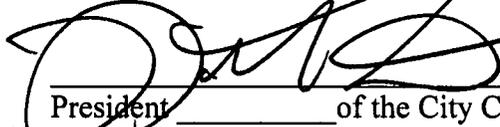
23 Section 4. Any act consistent with the authority of this ordinance that is taken after
24 passage of this ordinance but prior to its effective date is hereby ratified and confirmed.
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26
27



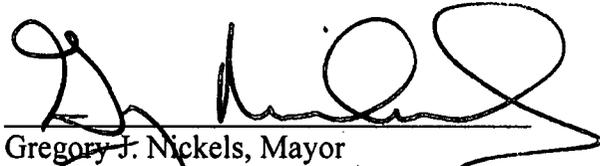
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1 Section 5. This ordinance shall take effect and be in force thirty (30) days from and after
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
3 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

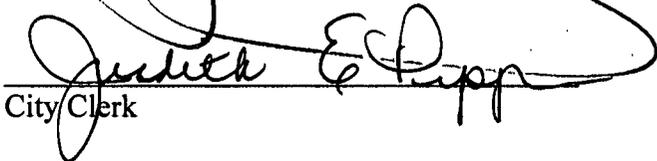
4 Passed by the City Council the 5th day of March, 2007, and signed by me in
5 open session in authentication of its passage this 5th day of March, 2007.

6
7 
8 President _____ of the City Council

9 Approved by me this 12th day of March, 2007.

10
11 
12 Gregory J. Nickels, Mayor

13 Filed by me this 13th day of March, 2007.

14
15 
16 City Clerk

17 (Seal)

18
19
20 List of Attachments:

- 21 Attachment 1. -- Real Estate Purchase and Sale Agreement, with Exhibits A-E:
22 Exhibit A – Property Description
23 Exhibit B – Permitted Title Exceptions
24 Exhibit C – Limited Release Agreement
25 Exhibit D – Limited Indemnity Agreement
26 Exhibit E – Construction Access Options



REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the ___ day of _____, 2007, by THE CITY OF SEATTLE ("City"), a Washington municipal corporation, EIGHTH AVENUE TERMINALS, INC., a California corporation, formerly known as Pacific Terminals, Inc. (collectively known as "PTI"), and CROWLEY MARINE SERVICES, INC. ("Crowley"), a Delaware corporation. The real property that is the subject of this Agreement is located in King County, Washington and is legally described in the attached Exhibit A (hereafter the "Property"). The Property is a portion of the parcel known as Revised Slip #4 and a portion of the parcel known as Parcel D, which parcels were created by Lot Line Adjustment recorded under Recording No. 9212019002, records of King County, Washington. Crowley owns Parcel D and PTI owns Revised Slip #4.

Section 1. Purchase Price. Subject to the terms of this Agreement, PTI and Crowley shall sell and City shall buy the Property for a price of FIVE HUNDRED AND FIFTY THOUSAND DOLLARS (\$550,000) (the "Purchase Price") payable as follows:

1.1 Deposit. Within five (5) business days of the execution of this Agreement by all parties, City shall open an escrow account with Chicago Title Insurance Company located at 701 Fifth Avenue, Suite 3400, Seattle, WA 98104 (hereafter "Escrow Agent"), and deliver to Escrow Agent a deposit of FIFTY-FIVE THOUSAND DOLLARS (\$55,000) (the "Deposit") together with a fully executed copy of this Agreement. Escrow Agent shall place the Deposit in an interest-bearing account for the benefit of the City and shall apply or disburse the Deposit as provided in this Agreement.

1.2 Remainder of Purchase Price. The balance of the Purchase Price shall be payable in cash, certified funds, or wire transfer at Closing.

Section 2. Title. Each of PTI and Crowley shall convey good, marketable, and insurable title to the portion of the Property which it owns to the City by special warranty deed, subject to the liens, encumbrances, defects, easements, leases, conditions, covenants, agreements, releases, rights, and restrictions listed on the attached Exhibit B and any others accepted in writing by the City (collectively referred to as "Permitted Title Exceptions").

Section 3. Title Insurance. Title to the Property shall be insured under an ALTA owner's title insurance policy issued pursuant to the preliminary commitment for title insurance from Chicago Title Insurance Company, under order number 1210101 (the "Commitment"), subject only to the Permitted Title Exceptions. If any additional title exceptions are reported after the date of this Agreement, and if the exception(s) are not acceptable to the City, the City shall have the right to terminate this Agreement by written notice to Crowley and PTI within 30 days after receipt of the new exception(s)



and in that event the Deposit shall be returned to the City. If the City does not elect to terminate this Agreement, the new exception(s) shall become Permitted Title Exceptions.

Section 4. Pier Responsibilities

4.1 Pier. The legal description of the Property in Exhibit A includes a portion of a pier located on and over a portion of the Property up to the face of the bulkhead along the bank of the slip underneath the pier. In acquiring the Property, the City is also acquiring ownership of the pier and pilings located on the Property, and the City agrees to be responsible for all maintenance, repair and/or removal of the portions of the pier which it owns in accordance with all applicable institutional controls or requirements imposed by the United States Environmental Protection Agency ("EPA") or the Washington State Department of Ecology ("Ecology") or that are necessary to implement and/or maintain any CERCLA or MTCA remedy involving the Property. Crowley agrees to be responsible for all maintenance, repair and/or removal of the bulkhead itself; provided, however, that the City shall be responsible for and shall indemnify, hold harmless and defend Crowley and PTI against any property damage, personal injury, or penalties, including reasonable attorney's fees, to the extent arising from damage to the bulkhead caused by the acts or omissions of the City or its contractors, whether during pier maintenance, repair and/or removal work, and implementation of any CERCLA or MTCA remedy involving the Property through completion of the Slip 4 Early Action Area Removal Action; however, the City shall not be responsible for and shall not indemnify Crowley and PTI against property damage, personal injury or penalties to the extent arising from damage to the bulkhead that is caused by the acts or omissions of Crowley or PTI.

Crowley agrees that prior to Closing, it will disconnect or relocate power and water utilities currently located at or under portions of the pier that the City will own and shall notify the City when this work has been completed so that demolition of these utilities can be safely performed in conjunction with demolition of the City's portion of the pier.

Section 5. Access and Temporary Occupancy.

5.1 Upland Access and Temporary Occupancy. Crowley acknowledges that the City will need access and temporary occupancy of a portion of Crowley's property to perform construction and removal work (including pre-construction planning, surveying and inspection work) required by EPA pursuant to the Administrative Settlement Agreement and Order on Consent for Slip 4 Removal Action ("ASAOC") (collectively the "Removal Work"). In accordance with the terms described in this Section 5, Crowley is committed to cooperating with the City to negotiate with existing Crowley tenants to allow for reasonable and timely access to the City for the Removal Work.

Following execution of this Real Estate Purchase and Sale Agreement, Crowley and the City will work together in good faith with the existing tenants (Alaska Logistics and UPRR) to negotiate an access agreement for the areas identified in Exhibit E ("Construction Access Options") that is acceptable to Crowley, Crowley's tenants, and



the City ("Access Agreement"), and, at that time, shall be added to this Agreement as Exhibit F. Subject to approval by existing tenants, the Parties agree that the Access Agreement will include the following provisions:

5.1.1 The Parties agree that to the extent practical to allow for execution of the Removal Work, the City access and staging area footprint will be limited to the boundaries shown on either of the Construction Access Options, Exhibit E;

5.1.2 Subject to the rights of the existing tenants, Crowley will agree to provide the City and its contractors reasonable and timely access to its property for pre-construction planning, surveying, and inspection work;

5.1.3 City will provide at least 90 days advance notice of: (a) the estimated date of commencement of the construction portion of the Removal Work, (b) the approximate boundaries of the access area and the details of the staging, loading and transportation plan for the area, and (c) the estimated duration of the construction portion of the Removal Work and to the extent possible, the estimated duration of all other occupancy and access by the City. The City will provide revised details of items (a), (b) and (c) above to Crowley as soon as the Contractor's work plans are finalized;

5.1.4 City will cooperate with Crowley and the existing tenants to the extent feasible to minimize the adverse impacts on the existing tenants;

5.1.5 City will agree to implement appropriate safety practices and fund/install improvements to access areas to minimize the potential for accidents arising from the interaction of the City activities with those of the existing tenants, including the addition of road and traffic signage, traffic safety personnel at all times during upland Removal Work (i.e., flaggers), lighting for any night transportation work, and traffic barriers along the length of the site access route;

5.1.6 For areas where transportation occurs across tenant leaseholds, other than areas used for sediment loading and storage directly adjacent to the pier, the City will agree to reasonably ensure that site tenants enjoy the right-of-way at all times;

5.1.7 City will agree to provide reasonable site security to the extent necessary to ensure that City access and occupancy, including but not limited to nighttime operations, do not increase risk of theft or vandalism to tenant goods or equipment;

5.1.8 The City will agree to compensate existing Crowley tenants directly, for the area used by the City for the Removal Work, at a rate comparable with the rate currently required under Crowley's tenant leases. If necessary, the City will agree to compensate Crowley for the area used by the City at a similar rate but only if Crowley must compensate its tenants for giving up a portion of their



leasehold property to accommodate the Removal Work or any part of the Removal Work;

5.1.9 City will agree to clean up spills of sediment, hazardous substances, or any other materials or substances deposited on Crowley's property by the City or any agent or employee of the City as a result of the Removal Work as required by state, local or federal law or regulation and, upon completion of the Removal Work, will ensure that each leasehold and other Crowley property is returned to the condition it was in upon initiation of Removal Work activities; and

5.1.10 City will agree to indemnify and defend Crowley and PTI for any claims, costs (including defense costs), losses and liabilities to the extent arising out of the acts or omissions of the City or its contractors in connection with the City's or its contractor's occupancy of and access through Crowley's property, including any property damage, personal injury and liability for contamination arising out of the acts or omissions of the City or its contractors, except that City shall not indemnify and defend Crowley and PTI for claims, costs, losses and liabilities to the extent arising out of the negligence of Crowley and PTI.

In addition to the provisions above, the parties understand that, in order to reach an Access Agreement with existing tenants, the existing tenants may expect to be compensated for their reasonable, actual, and quantifiable business losses or added expenses incurred due to the loss of operational space within tenant's leasehold resulting from the Removal Work. In no event does this Agreement constitute a warranty or representation by Crowley that an Access Agreement acceptable to both existing tenants can be reached, even under the conditions approved above. If the City, Crowley and the existing tenants are not able to reach agreement on terms of the Access Agreement within sixty (60) days after mutual execution of this Agreement, either party may terminate this Agreement by written notice to the other and EPA.

5.2 Outer and Middle Berth Access and Temporary Occupancy. The Parties acknowledge that the two Slip 4 outer berths are regularly occupied by large barges that will need to be shifted in order for the City's marine contractor to access the inner berth and head of the slip with its equipment to perform the Slip 4 Early Action Area Removal Work. The outer berth is regularly occupied by Samson Tug and Barge under an agreement with Alaska Logistics, one of Crowley's tenants. The middle berth is regularly occupied by a Crowley barge. Crowley acknowledges that the City will need regular access to the middle berth area for required water quality monitoring for the Removal Work, and agrees to relocate its barge for the period from September 15, 2007 to February 14, 2008. The City agrees to pay for the costs of relocating and mooring the Crowley barge in the alternate location for this period. It is impossible at this time to project usage of the berth by Samson after Closing; however, after the schedule for Removal Work is finalized and Crowley receives a copy of the schedule from the City or its contractor, Crowley agrees to include a provision in its renewal lease with Alaska Logistics a requirement that Alaska Logistics require Samson to permit the City and its marine contractor to move the Samson barge when necessary to perform the Removal



Work. The City and its marine contractor shall be responsible for performing this shifting and for all costs associated with this shifting. The City shall be responsible for and shall indemnify, hold harmless and defend Crowley and PTI against any property damage, personal injury, or penalties, including reasonable attorney's fees, to the extent arising from damages caused by the acts or omissions of the City or its contractors in shifting the Samson barge; however, the City shall not be responsible for and shall not indemnify Crowley and PTI against property damage, personal injury or penalties to the extent arising from the acts or omissions of Crowley or PTI. The City will similarly agree to indemnify Samson in connection with the Access Agreement with Samson.

Following execution of this Real Estate Purchase and Sale Agreement, Crowley and the City will work together in good faith with the existing tenant (Alaska Logistics) to negotiate and finalize a provision in the Access Agreement regarding access to the outer and middle berth areas similar to that described above.

Section 6. Conditions Precedent. The City's obligations under this Agreement are contingent upon fulfillment and satisfaction of the following conditions, which may be waived only in writing by the City. If any of these conditions is not fully satisfied or waived in writing by the City by the date of Closing or such earlier date as is specified in this Agreement, then this Agreement shall terminate and the parties shall have no further obligations under it, except that the City shall be entitled to the return of the Deposit, with accrued interest.

6.1 City Council approval. The City shall prepare an ordinance for the City Council to authorize this transaction and appropriate the necessary funds. The ordinance shall be presented to the City Council at the earliest possible date after preparation of this Agreement. The City's obligations under this Agreement are contingent upon approval of the transaction and appropriation of the necessary funds by the City Council and the Mayor of Seattle through an ordinance that is effective prior to Closing (the "City Ordinance and Funding Condition").

6.2 Lot Boundary Adjustment. The Property consists of portions of two separate tax parcels; therefore, completion of a Lot Boundary Adjustment is necessary. Crowley shall apply for a Lot Boundary Adjustment that results in a property boundary consistent with the legal description in Exhibit A, at its own cost and expense, no later than thirty business days after the execution date of this Agreement. Crowley shall comply with all requirements for the Lot Boundary Adjustment and diligently pursue obtaining it. Final approval of the Lot Boundary Adjustment by the City Department of Planning and Development is a condition precedent to the City's obligation to purchase the Property (the "Lot Adjustment Condition") as well as a condition to Crowley and PTI's obligation to sell the Property. The Lot Boundary Adjustment shall be recorded with King County on closing of this transaction. Notwithstanding any other provisions of this Agreement to the contrary, if this transaction does not close because other conditions of closing were not satisfied due to the fault of the City (including, but not limited to, failure to obtain City Council approval), the City will reimburse Crowley for permitting costs paid by Crowley to the Seattle Department of



Planning and Development (DPD), and surveying and other third-party costs reasonably related to the Lot Boundary Adjustment paid by Crowley in connection with the Lot Boundary Adjustment.

6.3 Execution of Limited Release and Limited Indemnity Agreements.

Agreement and execution by the City and King County of the "Limited Release Agreement" (Exhibit C) and agreement and execution by City of the "Limited Indemnity Agreement" (Exhibit D) as provided for in Section 11 of this Agreement is a condition precedent to the City's obligation to purchase the Property (the "Limited Release and Indemnity Condition") as well as a condition to Crowley's and PTI's obligation to sell the Property.

Section 7. Title review and approval. Crowley will obtain an updated Commitment and forward it to the City within 15 days of the date of this Agreement. The City will have 30 days after receipt of the updated Commitment to notify Crowley that it has accepted or has not accepted the exceptions contained in the updated Commitment. If the City accepts the exceptions contained in the updated Commitment, any exceptions not previously listed on Exhibit B will be considered Permitted Title Exceptions.

Section 8. Condition of the Property. The City accepts the Property "as is, where is", without any warranties whatsoever except as set forth in this Agreement including, without limitation, no warranties or representations as to environmental condition, or suitability for any given use or purpose, with full knowledge that the Property contains contamination by Hazardous Substances (defined below) above federal and state regulatory levels, including as described in the environmental reports described in Section 10 (the "Environmental Reports"). Crowley and PTI shall not release additional contamination or waste materials into or on the Property prior to or after Closing. On the date of Closing, Crowley shall ensure that all construction cranes, intermodal containers and all other equipment, machinery, and useable timbers are removed from the upland portion of the Property. In addition, Crowley shall pay the City \$10,000 within thirty (30) days of Closing to offset the costs of removing other materials from the upland portion of the Property including garbage, brush, concrete, rock, debris, and other waste materials. The City shall perform this removal work and shall be responsible for the remaining costs of such removal.

Section 9. Property Improvements. Except as required of the City under Section 5 and the Access Agreement, Crowley shall be responsible for installation and maintenance of any improvement that may be needed or required on its own property by Crowley or its tenants as a result of this Agreement or the transfer of the Property to the City, including but not limited to fencing, gates, curbing, railings, crane rails, bumpers, bollards, electrical wiring, lighting, etc. The City shall be responsible for installation and maintenance of any improvement that may be needed or required on the Property following Closing.



Section 10. Environmental Information. Crowley has provided the City with copies of or the City had already obtained copies of, the Environmental Reports that to the knowledge of Crowley are in Crowley's possession.

Section 11. City/County Limited Release and City Limited Indemnity. At Closing, the City and King County shall execute a Release, in the form of Exhibit C hereto, both in favor of Crowley and PTI as follows: The City and King County hereby release Crowley and PTI from any and all Environmental Liability directly or indirectly arising from Hazardous Substances that were or may have been discharged prior to Closing in or on the Property, including claims based on any type of Environmental Liability, claims based on common-law causes of action for trespass, negligence, nuisance or other common law theories, claims for business losses, and claims directly or indirectly arising from or related to Hazardous Substances that were removed from the Property prior to Closing. The term "Hazardous Substances" includes all substances that are regulated under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Solid Waste Disposal Act (SWDA) as amended by the Resource Conservation and Recovery Act (RCRA), The Toxic Substances Control Act (TSCA), and the Washington State Model Toxics Control Act (MTCA). The term "Environmental Liability" includes any claim that may be brought and any order that may be issued pursuant to one of the statutes listed above and associated regulations, and claims based upon common law causes of action for trespass, negligence, nuisance or other common law theories, claims for lost property value, claims for business losses, and claims for personal injuries arising from or related to Hazardous Substances.

In addition, at Closing the City shall execute an Indemnity, in the form of Exhibit D, in favor of Crowley and PTI, under which the City agrees to indemnify and defend Crowley and PTI from any Environmental Liability described above, directly or indirectly arising from Hazardous Substances in or on the Property prior to Closing with the sole exception of claims for damages to natural resources brought pursuant to CERCLA; the Clean Water Act, 33 U.S.C. §1251 *et seq.*; the Oil Pollution Act, 33 U.S.C. §2701 *et seq.*; MTCA; Chapter 90.48 RCW; or Chapter 90.56 RCW. Both the City/County Limited Release and City Limited Indemnity shall be recorded in the chain of title for the Property at Closing and shall be covenants that run with the land and are binding on the City's successors and assigns.

Section 12. Indemnity Procedure. Crowley shall notify the City in writing within fifteen (15) business days of Crowley's or PTI's receipt of a written claim for which Crowley or PTI believes it is entitled to indemnity pursuant to the City Limited Indemnity described in Section 11 above. The City shall retain legal counsel that is acceptable to Crowley and PTI and shall defend any claim, action or proceeding against Crowley or PTI that is covered by their indemnity. Crowley and PTI shall not unreasonably withhold acceptance of legal counsel. Crowley and PTI shall reasonably cooperate with the City in the defense, including, but not limited to: securing and providing evidence; using good faith efforts to make witnesses available for interviews, hearings, depositions, and trials; providing a suitable person to be Crowley's management representative in court proceedings; participating in alternative dispute

resolution processes; and complying with other reasonable requests from the City and the legal counsel hired to defend Crowley; provided that Crowley, as owner of PTI, shall not be required to maintain PTI's corporate existence beyond Closing of this sale.

Section 13. Assignment of Claims. At Closing, Crowley and PTI assign to the City and King County, with full power of substitution, any and all causes of action, in law or in equity, defenses, counterclaims, demands, and all other rights, in the nature of contribution, indemnification or otherwise, known and unknown, suspected or unsuspected (collectively, "Claims"), they may have against any other third party for or with respect to any Environmental Liability directly or indirectly arising from Hazardous Substances in, on, or under the Property prior to Closing, except that (a) Crowley and PTI reserve any Claims they may have against their insurer(s); (b) Crowley and PTI reserve all Claims related to the balance of Parcel D and Slip 4, respectively; (c) this provision does not include assignment of Claims Crowley or PTI may retain under this Agreement against the City or King County; and (d) Crowley and PTI reserve all claims for damages to natural resources brought pursuant to CERCLA; the Clean Water Act, 33 U.S.C. §1251 *et seq.*; the Oil Pollution Act, 33 U.S.C. §2701 *et seq.*; MTCA; Chapter 90.48 RCW; or Chapter 90.56 RCW.

Section 14. Crowley's and PTI's Limited Release. At Closing, the deeds executed by Crowley and PTI shall include a Release by Crowley and PTI in favor of the City and King County, the text of which will be in the following form: "Crowley and PTI release and waive all claims Crowley or PTI have or may have against the City and/or King County, arising directly or indirectly, from Hazardous Substances that were or may have been discharged prior to Closing in or on the Property from City or King County facilities, including, but not limited to, storm drains, sanitary sewers, streets, and the flume for the Georgetown Steam Plant except that:

- (a) Crowley and PTI reserve any Claims they may have against their insurer(s);
- (b) Crowley and PTI reserve all Claims related to the balance of Parcel D and Slip 4, respectively;
- (c) Crowley and PTI may terminate the release favoring King County contained in this Section 14 where: (i) the substance and basis of such claim is first presented in a claim to the City of Seattle for indemnity under this Agreement; (ii) Crowley has a good faith basis to believe the claim is covered by the City's indemnity and defense obligation; and (iii) the City failed to, refused to, or was unable to fully indemnify and defend Crowley and/or PTI for the claim or a portion thereof. In such case, Crowley and PTI's termination of this release as to the relevant claim shall take effect upon written notice to King County that includes evidence that the written claim for indemnity required in Section 12 was provided to the City, a brief summary of the basis for Crowley's good faith belief that the claim is covered by the City's indemnity and defense obligation, and evidence of the City's failure to fully defend and/or indemnify Crowley for the claim; and



(d) Crowley and PTI reserve all claims for damages to natural resources brought pursuant to CERCLA; the Clean Water Act, 33 U.S.C. §1251 *et seq.*; the Oil Pollution Act, 33 U.S.C. §2701 *et seq.*; MTCA; Chapter 90.48 RCW; or Chapter 90.56 RCW.

Subject to the foregoing exceptions, the release in this Section 14 includes claims based on any type of Environmental Liability, claims based on common-law causes of action for trespass, negligence, nuisance or other common law theories, claims for business losses, and claims directly or indirectly arising from or related to Hazardous Substances that were removed from the Property prior to Closing. Crowley and PTI shall provide written notice of this release to their insurer(s) and, on or before Closing, Crowley and PTI shall provide the City and County with a copy of the notice with evidence of receipt by their insurer(s).

Section 15. No Admission of Liability; No Release of Non-Parties. This Agreement shall not constitute nor shall be used as evidence of any admission of law or fact, or a waiver of any right or defense by any party, except as expressly set forth in this Agreement. The parties do not admit to any fact or to any liability under, or violation of any federal, state or local law, rule or regulation, and no part of this Agreement shall constitute such an admission. This Agreement is not intended to, nor shall it, release, discharge or affect any rights or causes of action that any of the parties hereto may have against any other person or entity, except as otherwise expressly stated in this Agreement, and each of the parties reserves all such rights. The releases contained in this Agreement shall not impair the rights of the parties to assert or bring any proceeding to enforce the terms of this Agreement or the terms of the agreements attached as exhibits hereto.

Section 16. Crowley's Warranties and Representations. As of the date that Crowley executes this Agreement and as of the date of Closing, Crowley represents and warrants the following:

16.1 Authority to sell. Crowley and the person signing this Agreement on behalf of Crowley have full power and authority to execute this Agreement and perform Crowley's obligations under it. When executed and delivered by Crowley, PTI and the City, this Agreement shall constitute a legal, valid, and binding obligation by Crowley.

16.2 Litigation and liens. To Crowley's knowledge at the time of execution of this Agreement and at the time of Closing:

1. No litigation or proceeding which might materially impair the value or use of the Property, or which might prevent the City from acquiring the Property in accordance with this Agreement, is pending or threatened against Crowley, including, but not limited to, a bankruptcy filing;



2. No judgments, orders, or decrees that might affect Crowley's ability to perform its obligations under this Agreement or the City's intended use of the Property are pending against Crowley;
3. No claims or liens for labor, material, or equipment have been filed against the Property and all contracts with Crowley that could result in such claims or liens have been paid;
4. No consent or approval by any federal, state, or local court or agency is required in order for Crowley to fulfill its obligations under this Agreement, subject to approval of the Boundary Line Adjustment;
5. The Property is not subject to any leases, tenancies, or rights of persons in possession, except for a lease to Alaska Logistics;
6. Crowley has not released any person or entity, other than Evergreen Marine Leasing as part of Crowley's purchase agreement, who may have legal responsibility for any Hazardous Substance on, in, or under the Property, or for any Environmental Liability arising directly or indirectly from Hazardous Substances on, in, or under the Property. Regardless of the foregoing, Crowley does not make any representations or warranties as to the validity of its claims or of any defenses against those claims.
7. Crowley has not assigned, conveyed or otherwise transferred to any other person or entity any claims, demands, causes of action, rights or obligations related in any way to the Environmental Liability claims assigned or released in this Agreement.

Section 17. PTI's Warranties and Representations. As of the date that PTI executes this Agreement and as of the date of Closing, PTI represents and warrants the following:

17.1 Authority to sell. PTI, and the person signing this Agreement on behalf of PTI, have full power and authority to execute this Agreement and perform PTI's obligations under it. When executed and delivered by PTI, Crowley, and the City, this Agreement shall constitute a legal, valid, and binding obligation by PTI.

17.2 Litigation and liens. To the best of PTI's knowledge at the time of execution of this Agreement and at the time of Closing:

1. No litigation or proceeding which might materially impair the value or use of the Property, or which might prevent the City from acquiring the Property in accordance with this Agreement, is pending or threatened against PTI, including, but not limited to, a bankruptcy filing;



2. No judgments, orders, or decrees that might affect PTI's ability to perform its obligations under this Agreement or the City's intended use of the Property are pending against PTI;
3. No claims or liens for labor, material, or equipment have been filed against the Property and all contracts with PTI that could result in such claims or liens have been paid;
4. No consent or approval by any federal, state, or local court or agency is required in order for PTI to fulfill its obligations under this Agreement, subject to approval of the Boundary Line Adjustment;
5. The Property is not subject to any leases, tenancies, or rights of persons in possession, except for a lease to Alaska Logistics;
6. PTI has not released any person or entity, other than Evergreen Marine Leasing as part of Crowley's purchase agreement who may have legal responsibility for any Hazardous Substance on, in, or under the Property, or for any Environmental Liability arising directly or indirectly from Hazardous Substances on, in, or under the Property. Regardless of the foregoing, PTI does not make any representations or warranties as to the validity of its claims or of any defenses against those claims.
7. PTI has not assigned, conveyed or otherwise transferred to any other person or entity any claims, demands, causes of action, rights or obligations related in any way to the Environmental Liability claims assigned or released in this Agreement.

Section 18. New instruments. From and after the date that Crowley and PTI execute this Agreement and continuing until Closing or termination of this Agreement, neither Crowley nor PTI shall enter into or record any leases, trust deeds, mortgages, restrictions, encumbrances, liens, licenses, releases, purchase and sale agreements, options to sell, or other instruments or agreements affecting the Property without the prior written consent of the City.

Section 19. Closing.

19.1 Closing Date. Following satisfaction or waiver of all conditions precedent set forth in Section 6 and execution of the Access Agreement described in Section 5, Closing shall occur in the office of Escrow Agent on a date mutually agreeable to Crowley, PTI and City. To attempt to minimize interference with Crowley tenant operations and avoid leaseback to Crowley or its tenants, the parties agree to set the Closing on a date as close as is practicable to the start of Removal Work and shall set such date so as to be able to provide Crowley tenants with ninety



(90) days notice of Closing. Closing shall be on June 20, 2007, unless such date is extended by the Parties in writing.

19.2 Deposit. The Deposit and accrued interest, if any, shall be credited against the Purchase Price.

19.3 Prorations and closing costs. Crowley and PTI shall pay real estate excise taxes at Closing and their prorated share of surface water management fees, other fees (if any) owed to governmental entities, and real property taxes. If Crowley or PTI is entitled to a reimbursement for overpayment of real property taxes, it shall be their responsibility to seek such reimbursement from the appropriate taxing authority outside of Closing. Crowley's and PTI's monetary liens on the Property, if any, shall be discharged in full out of the Purchase Price at Closing. City will pay the premium for its owners title insurance policy, the Escrow Agent's fees, and the cost of recording the Boundary Line Adjustment and the special warranty deeds from Crowley and PTI.

19.4 Documents. Crowley, PTI and City shall deposit in escrow with Escrow Agent all instruments, documents, and money necessary to complete the sale in accordance with this Agreement. At Closing, Crowley and PTI shall execute and deliver to City in escrow the following documents, special warranty deeds containing the text set forth in Section 14, and each of the following which shall be in a form and substance satisfactory to City and Crowley and PTI: real estate excise tax affidavits; affidavits evidencing that Crowley and PTI are exempt from the withholding requirements of Section 1445 of the Internal Revenue Code, evidence that Crowley is a corporation in good standing under the laws of the State of Washington, that PTI is a corporation in good standing under the laws of the State of California and that the persons signing on their behalf are authorized to carry out the obligations under this Agreement; and a copy of the approved Boundary Line Adjustment and accompanying survey.

19.5 Possession. The City shall be entitled to possession of the Property from Crowley and PTI upon Closing.

19.6 Leaseback. The City acknowledges that Crowley's current tenant on a portion of the upland part of the Property adjacent to the Pier (Alaska Logistics) may desire to continue to lease said portion of the Property for up to sixty (60) days following Closing. The City agrees in principle to allow Alaska Logistics to lease said portion of the Property on a month-to-month basis for a maximum of sixty (60) days following Closing; however in no event shall the lease period extend beyond September 1, 2007.

Section 20. Remedies on default. If one party has performed its obligations under this Agreement and another party defaults under the terms and conditions of this Agreement, the performing party shall be entitled to terminate this Agreement without further obligation to the other party or parties; provided that if the City is the non-defaulting



party, it shall receive the Deposit from the Escrow Agent, plus interest, if any. If the defaulting party is the City, then the Deposit shall be paid to Crowley and PTI and their receipt of the Deposit shall constitute liquidated damages and shall be their sole and exclusive remedy.

Section 21. Broker representation. Each party represents and warrants to the other that it has not incurred, and is not obliged to pay, finder's or broker's fees, or other commissions or fees in connection with the sale of the Property. If any party incurs or is obliged to pay such fees or commissions in violation of this provision, it shall indemnify and hold the other parties harmless for the fees or commissions.

Section 22. General provisions.

22.1 Notices. Any demand, request or notice which any party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or when delivered by confirmed facsimile or by private courier service (such as Federal Express), or three days (3) after being deposited in the United States Mail, in registered or certified form, return receipt requested, addressed as follows:

To Crowley or PTI: c/o Crowley Marine Services, Inc.
Attn: Stephen Wilson
P.O. Box 2287
1102 S.W. Massachusetts St.
Seattle, WA 98134-1030
Facsimile: (206) 332-8333

with a copy to: Cascadia Law Group
Attn: Rodney Brown
1201 Third Avenue, Suite 320
Seattle, WA 98101
Facsimile: (206) 292-6301

To the City: c/o Martin Baker
Seattle Public Utilities
Seattle Municipal Tower, Suite 4900
P.O. Box 34027
Seattle, WA 98104-4127
Facsimile: (206) 684-4631

with a copy to: Seattle City Attorney's Office
Attn: Stephen Karbowski
600 Fourth Avenue, 4th Floor
P.O. Box 94769
Seattle, WA 98101
Facsimile: (206) 684-8284



or to such other address which is not a post office box and person as either party may communicate to the other by like written notice.

22.2 Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto or any of them, relating to the subject matter of this Agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

22.3 Construction. The headings and subheadings throughout this Agreement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person or persons, firm or firms, corporation or corporations may require. "Person" shall mean an individual, firm, association, corporation, trust or any other form of business or legal entity. The locative adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", etc., whenever the same appear herein, mean and refer to this Agreement in its entirety and not to any specific section or subsection hereof. Any reference in this Agreement to "days" means consecutive calendar days. Any reference in this Agreement to "business days" means days in which the recording office of the county in which the Land is located and national banks are open in the State of Washington. All parties hereto have been represented by legal counsel in this transaction and accordingly hereby waive the general rule of construction that an agreement shall be construed against its drafter.

22.4 Attorneys' Fees. In the event of litigation between the parties hereto, declaratory or otherwise, in connection with or arising out of this Agreement, the prevailing party shall recover from the non-prevailing party all actual costs, actual damages and actual expenses, including attorneys' fees and charges, paralegal and clerical fees and charges and other professional or consultants' fees and charges expended or incurred in connection therewith, as set by the court, including for appeals, which shall be determined and fixed by the court as part of the judgment.

22.5 Assignment. The City may not assign all or any of its interest in this Agreement without Crowley's and PTI's prior written consent.

22.6 Knowledge. References herein to the "knowledge of Crowley" or "Crowley's knowledge" or "the knowledge of PTI" or "PTI's knowledge" shall mean the knowledge of R. Stephen Wilson on the date Crowley executes this Agreement.

22.7 Binding. Subject to any limiting provisions otherwise set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.



22.8 Time of the Essence. Time is of the essence in each and every term, covenant and condition of this Agreement.

22.9 Applicable Law. This Agreement shall be construed and interpreted under the laws of the state where the Property is located.

22.10 Counterparts. This Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.

22.11 Survival. All warranties, representations, covenants, obligations and agreements contained in or arising out of this Agreement shall survive the Closing and the transfer and conveyance of the Property hereunder and any and all performance hereunder.

22.12 Tax-Deferred Exchange. Crowley may elect to sell the Property as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code and if so will assign this Agreement for the purpose of effecting the exchange to an exchange facilitator. The City agrees to cooperate with Crowley in effecting such exchange provided that the City shall not be required to incur any cost or liability as a result of such cooperation.

22.13 Exhibits. The Exhibits listed below, attached hereto, are a part of this Agreement as if incorporated herein.

- Exhibit A – Property Description
- Exhibit B – Permitted Title Exceptions
- Exhibit C – Limited Release Agreement
- Exhibit D – Limited Indemnity Agreement
- Exhibit E – Construction Access Options

THE CITY OF SEATTLE,
a Washington municipal corporation

EIGHTH AVENUE TERMINALS, INC.,
a California corporation

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

Approved as to Form:
Office of the City Attorney

CROWLEY MARINE SERVICES, INC.,
a Delaware corporation

By: _____

By: _____
Its: _____



EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY AND SURVEY MAP



Exhibit A

PARCEL B:

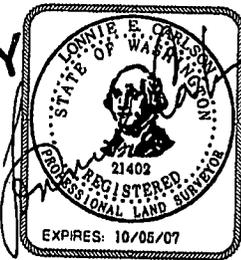
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF EAST MARGINAL WAY SOUTH WITH THE NORTH MARGIN OF SOUTH WEBSTER STREET, AS PER PLAT OF ABRAM'S ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON;
THENCE NORTH 49°00'12" WEST ALONG SAID SOUTHWESTERLY MARGIN, 519.00 FEET;
THENCE SOUTH 40°59'48" WEST 10.00 FEET;
THENCE NORTH 49°00'12" WEST, PARALLEL WITH SAID SOUTHWESTERLY MARGIN, 75.00 FEET;
THENCE NORTH 40°59'48" EAST 10.00 FEET TO SAID SOUTHWESTERLY MARGIN;
THENCE NORTH 49°00'12" WEST ALONG SAID SOUTHWESTERLY MARGIN, 35.00 FEET;
THENCE SOUTH 23°43'29" WEST 62.83 FEET;
THENCE NORTH 49°00'12" WEST, PARALLEL WITH SAID SOUTHWESTERLY MARGIN, 98.66 FEET;
THENCE NORTH 49°59'48" EAST 60.00 FEET TO SAID SOUTHWESTERLY MARGIN;
THENCE NORTH 49°00'12" WEST, ALONG SAID SOUTHWESTERLY MARGIN, 128.68 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING ON THE EASTERLY LINE OF THAT CERTAIN DRAINAGE EASEMENT DESCRIBED IN DOCUMENT RECORDED UNDER RECORDING NUMBER 5978003, RECORDS OF SAID COUNTY, AND ON THE ORIGINAL EASTERLY BOUNDARY OF SLIP NO. 4 OF THE DUWAMISH WATERWAY;
THENCE SOUTH 09°28'45" WEST, ALONG SAID EASTERLY LINE AND SAID EASTERLY BOUNDARY, 70.36 FEET TO A POINT 125.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTHERLY LINE OF BLOCK 8, DUWAMISH INDUSTRIAL ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 21 OF PLATS, PAGE 65, RECORDS OF SAID COUNTY;
THENCE NORTH 89°58'01" WEST, PARALLEL WITH SAID NORTH LINE, 48.12 FEET;
THENCE SOUTH 18°26'38" EAST 47.11 FEET;
THENCE SOUTH 02°23'55" EAST 29.58 FEET;
THENCE SOUTH 12°22'45" WEST 188.00 FEET;
THENCE SOUTH 51°58'02" EAST 43.09 FEET;
THENCE SOUTH 35°07'32" WEST 7.84 FEET;
THENCE NORTH 54°42'31" WEST 11.64 FEET;
THENCE SOUTH 20°09'12" WEST 55.01 FEET;
THENCE SOUTH 29°57'21" WEST 45.31 FEET;
THENCE SOUTH 30°24'28" WEST 127.33 FEET;
THENCE SOUTH 60°59'35" WEST 34.73 FEET;
THENCE SOUTH 42°24'49" WEST 45.22 FEET;
THENCE SOUTH 33°42'36" WEST 31.87 FEET;
THENCE NORTH 52°16'07" WEST 73.55 FEET TO THE REVISED MEDIAN LINE OF SLIP NO. 4 OF THE DUWAMISH WATERWAY;
THENCE CONTINUING NORTH 52°16'07" WEST 137.48 FEET;
THENCE NORTH 22°08'48" EAST 441.07 FEET;
THENCE NORTH 67°53'12" WEST 19.35 FEET TO INTERSECT THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2148.98 FEET, THE CENTER OF WHICH BEARS NORTH 83°21'29" WEST;
THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°09'46" AN ARC DISTANCE OF 193.64 FEET TO A POINT OF COMPOUND CURVE;
THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 304.80 FEET, THROUGH A CENTRAL ANGLE OF 19°43'31" AN ARC DISTANCE OF 104.93 FEET TO THE SOUTHWESTERLY MARGIN OF EAST MARGINAL WAY;
THENCE SOUTH 49°00'12" EAST, ALONG SAID SOUTHWESTERLY MARGIN, 350.38 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 169,387 SQ FT OR 3.88 ACRES +/-.

FOR SUBMITTAL ONLY

06/28/06



12112 115th Avenue NE Kirkland, Washington 98034-9623
425.821.8448 • 800.488.0756 • Fax 425.821.3481
www.triadassoc.com

Land Development Consultants

Exhibit A to Attachment 1 of
SPU Slip 4 Ordinance



LOT BOUNDARY ADJUSTMENT NUMBER

OWNER: CROMLEY MARINE SERVICES INC. PLACID TOWNSHIP, INC.

CITY OF SEATTLE KING COUNTY, WASHINGTON

CONTACT PERSON: GUSTAV B. OSTERBACK, P.E. TRAD ASSOCIATES, INC.

12112 115TH AVE. N.E. 425-821-4446 (OFFICE), 425-821-3481 (FAX)

PG 52 1/4 SEC 29 B.LK 6 TWP 24 N LOT 11-11 DIVANISH INDUSTRIAL ADO. VOL. PG. 192 21 PG 65

DECLARATION

WE THE UNDERSIGNED, OWNERS IN FEE SIMPLE OF THE LAND HEREIN DESCRIBED DO HEREBY MAKE A LOT BOUNDARY ADJUSTMENT PURSUANT TO RCW 65.17(0)(D)...

ACKNOWLEDGMENTS

STATE OF WASHINGTON) SS) COUNTY OF KING) ON THIS DAY PERSONALLY APPEARED BEFORE ME

ACKNOWLEDGMENTS

STATE OF WASHINGTON) SS) COUNTY OF KING) ON THIS DAY PERSONALLY APPEARED BEFORE ME

ACKNOWLEDGMENTS

STATE OF WASHINGTON) SS) COUNTY OF KING) ON THIS DAY PERSONALLY APPEARED BEFORE ME

ACKNOWLEDGMENTS

STATE OF WASHINGTON) SS) COUNTY OF KING) ON THIS DAY PERSONALLY APPEARED BEFORE ME

RECORDER'S CERTIFICATE FILED FOR RECORD THIS DAY OF 20 AT IN BOOK OF SURVEYS, AT PAGE AT THE REQUEST OF CROMLEY MARINE SERVICES

SURVEYOR'S CERTIFICATE THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CROMLEY MARINE SERVICES

ADVANCE COPY Subject to Revision 112 115th Ave. NE KIRKLAND, WA 98034-6923 425.821.8448 425.821.3481 fax 800.488.0756 toll free www.triadassoc.com



POR NW 1/4, SE 1/4, SEC 29, TWP 24 N., RGE 4 E., W.M. KING COUNTY, WASHINGTON

APPROVAL

CITY OF SEATTLE DEPARTMENT OF PLANNING AND DEVELOPMENT DIANE SOLUMBORN, DIRECTOR

EXAMINED AND APPROVED THIS DAY OF 2008

DIRECTOR, LAND USE DIVISION

ADVANCE COPY Subject to Revision

DETAILED LEGAL DESCRIPTION

PARCEL A

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY CORNER OF EAST MARIONA WAY SOUTH, WITH THE...

PARCEL B

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY CORNER OF EAST MARIONA WAY SOUTH, WITH THE...

PARCEL C

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY CORNER OF EAST MARIONA WAY SOUTH, WITH THE...

PARCEL D

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY CORNER OF EAST MARIONA WAY SOUTH, WITH THE...

ORIGINAL LEGAL DESCRIPTION

PARCEL A

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PARCEL B

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PARCEL C

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PARCEL D

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PARCEL E

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY CORNER OF EAST MARIONA WAY SOUTH, WITH THE...



EXHIBIT B
PERMITTED TITLE EXCEPTIONS



EXHIBIT B
PERMITTED TITLE EXCEPTIONS
CONTINUED

G 5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

DISCLOSED BY:	DEED
PURPOSE:	SEWER AND OTHER UTILITIES
AFFECTS:	PORTION OF PARCELS A AND B
RECORDED:	OCTOBER 1, 1954
RECORDING NUMBER:	4492376

H THE DESCRIPTION CONTAINED THEREIN IS NOT SUFFICIENT TO DETERMINE ITS EXACT LOCATION WITHIN THE PROPERTY HEREIN DESCRIBED.

I 6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

PURPOSE:	INGRESS AND EGRESS
AREA AFFECTED:	PORTION OF PARCELS A AND B
RECORDED:	JULY 25, 1963
RECORDING NUMBER:	5614834

J 7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

DISCLOSED BY:	REAL ESTATE CONTRACT
PURPOSE:	INGRESS AND EGRESS
AFFECTS:	PORTION OF PARCELS A AND B
RECORDED:	JULY 25, 1963
RECORDING NUMBER:	5614835

K 8. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN:	PUGET TIMBER COMPANY, A WASHINGTON CORPORATION; AND WASHINGTON EXCELSIOR & MFG. CO., A WASHINGTON CORPORATION
AND:	LAYRITE CONCRETE PRODUCTS COMPANY, A WASHINGTON CORPORATION
RECORDED:	JUNE 9, 1947
RECORDING NUMBER:	3693954
REGARDING:	USAGE OF RAILROAD SPUR TRACK LINE

L AFFECTS: PARCELS A AND B



EXHIBIT B
PERMITTED TITLE EXCEPTIONS
CONTINUED

M 9. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: LAYRITE CONCRETE PRODUCTS OF
SEATTLE, INC., A CORPORATION
AND: HYDRAULIC SUPPLY MANUFACTURING
COMPANY, A CORPORATION
RECORDED: JULY 25, 1963
RECORDING NUMBER: 5614834
REGARDING: USE AND IMPROVEMENT OF RAILROAD SPUR
TRACK AND ACCESS ROAD

N AFFECTS: PORTION OF PARCELS A AND B

O 10. BOUNDARY AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: HYDRAULIC SUPPLY MANUFACTURING
COMPANY
AND: WASHINGTON EXCELSIOR AND
MANUFACTURING COMPANY; LAYRITE
CONCRETE PRODUCTS OF SEATTLE, INC.;
CHAS. W. THOMPSON AND ALTA B.
THOMPSON, HIS WIFE; AND BOEING
AIRPLANE COMPANY
RECORDED: JUNE 30, 1965
RECORDING NUMBER: 5897454

Q AFFECTS: PARCELS A AND B

P SAID BOUNDARY AGREEMENT ALSO APPEARS OF RECORD UNDER INSTRUMENT(S)
RECORDED UNDER RECORDING NUMBER(S) 4477307.

R 11. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: HYDRAULIC SUPPLY MANUFACTURING
COMPANY
AND: ROBERT TAYLOR AND CLARA H. TAYLOR;
LEIGHTON POWELL AND HARRIETT M.
POWELL; LAYRITE CONCRETE PRODUCTS OF
SEATTLE, INC.; THE BOEING COMPANY;
CHARLES W. THOMPSON AND ALTA B.
THOMPSON; AND SEATTLE TRUST AND
SAVINGS BANK OF SEATTLE, WASHINGTON
RECORDED: JANUARY 18, 1965
RECORDING NUMBER: 5978003
REGARDING: ESTABLISHMENT OF AN EASEMENT IN
FAVOR OF THE STATE OF WASHINGTON TO
DUMP DRAINAGE WATERS ACROSS SLIP NO.
4

S AFFECTS: PARCEL B

EXHIBIT B
PERMITTED TITLE EXCEPTIONS
CONTINUED

T 12. RELEASE OF DAMAGE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: CROWLEY MARINE SERVICES, INC.
AND: CITY OF SEATTLE
RECORDED: DECEMBER 10, 1997
RECORDING NUMBER: 9712100227

RELEASING CITY OF SEATTLE FROM ALL FUTURE CLAIMS FOR DAMAGES RESULTING FROM:

THREE CLEAN-OUTS LOCATED ON CITY RIGHT OF WAY (LOCATED ON SOUTH OTHELLO EAST OF 8TH AVENUE SOUTH)

U AFFECTS: PARCEL A

V 13. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON SURVEY RECORDED UNDER RECORDING NUMBER 8903149006.

W AFFECTS: PARCELS A AND B

X SAID SURVEY WAS AMENDED BY AFFIDAVIT OF CORRECTION:

RECORDED: MARCH 21, 1989
RECORDING NUMBER: 8903211073

Y 14. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE BOUNDARY/LOT LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 9212019002.

Z AFFECTS: PARCELS A AND B

AA 15. MATTERS DISCLOSED BY SURVEY RECORDED UNDER RECORDING NUMBER 9212019002, AS FOLLOWS:

ENCROACHMENT OF 8 FOOT CHAIN LINK FENCE FROM SUBJECT PROPERTY ONTO RIGHT OF WAY OF SOUTH GARDEN STREET AND 2.8 FEET ONTO LOTS 8 AND 21 OF BLOCK 5 OF DUWAMISH INDUSTRIAL ADDITION ADJOINING ON THE WEST.

AB AFFECTS: PARCEL A

AC 16. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS RESERVED IN CITY OF SEATTLE ORDINANCE NUMBER 86695.

AD AFFECTS: PORTION OF PARCEL A LYING WITHIN VACATED FONTANELLE STREET.



EXHIBIT B
PERMITTED TITLE EXCEPTIONS
CONTINUED

AE 17. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS AND MAINTAIN EXISTING OVERHEAD OR UNDERGROUND UTILITIES UPON PROPERTY HEREIN DESCRIBED AS RESERVED IN CITY OF SEATTLE ORDINANCE NUMBER 95351.

AF AFFECTS: PORTION OF PARCELS A AND B (PORTION LYING WITHIN SOUTH OTHELLO STREET)

AG 18. RIGHT OF THE PUBLIC TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON SAID PREMISES IN THE REASONABLE ORIGINAL GRADING OF STREETS, AVENUES, ALLEYS AND ROADS AS DEDICATED IN THE PLAT OF DUWAMISH INDUSTRIAL ADDITION TO THE CITY OF SEATTLE.

AH AFFECTS: PARCELS A AND B

AJ 19. ANY PROHIBITION OR LIMITATION OF USE, OCCUPANCY OR IMPROVEMENT OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY PORTION WHICH IS NOW OR HAS BEEN FORMERLY COVERED BY WATER.

AK 20. PARAMOUNT RIGHTS AND EASEMENTS IN FAVOR OF THE UNITED STATES FOR COMMERCE, NAVIGATION, FISHERIES AND THE PRODUCTION OF POWER.

AL 21. PAYMENT OF THE REAL ESTATE EXCISE TAX, IF REQUIRED.

THE PROPERTY DESCRIBED HEREIN IS SITUATED WITHIN THE BOUNDARIES OF LOCAL TAXING AUTHORITY OF CITY OF SEATTLE. PRESENT RATE IS 1.78%.

ANY CONVEYANCE DOCUMENT MUST BE ACCOMPANIED BY THE OFFICIAL WASHINGTON STATE EXCISE TAX AFFIDAVIT. THE APPLICABLE EXCISE TAX MUST BE PAID AND THE AFFIDAVIT APPROVED AT THE TIME OF THE RECORDING OF THE CONVEYANCE DOCUMENTS.

AM 22. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR:	2006
TAX ACCOUNT NUMBER:	213620-0641-04
LEVY CODE:	0010
ASSESSED VALUE-LAND:	\$ 7,702,900.00
ASSESSED VALUE-IMPROVEMENTS:	\$ 1,653,300.00
GENERAL & SPECIAL TAXES:	BILLED: \$ 111,754.09
	PAID: \$ 55,877.05
	UNPAID: \$ 55,877.04

AFFECTS: PARCEL A



EXHIBIT B
PERMITTED TITLE EXCEPTIONS
CONTINUED

AN 23. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR:	2006
TAX ACCOUNT NUMBER:	292404-9110-03
LEVY CODE:	0010
ASSESSED VALUE-LAND:	\$ 1,000.00
ASSESSED VALUE-IMPROVEMENTS:	\$ 0.00
GENERAL & SPECIAL TAXES:	BILLED: \$ 21.58
	PAID: \$ 21.58
	UNPAID: \$ 0.00

AFFECTS: PARCEL B



EXHIBIT C
FORM OF LIMITED RELEASE BY THE CITY OF SEATTLE AND KING COUNTY



Exhibit C

Recorded at the Request of
And After Recording Return to:

Rodney L. Brown Jr.
Cascadia Law Group PLLC
1201 Third Avenue, Suite 320
Seattle, WA 98101

Legal Description (abbreviated): Portion of Southeast quarter of Section 29-24-4. Complete legal description(s) are in Exhibit A to this document, attached hereto.
Assessor's Tax Parcel ID: 213620-0641-04, 292404-9110-03.

LIMITED RELEASE AGREEMENT

THIS LIMITED RELEASE AGREEMENT ("Agreement") is made as of the ___ day of _____, 2007, by THE CITY OF SEATTLE ("City"), a Washington municipal corporation, KING COUNTY ("County"), a Washington municipal corporation, EIGHTH AVENUE TERMINALS, INC., a California corporation, formerly known as Pacific Terminals, Inc. ("PTI"), and CROWLEY MARINE SERVICES, INC., a Delaware corporation ("Crowley").

RECITALS

WHEREAS, the real property that is the subject of this Agreement is located in King County, Washington and is legally described in the attached Exhibit A to this Limited Release Agreement (hereafter the "Property"). The "Property" is a portion of the parcel known as Revised Slip #4 and a portion of the parcel known as Parcel D, which parcels were created by Lot Line Adjustment recorded under Recording No. 9212019002, records of King County, Washington.

WHEREAS, Crowley owns Parcel D and PTI owns Revised Slip #4 and these Parties intend to sell the Property to the City of Seattle to facilitate environmental remediation of a portion of the slip and related bank areas within the Property pursuant to that certain Real Estate Purchase and Sale Agreement between the City, Crowley and PTI (the "Purchase Agreement");

WHEREAS, the Parties intend that upon closing of the aforementioned transaction ("Closing") certain limited release obligations shall be exchanged among the Parties to this Agreement as described in Sections 11 and 14 of the Purchase Agreement.



Exhibit C

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which are acknowledged, the Parties hereto covenant and agree as follows:

Section 1. Definitions.

1.1. For purposes of this agreement, "*Property*" is as defined in the first recital.

1.2. The term "*Hazardous Substances*" includes all substances that are regulated under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Solid Waste Disposal Act (SWDA) as amended by the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and the Washington State Model Toxics Control Act (MTCA).

1.3. The term "*Environmental Liability*" includes any Claim that may be brought and any order that may be issued pursuant to one of the statutes listed in Section 1.2 above and associated regulations, and Claims based upon common law causes of action for trespass, negligence, nuisance or other common law theories, claims for lost property value, claims for business losses, and claims for personal injuries arising from or related to Hazardous Substances.

1.4. "*Claim*" is defined as any cause of action, in law or in equity, defense, counterclaim, demand, and all other rights, in the nature of contribution, indemnification or otherwise, known and unknown, suspected or unsuspected.

Section 2. City/County Limited Release. The City and King County hereby release Crowley and PTI from any and all Environmental Liability directly or indirectly arising from Hazardous Substances that were or may have been discharged prior to Closing in or on the Property, including Claims directly or indirectly arising from or related to Hazardous Substances that were removed from the Property prior to Closing.

Section 3. Assignment of Claims. Crowley and PTI assign to the City and King County, with full power of substitution, any and all Claims either may have against any other third party for or with respect to any Environmental Liability directly or indirectly arising from Hazardous Substances in, on, or under the Property prior to Closing; except that (a) Crowley and PTI reserve any Claims they may have against their insurer(s); (b) Crowley and PTI reserve all Claims related to the balance of Parcel D and Slip 4, respectively; (c) this provision does not include assignment of Claims Crowley or PTI may retain under the Purchase Agreement against the City or King County; and (d) Crowley and PTI reserve all Claims for damages to natural resources brought pursuant to CERCLA; the Clean Water Act, 33 U.S.C. §1251 *et seq.*; the Oil Pollution Act, 33 U.S.C. §2701 *et seq.*, MTCA; Chapter 90.48 RCW; or Chapter 90.56 RCW.



Exhibit C

Section 4. No Admission of Liability; No Release of Non-Parties. This Agreement shall not constitute nor shall be used as evidence of any admission of law or fact, or a waiver of any right or defense by any Party, except as expressly set forth in this Agreement. The Parties do not admit to any fact or to any liability under, or violation of any federal, state or local law, rule or regulation, and no part of this Agreement shall constitute such an admission. This Agreement is not intended to, nor shall it, release, discharge or affect any rights or causes of action that any of the Parties hereto may have against any other person or entity, except as otherwise expressly stated in this Agreement, and each of the Parties reserves all such rights. The releases contained in this Agreement shall not impair the rights of the Parties to assert or bring any proceeding to enforce the terms of this Agreement or the Purchase Agreement.

Section 5. Runs with the Land. Upon Closing, this Agreement shall be recorded in the chain of title for the Property and shall be a covenant that runs with the land and is binding on the Parties' successors and assigns.

Section 6. General provisions.

6.1. Notices. Any demand, request or notice which either Party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or when delivered by confirmed facsimile or by private courier service (such as Federal Express), or three (3) days after being deposited in the United States Mail, in registered or certified form, return receipt requested, addressed as follows:

To Crowley or PTI: c/o Crowley Marine Services, Inc.
Attn: R. Stephen Wilson
P.O. Box 2287
1102 S.W. Massachusetts St.
Seattle, WA 98134-1030
Facsimile: (206) 332-8333

with a copy to: Cascadia Law Group
Attn: Rodney L. Brown, Jr.
1201 Third Avenue, Suite 320
Seattle, WA 98101
Facsimile: (206) 292-6301

To the City: c/o Martin Baker
Seattle Public Utilities
Seattle Municipal Tower, Suite 4900
P.O. Box 34027
Seattle, WA 98104-4127
Facsimile: (206) 684-4631



Exhibit C

with a copy to: Seattle City Attorney's Office
Attn: Stephen Karbowski
600 Fourth Avenue, 4th Floor
P.O. Box 94769
Seattle, WA 98101
Facsimile: (206) 684-8284

To King County: c/o _____

with a copy to: King County Prosecuting Attorney's Office

or to such other address which is not a post office box and person as either Party may communicate to the other by like written notice.

6.2. Construction. The headings and subheadings throughout this Agreement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person or persons, firm or firms, corporation or corporations may require. "Person" shall mean an individual, firm, association, corporation, trust or any other form of business or legal entity. The locative adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", etc., whenever the same appear herein, mean and refer to this Agreement in its entirety and not to any specific section or subsection hereof. Any reference in this Agreement to "days" means consecutive calendar days. Any reference in this Agreement to "business days" means days in which the recording office of the county in which the Property is located and national banks are open in the State of Washington. All Parties hereto have been represented by legal counsel in this transaction and accordingly hereby waive the general rule of construction that an agreement shall be construed against its drafter.

6.3. Attorneys' Fees. In the event of litigation between the Parties hereto, declaratory or otherwise, in connection with or arising out of this Agreement, the prevailing Party shall recover from the non-prevailing Party all actual costs, actual damages and actual expenses, including attorneys' fees and charges, paralegal and clerical fees and charges and other professional or consultants' fees and charges expended or incurred in connection therewith, as set by the court, including for appeals, which shall be determined and fixed by the court as part of the judgment.

6.4. Assignment. The City or County may not assign all or any of its interest in this Agreement without Crowley's prior written consent.



Exhibit C

Section 7. Binding. Subject to any limiting provisions otherwise set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

Section 8. Time of the Essence. Time is of the essence in each and every term, covenant and condition of this Agreement.

Section 9. Applicable Law. This Agreement shall be construed and interpreted under the laws of the state where the Property is located.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

Section 11. No Admission of Liability. This Agreement is entered into without any admission of liability, and nothing in this Agreement shall constitute or be interpreted, construed, or used as evidence of any admission of liability.

Section 12. Informed Negotiation. This Agreement is the product of informed negotiation between the Parties hereto. Each of the Parties has participated in drafting this Agreement, or has agreed to the terms of this Agreement, after consulting with counsel.

Section 13. Authority to Enter Agreement. The Parties represent that the person signing this Agreement is duly authorized to do so, and that this Agreement constitutes a valid and binding obligation.

Section 14. Exhibits. The Exhibits attached hereto are a part of this Agreement as if incorporated herein.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the date set forth below.



Exhibit C

THE CITY OF SEATTLE,
a Washington municipal corporation

By: _____
Its: _____

By: _____
Its: _____

Approved as to Form:
Office of the City Attorney

By: _____

KING COUNTY,
a Washington municipal corporation

By: _____
Its: _____

EIGHTH AVENUE TERMINALS, INC.,
a California corporation

By: _____
Its: _____

CROWLEY MARINE SERVICES, INC.,
a Delaware corporation

By: _____
Its: _____

{Notary blocks to be added to correspond to the above signatures.}



EXHIBIT A TO LIMITED RELEASE AGREEMENT
LEGAL DESCRIPTION OF PROPERTY AND SURVEY MAP

EXHIBIT A

PARCEL B:

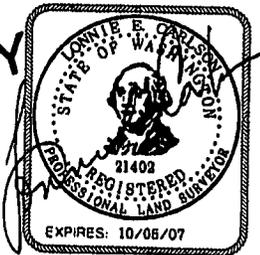
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF EAST MARGINAL WAY SOUTH WITH THE NORTH MARGIN OF SOUTH WEBSTER STREET, AS PER PLAT OF ABRAM'S ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON; THENCE NORTH 49°00'12" WEST ALONG SAID SOUTHWESTERLY MARGIN, 519.00 FEET; THENCE SOUTH 40°59'48" WEST 10.00 FEET; THENCE NORTH 49°00'12" WEST, PARALLEL WITH SAID SOUTHWESTERLY MARGIN, 75.00 FEET; THENCE NORTH 40°59'48" EAST 10.00 FEET TO SAID SOUTHWESTERLY MARGIN; THENCE NORTH 49°00'12" WEST ALONG SAID SOUTHWESTERLY MARGIN, 35.00 FEET; THENCE SOUTH 23°43'29" WEST 62.83 FEET; THENCE NORTH 49°00'12" WEST, PARALLEL WITH SAID SOUTHWESTERLY MARGIN, 98.66 FEET; THENCE NORTH 49°59'48" EAST 60.00 FEET TO SAID SOUTHWESTERLY MARGIN; THENCE NORTH 49°00'12" WEST, ALONG SAID SOUTHWESTERLY MARGIN, 128.68 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING ON THE EASTERLY LINE OF THAT CERTAIN DRAINAGE EASEMENT DESCRIBED IN DOCUMENT RECORDED UNDER RECORDING NUMBER 5978003, RECORDS OF SAID COUNTY, AND ON THE ORIGINAL EASTERLY BOUNDARY OF SLIP NO. 4 OF THE DUWAMISH WATERWAY; THENCE SOUTH 09°28'45" WEST, ALONG SAID EASTERLY LINE AND SAID EASTERLY BOUNDARY, 70.38 FEET TO A POINT 125.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTHERLY LINE OF BLOCK 8, DUWAMISH INDUSTRIAL ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 21 OF PLATS, PAGE 65, RECORDS OF SAID COUNTY; THENCE NORTH 89°58'01" WEST, PARALLEL WITH SAID NORTH LINE, 48.12 FEET; THENCE SOUTH 18°26'38" EAST 47.11 FEET; THENCE SOUTH 02°23'55" EAST 29.58 FEET; THENCE SOUTH 12°22'45" WEST 168.00 FEET; THENCE SOUTH 51°58'02" EAST 43.09 FEET; THENCE SOUTH 36°07'32" WEST 7.84 FEET; THENCE NORTH 54°42'31" WEST 11.84 FEET; THENCE SOUTH 20°09'12" WEST 55.01 FEET; THENCE SOUTH 29°57'21" WEST 45.31 FEET; THENCE SOUTH 30°24'28" WEST 127.33 FEET; THENCE SOUTH 60°59'35" WEST 34.73 FEET; THENCE SOUTH 42°24'49" WEST 45.22 FEET; THENCE SOUTH 33°42'38" WEST 31.87 FEET; THENCE NORTH 52°16'07" WEST 73.55 FEET TO THE REVISED MEDIAN LINE OF SLIP NO. 4 OF THE DUWAMISH WATERWAY; THENCE CONTINUING NORTH 52°16'07" WEST 137.48 FEET; THENCE NORTH 22°06'48" EAST 441.07 FEET; THENCE NORTH 87°53'12" WEST 19.35 FEET TO INTERSECT THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2148.98 FEET, THE CENTER OF WHICH BEARS NORTH 83°21'28" WEST; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°09'48" AN ARC DISTANCE OF 193.64 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 304.80 FEET, THROUGH A CENTRAL ANGLE OF 19°43'31" AN ARC DISTANCE OF 104.93 FEET TO THE SOUTHWESTERLY MARGIN OF EAST MARGINAL WAY; THENCE SOUTH 49°00'12" EAST, ALONG SAID SOUTHWESTERLY MARGIN, 350.38 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 169,387 SQ FT OR 3.88 ACRES +/-.

FOR SUBMITTAL ONLY

06/28/06



12112 115th Avenue NE Kirkland, Washington 98034-9623
425.821.8448 • 800.488.0756 • Fax 425.821.3481
www.triadassoc.com

Land Development Consultants

Exhibit A to Limited Release Agreement Page 1



EXHIBIT A

LOT BOUNDARY ADJUSTMENT NUMBER

OWNER (OWNERS): CROWLEY MARINE SERVICES, INC.

PACIFIC TERMINALS, INC.

GRANTEE:

CITY OF SEATTLE

LEGAL: SEATTLE, WASHINGTON

CONTACT PERSON:

QUAYL B. OSTERBACK, P.E.

TRAD ASSOCIATES, INC.

1000 1ST AVENUE, SUITE 1000

SEATTLE, WA 98101

425-471-4446 (Office), 425-521-3441 (Fax)

FOR SE 1/4 SEC 29

LOT 1-11

BLK 6

DUNWASH INDUSTRIAL ADD.

REG 4 E

VA 21 PG 63

FOR COMPLET LEGAL DESCRIPTION, SEE PAGE 1

ASSESSORS PROPERTY TAX PARCEL NUMBER 1

117 22740-01000 117 21300-064104

BLK 6

VA 21 PG 63

DECLARATION:

WE THE UNDERSIGNED, OWNERS IN FEE SIMPLE OF THE LAND HEREIN DESCRIBED DO HEREBY MAKE A LOT BOUNDARY ADJUSTMENT TO BE THE ORIGINAL REPRESENTATIVE OF SAID LAND AND THE LOT BOUNDARY ADJUSTMENT MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNERS (S).

IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS

CROWLEY MARINE SERVICES, INC. PACIFIC TERMINALS, INC.

BY: _____ ITS: _____

ON THIS DAY PERSONALLY APPEARED BEFORE ME _____ TO ME

KNOW TO BE THE _____ THAT EXCITED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED SUCH INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID PARTY, FOR THE USES AND PURPOSES HEREIN MENTIONED, AND ON DAH

STATED THAT (HE/SHE) WAS DULY INFORMED TO DECIDE SUCH INSTRUMENT UNDER GRAD UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2006

NOTARY PUBLIC _____ PRINTED NAME _____ IN AND FOR THE STATE OF WASHINGTON

MY COMMISSION EXPIRES _____

ACKNOWLEDGMENTS: _____ STATE OF WASHINGTON) SS _____ COUNTY OF KING)

ON THIS DAY PERSONALLY APPEARED BEFORE ME _____ TO ME

KNOW TO BE THE _____ THAT EXCITED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED SUCH INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID PARTY, FOR THE USES AND PURPOSES HEREIN MENTIONED, AND ON DAH

STATED THAT (HE/SHE) WAS DULY INFORMED TO DECIDE SUCH INSTRUMENT UNDER GRAD UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2006

NOTARY PUBLIC _____ PRINTED NAME _____ IN AND FOR THE STATE OF WASHINGTON

MY COMMISSION EXPIRES _____

ACKNOWLEDGMENTS: _____ STATE OF WASHINGTON) SS _____ COUNTY OF KING)

ON THIS DAY PERSONALLY APPEARED BEFORE ME _____ TO ME

KNOW TO BE THE _____ THAT EXCITED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED SUCH INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID PARTY, FOR THE USES AND PURPOSES HEREIN MENTIONED, AND ON DAH

STATED THAT (HE/SHE) WAS DULY INFORMED TO DECIDE SUCH INSTRUMENT UNDER GRAD UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2006

NOTARY PUBLIC _____ PRINTED NAME _____ IN AND FOR THE STATE OF WASHINGTON

MY COMMISSION EXPIRES _____

ACKNOWLEDGMENTS: _____ STATE OF WASHINGTON) SS _____ COUNTY OF KING)

ON THIS DAY PERSONALLY APPEARED BEFORE ME _____ TO ME

KNOW TO BE THE _____ THAT EXCITED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED SUCH INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID PARTY, FOR THE USES AND PURPOSES HEREIN MENTIONED, AND ON DAH

APPROVAL: CITY OF SEATTLE DEPARTMENT OF PLANNING AND DEVELOPMENT DIANE SACHUMURA, DIRECTOR

EXAMINED AND APPROVED THIS _____ DAY OF _____ 2006

BY: _____ DIRECTOR, LAND USE DIVISION

NOTE: APPROVAL OF THIS LOT BOUNDARY ADJUSTMENT BY THE DIRECTOR OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT UNDER CHAPTER 21.24 OF THE SEATTLE MUNICIPAL CODE AS AMENDED IS NOT TO BE CONSTRUED AS A SANCTION OF ANY OTHER APPLICABLE LEGISLATION OR REGULATIONS.) KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____ 2006

BY: _____ ASSESSOR

REASSED LEGAL DESCRIPTION:

PARCEL A. THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEING AT THE INTERSECTION OF THE SOUTHWESTERLY CORNER OF EAST MARSHALL WAY SOUTH, WITH THE

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ORIGINAL LEGAL DESCRIPTION: PARCEL A. THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE

INTERSECTION OF THE SOUTHWESTERLY CORNER OF EAST MARSHALL WAY SOUTH, WITH THE

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RECORDER'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____ 20 _____ AT _____ IN BOOK _____ OF SURVEYS AT PAGE _____ AT THE REQUEST OF _____

MANAGER _____ SUPERINTENDENT OF RECORDS _____

SUREYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF KING COUNTY RECORDING ACT AT THE REQUEST OF _____

CERTIFICATE NO. _____ IN JUNE 2006 _____

ADVANCE COPY

Subject to Revision 1159th Ave, NE Kingdome, WA 98104-6922 425.821.8448

www.triadassociates.com

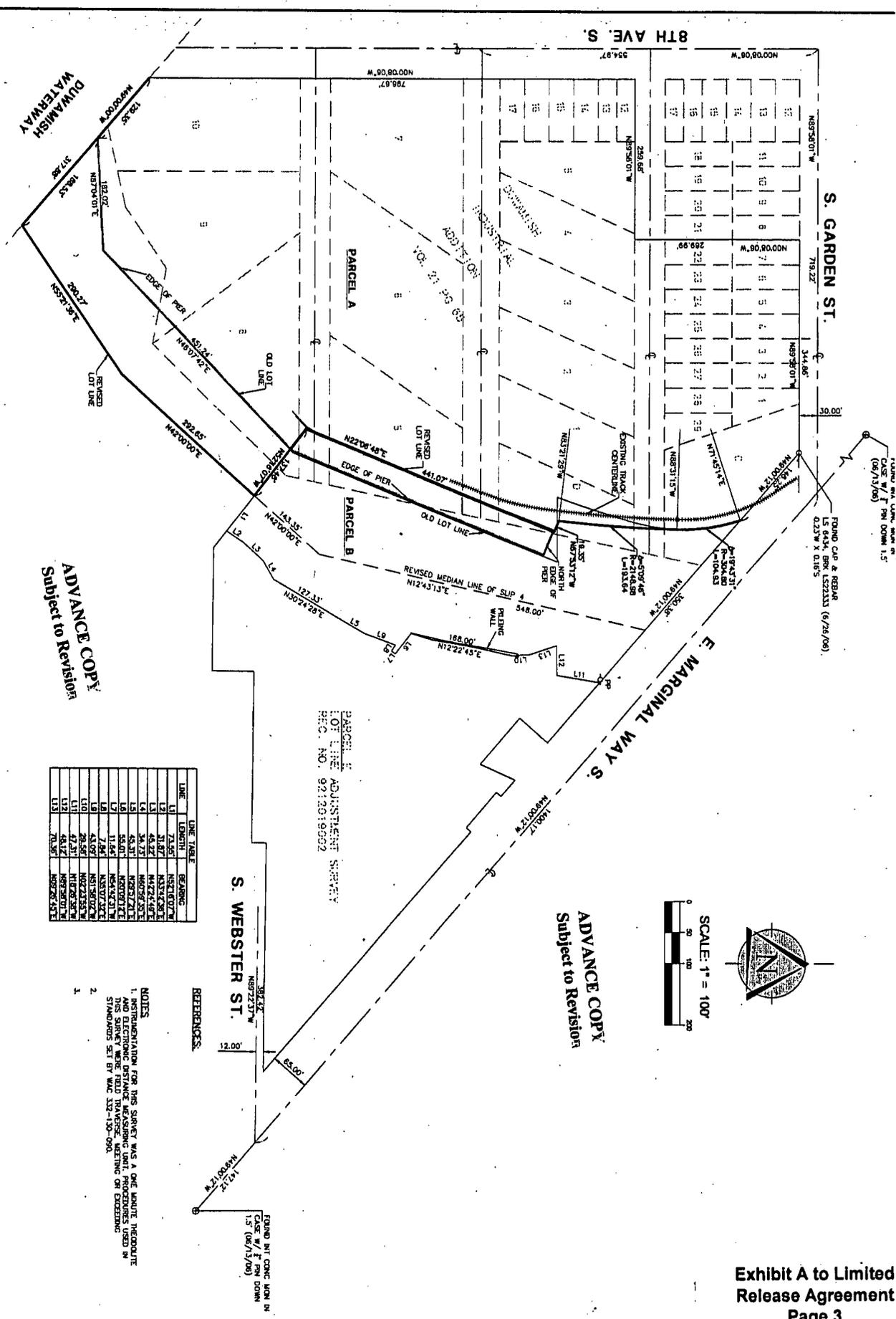


POR NW 1/4, SE 1/4, SEC 29, TWP 24 N., RGE 4 E., WM., KING COUNTY, WASHINGTON

DMN. BY LUM DATE JUNE 27 JOB NO. 06-133

CHKD. BY LEC SCALE N/A SHEET 1 OF 2

EXHIBIT A



LINE	LENGTH	BEARING
L1	73.56	N52°16'07"W
L2	31.87	N33°42'58"E
L3	48.22	N42°42'48"E
L4	34.75	N62°59'23"E
L5	48.31	S58°52'27"E
L6	11.64	N50°07'14"E
L7	11.64	N50°07'14"E
L8	7.66	N53°01'32"E
L9	43.09	N51°58'02"W
L10	28.56	N02°23'55"W
L11	42.31	N10°28'01"W
L12	48.12	N87°28'01"W
L13	78.58	N82°28'53"E

NOTES

1. REVISION FOR THIS SURVEY WAS A ONE MONTE REPRODUCTION AND ELECTRONIC DISTANCE MEASURING UNIT PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE, MEETING OR EXCEEDING STANDARDS SET BY WAC 352-100-090

2.

1.

PARCEL B
LOT LINE ADJUSTMENT SURVEY
REC. NO. 9212019092

RECORDER'S CERTIFICATE

FILED FOR RECORD THIS DAY OF 20 AT _____ IN BOOK _____ OF SURVEYS AT PLACE _____ AT THE REQUEST OF _____

MANAGER _____ SUPERVISOR/CLERK OF RECORDS _____

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF _____

IN JUNE 2008

CERTIFICATE NO. 21402

TRIAD ASSOCIATES

12112 115th Ave. NE
Kirkland, WA 98034-6923
425.821.8448
425.821.3481 fax
800.488.0756 toll free
www.triadassoc.com



POR NW 1/4, SE 1/4, SEC 29,
TWP 24 N., RGE 4 E., W.M.
KING COUNTY, WASHINGTON

OWN. BY LHM
CHKD. BY LEC

DATE JUNE 27
SCALE N/A

JOB NO. 06-133
SHEET 2 OF 2

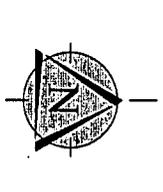


EXHIBIT D
FORM OF LIMITED INDEMNITY BY THE CITY OF SEATTLE



Exhibit D

Recorded at the Request of
And After Recording Return to:

Rodney L. Brown, Jr.
Cascadia Law Group PLLC
1201 Third Avenue, Suite 320
Seattle, WA 98101

Legal Description (abbreviated): Portion of Southeast quarter of Section 29-24-4. Complete legal description(s) are in Exhibit A to this document, attached hereto.
Assessor's Tax Parcel ID: 213620-0641-04, 292404-9110-03.

LIMITED INDEMNITY AGREEMENT

THIS LIMITED INDEMNITY AGREEMENT ("Agreement") is made as of the ___ day of _____, 2007, by THE CITY OF SEATTLE ("City"), a Washington municipal corporation, in favor of EIGHTH AVENUE TERMINALS, INC., a California corporation, formerly known as Pacific Terminals, Inc. ("PTI"), and CROWLEY MARINE SERVICES, INC., a Delaware corporation ("Crowley").

RECITALS

WHEREAS, the real property that is the subject of this Agreement is located in King County, Washington and is legally described in the attached Exhibit A to this Limited Indemnity Agreement (hereafter the "Property"). The "Property" is a portion of the parcel known as Revised Slip #4 and a portion of the parcel known as Parcel D, which parcels were created by Lot Line Adjustment recorded under Recording No. 9212019002, records of King County, Washington.

WHEREAS, Crowley owns Parcel D and PTI owns Revised Slip #4 and these Parties intend to sell the Property to the City of Seattle to facilitate environmental remediation of a portion of the slip and related bank areas within the Property pursuant to that certain Real Estate Purchase and Sale Agreement between the City, Crowley and PTI (the "Purchase Agreement");

WHEREAS, the Parties intend that upon closing of the aforementioned transaction ("Closing") certain limited release and indemnity obligations shall be exchanged among the Parties to this Agreement as described in Sections 11, 12, 13 & 14 of the Purchase Agreement.

LIMITED INDEMNITY AGREEMENT

Exhibit D to Attachment 1 SPU SLIP 4 Ord

Page 1 of 7



Exhibit D

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which are acknowledged, the Parties hereto covenant and agree as follows:

Section 1. Definitions.

1.1. For purposes of this agreement, "*Property*" is as defined in the first recital.

1.2. The term "*Hazardous Substances*" includes all substances that are regulated under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Solid Waste Disposal Act (SWDA) as amended by the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and the Washington State Model Toxics Control Act (MTCA).

1.3. The term "*Environmental Liability*" includes any Claim that may be brought and any order that may be issued pursuant to one of the statutes listed in Section 1.2 above and associated regulations, and Claims based upon common law causes of action for trespass, negligence, nuisance or other common law theories, claims for lost property value, claims for business losses, and claims for personal injuries arising from or related to Hazardous Substances.

1.4. "*Claim*" is defined as any cause of action, in law or in equity, defense, counterclaim, demand, and all other rights, in the nature of contribution, indemnification or otherwise, known and unknown, suspected or unsuspected.

Section 2. City Indemnity and Duty to Defend. The City shall indemnify and defend Crowley and PTI from any and all Environmental Liability directly or indirectly arising from Hazardous Substances in or on the Property prior to Closing, with the sole exception of Claims for damages to natural resources brought pursuant to CERCLA; the Clean Water Act, 33 U.S.C. §1251 *et seq.*; the Oil Pollution Act, 33 U.S.C. §2701 *et seq.*, MTCA; Chapter 90.48 RCW, or Chapter 90.56 RCW.

Section 3. Indemnity and Defense Procedure.

3.1. Crowley shall notify the City in writing within fifteen (15) business days of Crowley's or PTI's receipt of written Claim for which Crowley or PTI believes it is entitled to indemnity and defense by the City pursuant to Section 2 above. The failure of Crowley or PTI to give 15-day notice of a Claim shall not affect Crowley's or PTI's right to be indemnified or defended under this Agreement, provided that the indemnification obligations of City shall be

LIMITED INDEMNITY AGREEMENT

Exhibit D to Attachment 1 SPU SLIP 4 Ord

Page 2 of 7



Exhibit D

reduced by the extent to which the failure to provide the 15-day notice prejudices or damages the City.

3.2. The City shall have 45 days from the Claim notice (the "Notice Period") to notify Crowley whether or not it disputes its liability to Crowley or PTI with respect to such Claim and/or, if defense is at issue, whether or not it disputes its obligation to defend the Claim at its own cost and expense; *provided, however*, that Crowley, in its discretion, may prior to and during the Notice Period file any motion, answer or other pleading that it may deem necessary or appropriate to protect its interest in the event the City ultimately refuse to defend the Claim; however, the failure to do so shall in no way affect Crowley or PTI's right to indemnity and defense under this Agreement. If the City fails to give notice to Crowley within the Notice Period, the City shall be deemed to have accepted the Claim. If the City fails to accept its defense obligation (either by failing to give notice to assume the defense within the Notice Period or by disputing its defense obligation within the Notice Period) *and* it is ultimately determined that the Claim falls within the City's Section 2 indemnity and defense obligation, the City shall: (a) be bound by any determination made in such action or any compromise or settlement thereof effected by Crowley or PTI and (b) shall be required to pay Crowley and PTI's costs of defense including all attorneys' fees and charges, paralegal and clerical fees and charges and other professional or consultants' fees and charges expended or incurred in connection with defense of the Claim.

3.3. If the City notifies Crowley within the Notice Period that it desires to defend Crowley or PTI against a Claim, the City shall have the right to control the defense against the Claim by all appropriate proceedings and any settlement negotiations; provided however, that (a) the City shall retain legal counsel that is reasonably acceptable to Crowley and shall defend any Claim, action or proceeding against Crowley or PTI that is covered by their indemnity and Crowley shall not unreasonably withhold acceptance of legal counsel, and (b) if Crowley desires to participate in, but not control, any such defense or settlement it may do so at its own cost and expense.

3.4. If the Claim is accepted, Crowley and PTI shall reasonably cooperate with the City and in the defense, including, but not limited to: securing and providing evidence; using good faith efforts to make witnesses available for interviews, hearings, depositions, and trials; providing a suitable person to be Crowley's management representative in court proceedings; participating in alternative dispute resolution processes; and complying with other reasonable requests from the City and the legal counsel hired to defend Crowley; provided that Crowley, as owner of PTI, shall not be required to maintain PTI's corporate existence beyond Closing.

Section 4. No Admission of Liability; No Release of Non-Parties. This Agreement shall not constitute nor shall be used as evidence of any admission of law or fact, or a waiver of any right or defense by any Party, except as expressly set forth in this Agreement. The Parties do not

LIMITED INDEMNITY AGREEMENT

Exhibit D to Attachment 1 SPU SLIP 4 Ord

Page 3 of 7



Exhibit D

admit to any fact or to any liability under, or violation of any federal, state or local law, rule or regulation, and no part of this Agreement shall constitute such an admission. This Agreement is not intended to, nor shall it, release, discharge or affect any rights or causes of action that any of the Parties hereto may have against any other person or entity, except as otherwise expressly stated in this Agreement, and each of the Parties reserves all such rights.

Section 5. Runs with the Land. Upon Closing, this Agreement shall be recorded in the chain of title for the Property and shall be a covenant that runs with the land and is binding on the Parties' successors and assigns.

Section 6. General provisions.

6.1. Notices. Any demand, request or notice which any Party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or when delivered by confirmed facsimile or by private courier service (such as Federal Express), or three days (3) after being deposited in the United States Mail, in registered or certified form, return receipt requested, addressed as follows:

To Crowley or PTI: c/o Crowley Marine Services, Inc.
Attn: R. Stephen Wilson
P.O. Box 2287
1102 S.W. Massachusetts St.
Seattle, WA 98134-1030
Facsimile: (206) 332-8333

with a copy to: Cascadia Law Group
Attn: Rodney L. Brown, Jr.
1201 Third Avenue, Suite 320
Seattle, WA 98101
Facsimile: (206) 292-6301

To the City: c/o Martin Baker
Seattle Public Utilities
Seattle Municipal Tower, Suite 4900
P.O. Box 34027
Seattle, WA 98104-4127
Facsimile: (206) 684-4631

LIMITED INDEMNITY AGREEMENT

Exhibit D to Attachment 1 SPU SLIP 4 Ord

Page 4 of 7



Exhibit D

with a copy to: Seattle City Attorney's Office
Attn: Stephen Karbowski
600 Fourth Avenue, 4th Floor
P.O. Box 94769
Seattle, WA 98101
Facsimile: (206) 684-8284

or to such other address which is not a post office box and person as either Party may communicate to the other by like written notice.

6.2. Construction. The headings and subheadings throughout this Agreement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person or persons, firm or firms, corporation or corporations may require. "Person" shall mean an individual, firm, association, corporation, trust or any other form of business or legal entity. The locative adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", etc., whenever the same appear herein, mean and refer to this Agreement in its entirety and not to any specific section or subsection hereof. Any reference in this Agreement to "days" means consecutive calendar days. Any reference in this Agreement to "business days" means days in which the recording office of the county in which the Property is located and national banks are open in the State of Washington. All Parties hereto have been represented by legal counsel in this transaction and accordingly hereby waive the general rule of construction that an agreement shall be construed against its drafter.

6.3. Attorneys' Fees. In the event of litigation between the Parties hereto, declaratory or otherwise, in connection with or arising out of this Agreement; the prevailing Party shall recover from the non-prevailing Party all actual costs, actual damages and actual expenses, including attorneys' fees and charges, paralegal and clerical fees and charges and other professional or consultants' fees and charges expended or incurred in connection therewith, as set by the court, including for appeals, which shall be determined and fixed by the court as part of the judgment.

6.4. Assignment. The City may not assign all or any of its interest in this Agreement without Crowley's prior written consent.

Section 7. Binding. Subject to any limiting provisions otherwise set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

LIMITED INDEMNITY AGREEMENT

Exhibit D to Attachment 1 SPU SLIP 4 Ord

Page 5 of 7



Section 8. Time of the Essence. Time is of the essence in each and every term, covenant and condition of this Agreement.

Section 9. Applicable Law. This Agreement shall be construed and interpreted under the laws of the state where the Property is located.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

Section 11. No Admission of Liability. This Agreement is entered into without any admission of liability, and nothing in this Agreement shall constitute or be interpreted, construed, or used as evidence of any admission of liability.

Section 12. Informed Negotiation. This Agreement is the product of informed negotiation between the Parties hereto. Each of the Parties has participated in drafting this Agreement, or has agreed to the terms of this Agreement, after consulting with counsel.

Section 13. Authority to Enter Agreement. The Parties represent that the person signing this Agreement is duly authorized to do so, and that this Agreement constitutes a valid and binding obligation.

Section 14. Exhibits. The Exhibits attached hereto are a part of this Agreement as if incorporated herein.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the date set forth below.

THE CITY OF SEATTLE,
a Washington municipal corporation

By: _____
Its: _____

LIMITED INDEMNITY AGREEMENT



Exhibit D

By: _____
Its: _____

Approved as to Form:
Office of the City Attorney

By: _____

EIGHTH AVENUE TERMINALS, INC.,
a California corporation

By: _____
Its: _____

CROWLEY MARINE SERVICES, INC.,
a Delaware corporation

By: _____
Its: _____

{Notary blocks to be added}

LIMITED INDEMNITY AGREEMENT

Exhibit D to Attachment 1 SPU SLIP 4 Ord

Page 7 of 7



EXHIBIT A TO LIMITED INDEMNITY AGREEMENT
LEGAL DESCRIPTION OF PROPERTY AND SURVEY MAP

EXHIBIT A

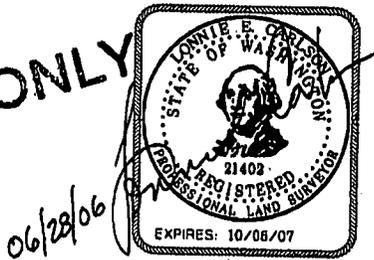
PARCEL B:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF EAST MARGINAL WAY SOUTH WITH THE NORTH MARGIN OF SOUTH WEBSTER STREET, AS PER PLAT OF ABRAM'S ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON;
THENCE NORTH 49°00'12" WEST ALONG SAID SOUTHWESTERLY MARGIN, 519.00 FEET;
THENCE SOUTH 40°59'48" WEST 10.00 FEET;
THENCE NORTH 49°00'12" WEST, PARALLEL WITH SAID SOUTHWESTERLY MARGIN, 75.00 FEET;
THENCE NORTH 40°59'48" EAST 10.00 FEET TO SAID SOUTHWESTERLY MARGIN;
THENCE NORTH 49°00'12" WEST ALONG SAID SOUTHWESTERLY MARGIN, 35.00 FEET;
THENCE SOUTH 23°43'29" WEST 62.83 FEET;
THENCE NORTH 49°00'12" WEST, PARALLEL WITH SAID SOUTHWESTERLY MARGIN, 98.66 FEET;
THENCE NORTH 49°59'48" EAST 60.00 FEET TO SAID SOUTHWESTERLY MARGIN;
THENCE NORTH 49°00'12" WEST, ALONG SAID SOUTHWESTERLY MARGIN, 128.68 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING ON THE EASTERLY LINE OF THAT CERTAIN DRAINAGE EASEMENT DESCRIBED IN DOCUMENT RECORDED UNDER RECORDING NUMBER 5978003, RECORDS OF SAID COUNTY, AND ON THE ORIGINAL EASTERLY BOUNDARY OF SLIP NO. 4 OF THE DUWAMISH WATERWAY;
THENCE SOUTH 09°28'45" WEST, ALONG SAID EASTERLY LINE AND SAID EASTERLY BOUNDARY, 70.36 FEET TO A POINT 125.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTHERLY LINE OF BLOCK 8, DUWAMISH INDUSTRIAL ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 21 OF PLATS, PAGE 65, RECORDS OF SAID COUNTY;
THENCE NORTH 89°58'01" WEST, PARALLEL WITH SAID NORTH LINE, 48.12 FEET;
THENCE SOUTH 18°28'38" EAST 47.11 FEET;
THENCE SOUTH 02°23'55" EAST 29.58 FEET;
THENCE SOUTH 12°22'46" WEST 168.00 FEET;
THENCE SOUTH 51°58'02" EAST 43.09 FEET;
THENCE SOUTH 36°07'32" WEST 7.84 FEET;
THENCE NORTH 54°42'31" WEST 11.84 FEET;
THENCE SOUTH 20°09'12" WEST 55.01 FEET;
THENCE SOUTH 29°57'21" WEST 45.31 FEET;
THENCE SOUTH 30°24'28" WEST 127.33 FEET;
THENCE SOUTH 60°59'35" WEST 34.73 FEET;
THENCE SOUTH 42°24'49" WEST 45.22 FEET;
THENCE SOUTH 33°42'36" WEST 31.87 FEET;
THENCE NORTH 52°16'07" WEST 73.55 FEET TO THE REVISED MEDIAN LINE OF SLIP NO. 4 OF THE DUWAMISH WATERWAY;
THENCE CONTINUING NORTH 52°16'07" WEST 137.48 FEET;
THENCE NORTH 22°08'48" EAST 441.07 FEET;
THENCE NORTH 67°53'12" WEST 19.35 FEET TO INTERSECT THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2148.98 FEET, THE CENTER OF WHICH BEARS NORTH 83°21'29" WEST;
THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°09'48" AN ARC DISTANCE OF 193.64 FEET TO A POINT OF COMPOUND CURVE;
THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 304.80 FEET, THROUGH A CENTRAL ANGLE OF 19°43'31" AN ARC DISTANCE OF 104.93 FEET TO THE SOUTHWESTERLY MARGIN OF EAST MARGINAL WAY;
THENCE SOUTH 49°00'12" EAST, ALONG SAID SOUTHWESTERLY MARGIN, 350.38 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 169,397 SQ FT OR 3.88 ACRES +/-.

FOR SUBMITTAL ONLY



12112 115th Avenue NE Kirkland, Washington 98034-9623
425.821.8448 • 800.488.0756 • Fax 425.821.3481
www.triadassoc.com

Land Development Consultants



LOT BOUNDARY ADJUSTMENT NUMBER

GRANTOR (OWNERS): CROMLEY MARINE SERVICES, INC.

PACIFIC TERMINALS, INC.

GRANTEE:

CITY OF SEATTLE

CONTACT PERSON:

DIANE SCHAUBER, DIRECTOR

FOR COMPLETE LEGAL DESCRIPTIONS, SEE PAGE 1

DECLARATION:

WE THE UNDERSIGNED, OWNERS IN FEE SIMPLE OF THE LAND HEREIN DESCRIBED DO HEREBY MAKE A LOT BOUNDARY ADJUSTMENT...

ACKNOWLEDGMENTS:

ON THIS DAY PERSONALLY APPEARED BEFORE ME ... TO ME

ACKNOWLEDGMENTS:

ON THIS DAY PERSONALLY APPEARED BEFORE ME ... TO ME

KNOWING TO BE THE ... THAT EXPLOITED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED SUCH INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID PARTY...

RECORDER'S CERTIFICATE

FILED FOR RECORD THIS ... DAY OF ... 20 ... AT ... M IN BOOK ... OF SURVEYS AT PLACE ... AT THE REQUEST OF ...

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF ...

APPROVAL:

CITY OF SEATTLE DEPARTMENT OF PLANNING AND DIANE SCHAUBER, DIRECTOR

EXAMINED AND APPROVED THIS ... DAY OF ... 2006

DIRECTOR, LAND USE DIVISION

NOTE: APPROVAL OF THE LOT BOUNDARY ADJUSTMENT BY THE DIRECTOR OF THE DEPARTMENT OF PLANNING AND DESIGNATION UNDER CHAPTER 12.24 OF THE SEATTLE MUNICIPAL CODE AS AMENDED, IS NOT TO BE CONSIDERED AS SATISFACTION OF ANY OTHER APPLICABLE LEGISLATION OR REGULATIONS.

ADVANCE COPY Subject to Revision

REASED LEGAL DESCRIPTION:

PARCEL A:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY CORNER OF SAID LOT 1, SAID BLOCK 6, AND THE WEST LINE OF SAID LOT 1, SAID BLOCK 6, AND THE WEST LINE OF SAID LOT 1, SAID BLOCK 6, AND THE WEST LINE OF SAID LOT 1, SAID BLOCK 6...

ORIGINAL LEGAL DESCRIPTION:

PARCEL A:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY CORNER OF SAID LOT 1, SAID BLOCK 6, AND THE WEST LINE OF SAID LOT 1, SAID BLOCK 6, AND THE WEST LINE OF SAID LOT 1, SAID BLOCK 6...

RECORDING INFORMATION

FOR NW 1/4, SE 1/4, SEC 29, TWP 24 N., RGE 4 E., WM. KING COUNTY, WASHINGTON

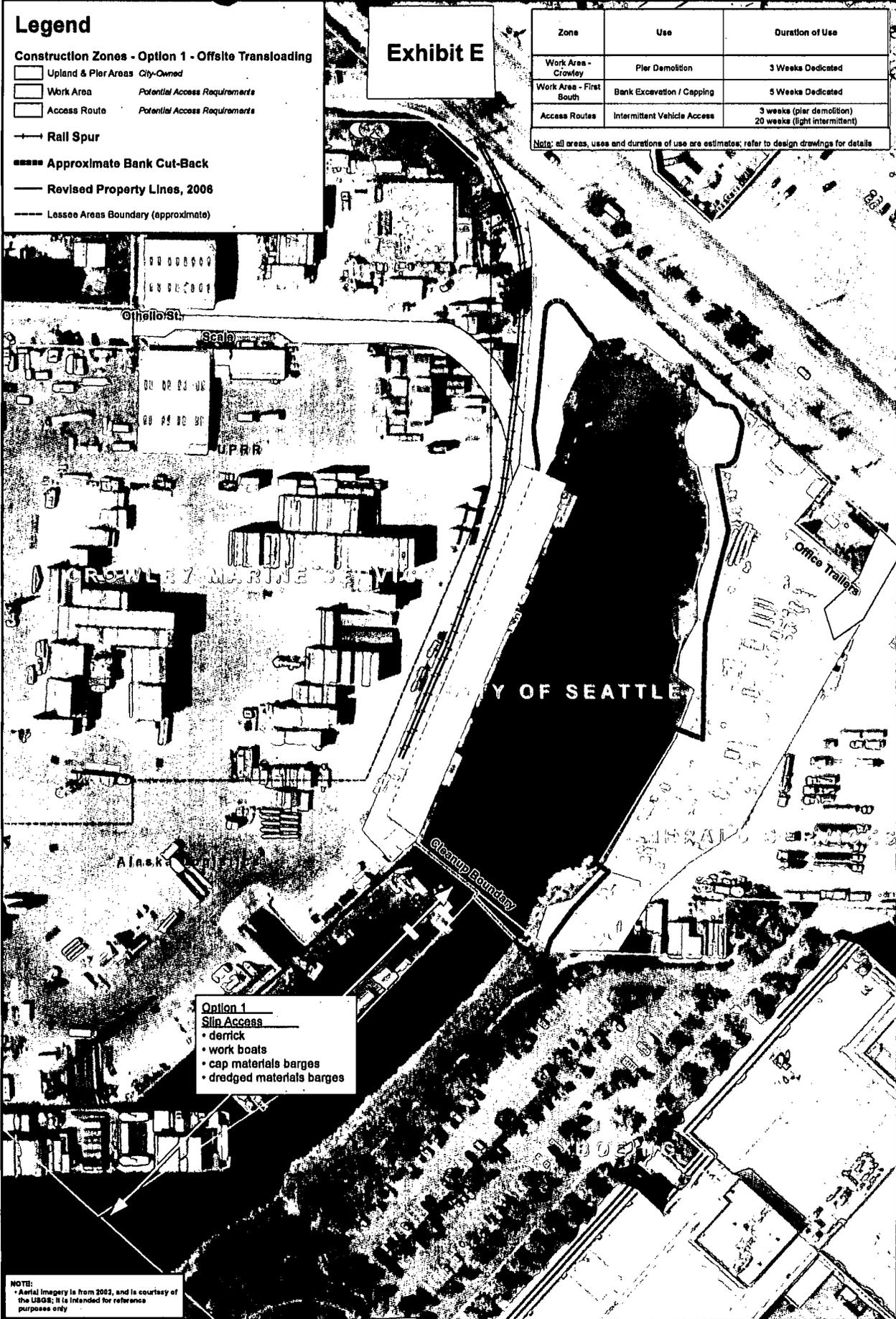
Table with columns: DWN. BY, DATE, SCALE, SHEET, JOB NO. Values: LHM, JUNE 27, N/A, 1 OF 2, 06-133

ADVANCE COPY Subject to Revision TRIAD ASSOCIATES 425 821 8448 800.488.0756



EXHIBIT E
CITY ACCESS OPTIONS FOR REMOVAL WORK ON RETAINED CROWLEY
PROPERTY ("CONSTRUCTION ACCESS OPTIONS")





Legend

Construction Zones - Option 1 - Offsite Transloading

- Upland & Pier Areas *City-Owned*
- Work Area *Potential Access Requirements*
- Access Route *Potential Access Requirements*
- Rail Spur
- Approximate Bank Cut-Back
- Revised Property Lines, 2006
- Lessee Areas Boundary (approximate)

Exhibit E

Zone	Use	Duration of Use
Work Area - Crowley	Pier Demolition	3 Weeks Dedicated
Work Area - First South	Bank Excavation / Capping	5 Weeks Dedicated
Access Routes	Intermittent Vehicle Access	3 weeks (pier demolition) 20 weeks (light intermittent)

Note: all areas, uses and durations of use are estimates; refer to design drawings for details

- Option 1**
- Slip Access
 - derrick
 - work boats
 - cap materials barges
 - dredged materials barges

NOTE:
• Aerial imagery is from 2005, and is courtesy of the USGS; it is intended for reference purposes only



Exhibit E to Attachment 1 of SPU Slip 4 Ordinance

Figure 8-1 Site Access and Staging Option 1: Offsite Transloading Slip 4 Removal Design



EXHIBIT F
ACCESS AGREEMENTS WITH CROWLEY
AND EXISTING CROWLEY TENANTS
(To be negotiated after mutual execution of this Agreement in accordance with Section 5
of this Agreement)



FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Public Utilities	Martin Baker/684-5984	John McCoy 5-0768

Legislation Title:

AN ORDINANCE relating to the acquisition of approximately 4.0 acres of property composed of uplands, banks and submerged lands of Slip 4 ("the Property"), an arm of the Lower Duwamish Waterway, from Crowley Marine Services, Inc. and its related entities; authorizing a Purchase and Sale Agreement and acceptance of a Special Warranty Deed for the Property; and placing the Property under the jurisdiction of Seattle Public Utilities.

Summary and background of the Legislation:

Summary action:

This action is a necessary step in implementing the EPA-approved alternative for sediment remediation of Slip 4 being done by the City under the Duwamish Superfund cleanup. The total cost of the remediation, including the required purchase of the property discussed here, is being shared by the City and King County under existing agreements. SPU and City Light each bear 25% of the cost of implementing the cleanup and King County bears 50% of the cost. These costs may be partially reimbursed by other potentially responsible parties through future voluntary allocation proceedings or through contribution actions brought by the City and County under the federal or state cleanup laws.

This legislation authorizes the City to acquire a portion of Slip 4, designated by EPA as the total cleanup area, for up to \$550,000. The City will hold legal title to the property which will remain under the management of SPU.

Lower Duwamish Superfund area context

In 2001, the U.S. Environmental Protection Agency (EPA) declared the Lower Duwamish Waterway a Superfund site under the Comprehensive Environmental Response, Compensation, and Liability Act. The City of Seattle, King County, the Port of Seattle, and the Boeing Company (the Parties) executed an Administrative Order on Consent with EPA and the Washington State Department of Ecology for a remedial investigation and feasibility study to determine the nature and extent of sediment contamination. The studies will allow EPA and Ecology to determine what cleanup they will require within the site. A Record of Decision is expected from EPA in 2008.

Slip 4 Early Action site, King County partnership, liability allocation timing

After preliminary studies the Parties identified several sites within the five mile-long Lower Duwamish Superfund site warranting early action clean-up. The City and King County agreed to undertake the clean-up of one of those sites, Slip 4. The City, through a Memorandum of Agreement with King County, agreed to manage the cleanup with the County as a 50/50 cost share partner. Allocation proceedings to determine the ultimate liability shares for all potential

responsible parties will occur no later than three years from the end of the remediation and EPA's acceptance of the cleanup.

EPA selected alternative

After completing engineering evaluation and cost analysis that considered four alternatives ranging from a minimal dredge/maximum cap alternative to a full dredge and cap alternative, EPA selected a moderate dredge and extensive cap cleanup alternative to achieve an appropriate level of human and ecological risk reduction and protection. This alternative also maximized the extent of habitat treatment in the cleanup area. Because the selected cleanup alternative precludes the future use of one of the Crowley Marine Services berthing areas, it requires the purchase of Crowley's property within the cleanup boundary and specific institutional controls to provide long-term protection of the cap. Eliminating the need to dredge deeply enough to accommodate barges in that area of Slip 4 reduces cleanup costs by approximately \$1.5 million.

The budget authority for this purchase is already included in SPU's CIP in the Habitat and Sediments BCL and in City Light's Facilities Environmental Remediation Project.

King County will reimburse SPU for 50% of the costs and Seattle City Light will reimburse SPU for 25% of the costs, leaving a net cost to SPU of approximately \$137,500.

Project Name:	Project I.D.	Project Location:	Start Date:	End Date
Sediment Remediation WW	C3502	Duwamish Waterway	2007	2007
Sediment Remediation DRN	C3501			

The start and end dates reflect the expectation that the purchase of the property will conclude in 2007, not that the whole CIP project will be done in 2007.

- Please check any of the following that apply:

 This legislation creates, funds, or anticipates a new CIP Project. (Please note whether the current CIP is being amended through this ordinance, or provide the Ordinance or Council Bill number of the separate legislation that has amended/is amending the CIP.)

 This legislation does not have any financial implications. (Stop here and delete the remainder of this document prior to saving and printing.)

 X **This legislation has financial implications.** (Please complete all relevant sections that follow.)

Appropriations: This table should reflect appropriations that are a direct result of this legislation. In the event that the projects associated with this ordinance have appropriations that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below. Finally, if this legislation does not directly



change an appropriation, but results in budget authority being moved within a Budget Control Level, or to a Budget Control Level (up to 10%), please explain in the Notes section below.

Fund Name and Number	Department	Budget Control Level*	2006 Appropriation	2007 Anticipated Appropriation
TOTAL				

**See budget book to obtain the appropriate Budget Control Level for your department.*

Notes:

The 2007 CIP budget has sufficient authority to cover the costs of this purchase. In SPU, the authority is in programs C3501 and C3502. In City Light, it resides in Project 9152 - Facilities Environmental Remediation.

Spending Plan and Future Appropriations for Capital Projects: *Please list the timing of anticipated appropriation authority requests and expected spending plan. In addition, please identify your cost estimate methodology including inflation assumptions, the projected costs of meeting applicable LEED standards, and the percent for art and design as appropriate.*

Spending Plan and Budget	2006	2007	2008	2009	2010	2011	Total
Spending Plan		\$550,000					
Current Year Appropriation							
Future Appropriations							

Notes: Purchase of this property does not influence the overall spending plan for the Duwamish Superfund as reflected in the 2006/2010 CIP.

Funding source: *Identify funding sources including revenue generated from the project and the expected level of funding from each source.*

Funding Source (Fund Name and Number, if applicable)	2006	2007	2008	2009	2010	2011	Total
SPU Drainage Fund		330,000					330,000
SPU Wastewater Fund		220,000					220,000
TOTAL		550,000					550,000

Notes:



As part of the cost sharing agreement for implementing the EPA preferred alternative for clean-up of Slip 4, King County will reimburse SPU for \$275,000 and SCL will reimburse SPU for \$137,500 so that the net cost to SPU will be \$137,500.

Bond Financing Required: *If the project or program requires financing, please list type of financing, amount, interest rate, term and annual debt service or payment amount. Please include issuance costs of 3% in listed amount.*

Type	Amount	Assumed Interest Rate	Term	Timing	Expected Annual Debt Service/Payment
TOTAL					

No special bond funding will be required for this purchase.

Uses and Sources for Operation and Maintenance Costs for the Project: *Estimate cost of one-time startup, operating and maintaining the project over a six year period and identify each fund source available. Estimate the annual savings of implementing the LEED Silver standard. Identify key assumptions such as staffing required, assumed utility usage and rates and other potential drivers of the facility's cost.*

O&M	2006	2007	2008	2009	2010	2011	Total
Uses							
Start Up							
On-going							
Sources (itemize)							

Notes:

The acquisition of the property will not involve O & M. The remediation of the site will require some longer term monitoring which has been accounted for in the estimates for the cleanup itself.

Periodic Major Maintenance costs for the project: *Estimate capital cost of performing periodic maintenance over life of facility. Please identify major work items, frequency.*

Major Maintenance Item	Frequency	Cost	Likely Funding Source
TOTAL			

No major maintenance is anticipated.

Funding sources for replacement of project: *Identify possible and/or recommended method of financing the project replacement costs.*

--

No project replacement is anticipated



Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE

Impact: *This table should only reflect the actual number of positions created by this legislation. In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.*

Position Title and Department*	Fund Name	Fund Number	Part-Time/Full Time	2006 Positions	2006 FTE	2007 Positions**	2007 FTE**
TOTAL							

* List each position separately

** 2007 positions and FTE are total 2007 position changes resulting from this legislation, not incremental changes. Therefore, under 2007, please be sure to include any continuing positions from 2006.

Notes:

No positions are anticipated or included in this legislation

- **Do positions sunset in the future?** (If yes, identify sunset date):
- **What is the financial cost of not implementing the legislation:** (Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented):

Not implementing the legislation would preclude the cleanup being done as ordered by EPA. This would be followed by a federal compliance order and possible fines for non-compliance with the order and the federal Superfund Law. EPA could bring legal action against the City to proceed with a deeper dredge cleanup that allows for continued use of the berth for barge commerce and potential court action. A deeper dredge cleanup would cost the City substantially more – approximately \$1.5 million more than EPA’s chosen alternative with the purchase of the property.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives** (Include any potential alternatives to the proposed legislation, including using an existing facility to fulfill the uses envisioned by the proposed project, adding components to or subtracting components from the total proposed project, contracting with an outside organization to provide the services the proposed project would fill, or other alternatives):



The only alternative to the legislation is to implement a cleanup alternative that does not require the purchase of the property. The least costly alternative which does not require this purchase is approximately \$1.5 million more costly than the selected option with the purchase of the property. However, this option may only be theoretical since EPA has made a decision in their Action Memorandum dated May 6, 2006, and will proceed to issue a regulatory order to the City to carry out this alternative.

- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future?)*

There are no public hearing requirements for the purchase of the property. EPA held public hearings and took public comment on the selection of the cleanup option which includes the purchase of the property. The majority of the testimony supported the selected alternative.

- **Other Issues** *(including long-term implications of the legislation):*

Please list attachments to the fiscal note below:

No attachments



City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

January 30, 2007

Honorable Nick Licata
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Licata:

I am pleased to transmit the attached proposed Council Bill for consideration. This legislation authorizes the acquisition of about four acres of property along the Lower Duwamish Waterway from Crowley Marine Services, Inc. and its related entities. The proposed legislation also authorizes acceptance of a Special Warranty Deed for the property and places it under the jurisdiction of Seattle Public Utilities.

Approving this measure would help fulfill the City of Seattle's role in cleaning up a site known as Slip 4 under the federal Superfund process. Seattle Public Utilities, in partnership with King County, intends to excavate sediments contaminated by polychlorinated biphenyls (PCBs) in the bank and river at Slip 4 and construct a cover over remaining sediments. The cleanup would help protect both human health and the environment. Also, buying this property would allow the City to create fish habitat that will be especially helpful to salmon as they migrate through the Waterway.

The City's cleanup proposal at Slip 4 is dependent upon its purchase of a portion of the site. The cleanup proposal is supported by residential, environmental and business stakeholders and has received approval from the Environmental Protection Agency.

This legislation is a critical step toward making the Lower Duwamish Waterway healthier and toward improving fish habitat in the Waterway. Should you have questions, please contact Martin Baker at 684.5984 or Judith Noble at 684.8078.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'Greg Nickels', written over a large, loopy flourish.

GREG NICKELS
Mayor of Seattle

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, E:mail: mayors.office@seattle.gov

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



Return Address:

Seattle City Clerk's Office

600 4th Avenue, Floor 3

P O Box 94728

Seattle, WA 98124 - 4728



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SEATTLE CITY C ORD 35.00
PAGE 001 OF 004
03/23/2007 15:20
KING COUNTY, WA

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) and corresponding number (or transaction contained therein)

1. Ordinance #122351
2. AN ORDINANCE relating to the acquisition of approximately 4.0 acres of property composed of uplands, banks and submerged lands of Slip 4 ("the Property"), an arm of the Lower Duwamish Waterway, from Crowley Marine Services, Inc. and its related entities; authorizing a Purchase and Sale Agreement and acceptance of a Special Warranty Deed for the Property; and placing the Property under the jurisdiction of Seattle Public Utilities.

Reference Number(s) of Documents assigned or released:

1. Additional reference #'s on page ____ of document

Grantor(s) Bayview West LLC.

- 1. City of Seattle
- Additional names on page ____ of document.

Grantee(s) Public (Last name first, then first name and initials)

- 1. City of Seattle
- 2. Additional names on page ____ of document

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

Lots 1 through 4, block 3 Southern Pacific Addition to West Seattle except the west 10 feet thereof; and Parcel #2: :pts 5, 6, and 7, Block 3, Southern Pacific Addition to West Seattle, Except the West 10 feet thereof.

Additional reference #'s on page ____ of document

Assessor's Property Tax Parcel/Account Number

7891600285 & 78916600295

- Assessor Tax # not yet assigned.

Stephen Karbowski/srk
SPUSlip4ORD
February 23, 2007
Version #5a

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ORDINANCE 122351

AN ORDINANCE relating to the acquisition of approximately 4.0 acres of property composed of uplands, banks and submerged lands of Slip 4 ("the Property"), an arm of the Lower Duwamish Waterway, from Crowley Marine Services, Inc. and its related entities; authorizing a Purchase and Sale Agreement and acceptance of a Special Warranty Deed for the Property; and placing the Property under the jurisdiction of Seattle Public Utilities.

WHEREAS; the City of Seattle ("the City") has taken the lead in the investigation and cleanup of contaminated sediments in the Slip 4 Early Action Area ("Slip 4 EAA") of the Lower Duwamish Superfund Site, as authorized by Ordinance 121590, which was passed by the Seattle City Council on September 13, 2004 and signed by the Mayor on September 22, 2004;

WHEREAS, the City, as authorized by Ordinance 121590, has entered into an Administrative Settlement Agreement and Order on Consent (ASAOC) for Removal Action with the U.S. Environmental Protection Agency ("EPA"), for the cleanup of the Slip 4 EAA; and

WHEREAS, the City and King County have entered into a cost-sharing arrangement for the investigation and cleanup of the Slip 4 EAA; and

WHEREAS; the cost of the cleanup work will be reduced by at least 1.5 million dollars if future navigational dredging of the Slip 4 EAA can be avoided; and

WHEREAS, City purchase of the Property will prevent future navigational dredging, expedite the cleanup, restore natural habitat within the Slip 4 EAA, and provide potential for recreational opportunities such as wildlife viewing and kayaking; and



Stephen Karbowski/srk
SPUSlip4ORD
February 23, 2007
Version #5a

1
2 WHEREAS, the cleanup alternative selected by EPA and described in EPA's Action
3 Memorandum for a Non-Time-Critical Removal Action at the Slip 4 Early Action Area,
4 dated May 5, 2006, is protective of human health and the environment and includes
5 significant restoration of habitat within the Slip 4 EAA; and

6 WHEREAS, the alternative selected by EPA requires purchase of the Property by the City, and

7 WHEREAS, the EPA selected alternative has significant public support; NOW, THEREFORE,

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

9 Section 1. Seattle Public Utilities is authorized to acquire either by purchase or by
10 eminent domain, the property legally described in Exhibit A to Attachment 1 (the "Property") for
11 an acquisition price of not to exceed Five Hundred and Fifty Thousand Dollars (\$550,000.00),
12 and other costs required for the City to obtain title and rights to the Property, in the amount of
13 approximately \$6,000.

14 Section 2. The Director of Seattle Public Utilities is authorized to execute a Purchase and
15 Sale Agreement for the Property (substantially in the form as attached to this Ordinance as
16 Attachment 1) and such other documents as the Director deems necessary to consummate the
17 acquisition of the Property.
18

19 Section 3. The Director of Seattle Public Utilities is authorized to accept and record a
20 Special Warranty Deed to the Property. The Property thus acquired shall be placed under the
21 jurisdiction of Seattle Public Utilities.
22

23 Section 4. Any act consistent with the authority of this ordinance that is taken after
24 passage of this ordinance but prior to its effective date is hereby ratified and confirmed.
25



I, JUDITH E. PIPPIN, CITY CLERK OF THE CITY OF SEATTLE DO HEREBY
CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT
COPY OF ORDINANCE # 122351

AS THE SAME APPEARS ON FILE, AND OF RECORD IN THIS DEPARTMENT

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED
THE SEAL TO THE CITY OF SEATTLE, THIS 5th day of March, 2007.

JUDITH E. PIPPIN
CITY CLERK

BY Deena Wharton
DEPUTY CLERK

Stephen Karbowski/srk
SPUSlip4ORD
February 23, 2007
Version #5a

1 Section 5. This ordinance shall take effect and be in force thirty (30) days from and after
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
3 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4 Passed by the City Council the 5th day of March, 2007, and signed by me in
5 open session in authentication of its passage this 5th day of March, 2007.

[Signature]
President of the City Council

8 Approved by me this 12th day of March, 2007.

[Signature]
Gregory J. Nickels, Mayor

13 Filed by me this 13th day of March, 2007.

[Signature]
City Clerk

16 (Seal)

19 List of Attachments:

- 20 Attachment 1 -- Real Estate Purchase and Sale Agreement, with Exhibits A-E:
- 21 Exhibit A -- Property Description
- 22 Exhibit B -- Permitted Title Exceptions
- 23 Exhibit C -- Limited Release Agreement
- 24 Exhibit D -- Limited Indemnity Agreement
- 25 Exhibit E -- Construction Access Options



STATE OF WASHINGTON – KING COUNTY

--SS.

208858
CITY OF SEATTLE, CLERKS OFFICE

No.

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 12th 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 ORD 122351

was published on

03/19/07

The amount of the fee charged for the foregoing publication, is the sum of \$ 34.88, which amount has been paid in full.



[Handwritten signature]

Subscribed and sworn to before me on

[Handwritten signature]
03/19/07

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinance, passed by the City Council on March 5, 2007, and published here by title only, will be mailed, at no cost, on request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 122861

AN ORDINANCE relating to the acquisition of approximately 4.0 acres of property composed of uplands, banks and submerged lands of Slip 4 ("the Property"), an arm of the Lower Duwamish Waterway, from Crowley Marine Services, Inc. and its related entities; authorizing a Purchase and Sale Agreement and acceptance of a Special Warranty Deed for the Property; and placing the Property under the jurisdiction of Seattle Public Utilities.

Date of publication in the Seattle Daily Journal of Commerce, March 19, 2007.
8/19(208858)

122351

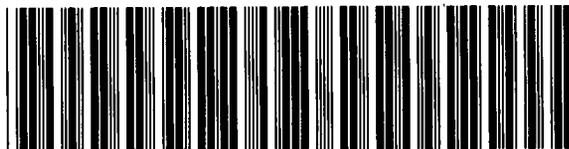
Return Address:

Seattle City Clerk's Office

600 4th Avenue, Floor 3

P O Box 94728

Seattle, WA 98124 - 4728



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SEATTLE CITY C ORD 35.00
PAGE 001 OF 004
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KING COUNTY, WA

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

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Reference Number(s) of Documents assigned or released:

1. Additional reference #'s on page ____ of document

Grantor(s) Bayview West LLC.

- 1. City of Seattle
- Additional names on page ____ of document.

Grantee(s) Public (Last name first, then first name and initials)

- 1. City of Seattle
- 2. Additional names on page ____ of document

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

Lots 1 through 4, block 3 Southern Pacific Addition to West Seattle except the west 10 feet thereof; and Parcel #2: :pts 5, 6, and 7, Block 3, Southern Pacific Addition to West Seattle, Except the West 10 feet thereof.

Additional reference #'s on page ____ of document

Assessor's Property Tax Parcel/Account Number

7891600285 & 78916600295

- Assessor Tax # not yet assigned.

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CITY OF SEATTLE
APR 23 AM 9:26
CITY CLERK

Stephen Karbowski/srk
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February 23, 2007
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ORDINANCE 122351

AN ORDINANCE relating to the acquisition of approximately 4.0 acres of property composed of uplands, banks and submerged lands of Slip 4 ("the Property"), an arm of the Lower Duwamish Waterway, from Crowley Marine Services, Inc. and its related entities; authorizing a Purchase and Sale Agreement and acceptance of a Special Warranty Deed for the Property; and placing the Property under the jurisdiction of Seattle Public Utilities.

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WHEREAS, the City, as authorized by Ordinance 121590, has entered into an Administrative Settlement Agreement and Order on Consent (ASAOC) for Removal Action with the U.S. Environmental Protection Agency ("EPA"), for the cleanup of the Slip 4 EAA; and

WHEREAS, the City and King County have entered into a cost-sharing arrangement for the investigation and cleanup of the Slip 4 EAA; and

WHEREAS; the cost of the cleanup work will be reduced by at least 1.5 million dollars if future navigational dredging of the Slip 4 EAA can be avoided; and

WHEREAS, City purchase of the Property will prevent future navigational dredging, expedite the cleanup, restore natural habitat within the Slip 4 EAA, and provide potential for recreational opportunities such as wildlife viewing and kayaking; and



Stephen Karbowski/srk
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WHEREAS, the cleanup alternative selected by EPA and described in EPA's Action Memorandum for a Non-Time-Critical Removal Action at the Slip 4 Early Action Area, dated May 5, 2006, is protective of human health and the environment and includes significant restoration of habitat within the Slip 4 EAA; and

WHEREAS, the alternative selected by EPA requires purchase of the Property by the City, and

WHEREAS, the EPA selected alternative has significant public support; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Seattle Public Utilities is authorized to acquire either by purchase or by eminent domain, the property legally described in Exhibit A to Attachment 1 (the "Property") for an acquisition price of not to exceed Five Hundred and Fifty Thousand Dollars (\$550,000.00), and other costs required for the City to obtain title and rights to the Property, in the amount of approximately \$6,000.

Section 2. The Director of Seattle Public Utilities is authorized to execute a Purchase and Sale Agreement for the Property (substantially in the form as attached to this Ordinance as Attachment 1) and such other documents as the Director deems necessary to consummate the acquisition of the Property.

Section 3. The Director of Seattle Public Utilities is authorized to accept and record a Special Warranty Deed to the Property. The Property thus acquired shall be placed under the jurisdiction of Seattle Public Utilities.

Section 4. Any act consistent with the authority of this ordinance that is taken after passage of this ordinance but prior to its effective date is hereby ratified and confirmed.



I, JUDITH E. PIPPIN, CITY CLERK OF THE CITY OF SEATTLE DO HEREBY
CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT
COPY OF ORDINANCE # 122351

AS THE SAME APPEARS ON FILE. AND OF RECORD IN THIS DEPARTMENT

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED
THE SEAL TO THE CITY OF SEATTLE, THIS 5th day of March 2007.

JUDITH E. PIPPIN
CITY CLERK

BY Debra Whinston
DEPUTY CLERK

Stephen Karbowski/srk
SPUSlip4ORD
February 23, 2007
Version #5a

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[Signature]
President of the City Council

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[Signature]
Gregory J. Nickels, Mayor

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[Signature]
City Clerk

16 (Seal)

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