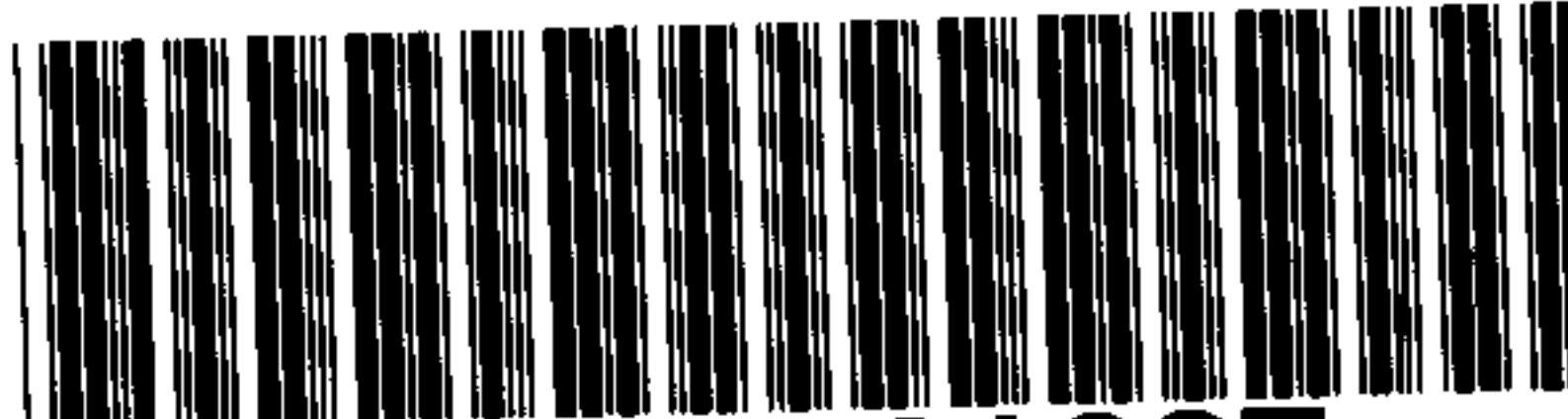


Beverly Barnett
SDOT, Terminal 105 Public Shoreline Assess Easement, ATT A
January 31, 2012
Version #1



20080117001087

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

46.00

Return Address:

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

EXCISE TAX NOT REQUIRED

King Co. Records Division

By Jeremiah Johnson Deputy

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

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

1. TERMINAL 105 PUBLIC SHORELINE
ACCESS EASEMENT

3.

4

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

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

1. PORT OF SEATTLE

2.

Additional names on page _____ of document.

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

1. THE CITY OF SEATTLE

2.

Additional names on page _____ of document.

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

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

Additional legal is on page EX-A of document.

Assessor's Property Tax Parcel/Account Number

PORTION OF PARCEL # 7666 703460

☐ Assessor Tax # not yet assigned

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

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

Signature of Requesting Party

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

AFTER RECORDING, RETURN TO:

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

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

Terminal 105 Public Shoreline Access

Public Access Easement

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

Recitals

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

Agreements

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

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

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

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

Executed this 17th day of December 2007

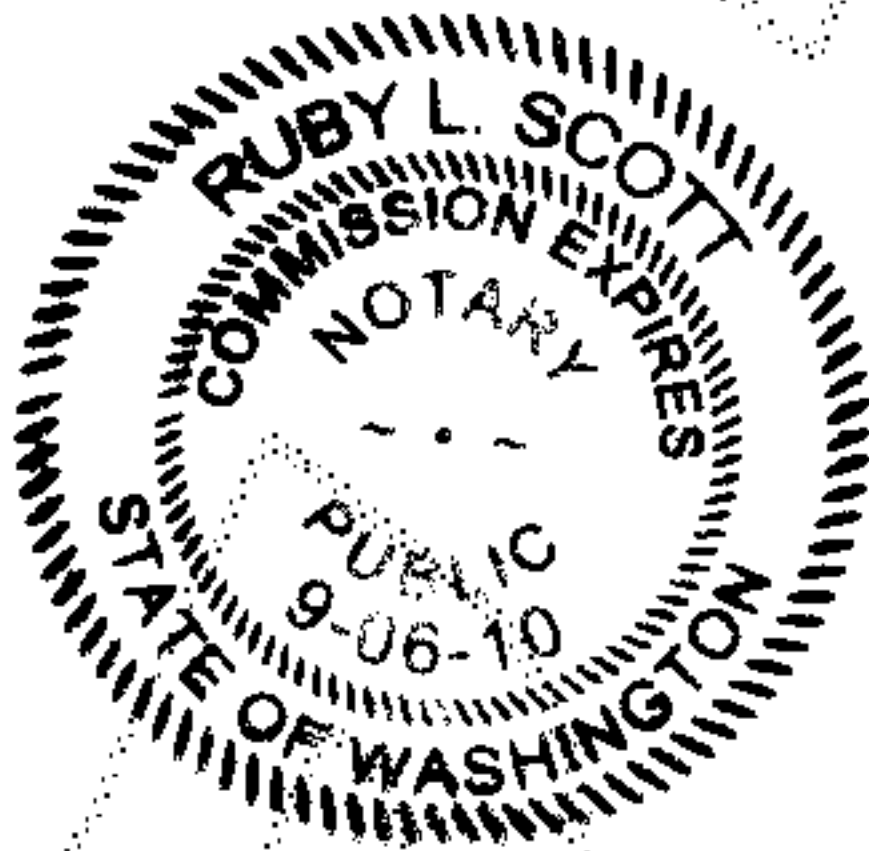
PORT OF SEATTLE

By: [Signature]

Its: [Signature]

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

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



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

EXHIBIT A

T-105 PUBLIC ACCESS LEGAL DESCRIPTION

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

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

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

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

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

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

October 25, 2006