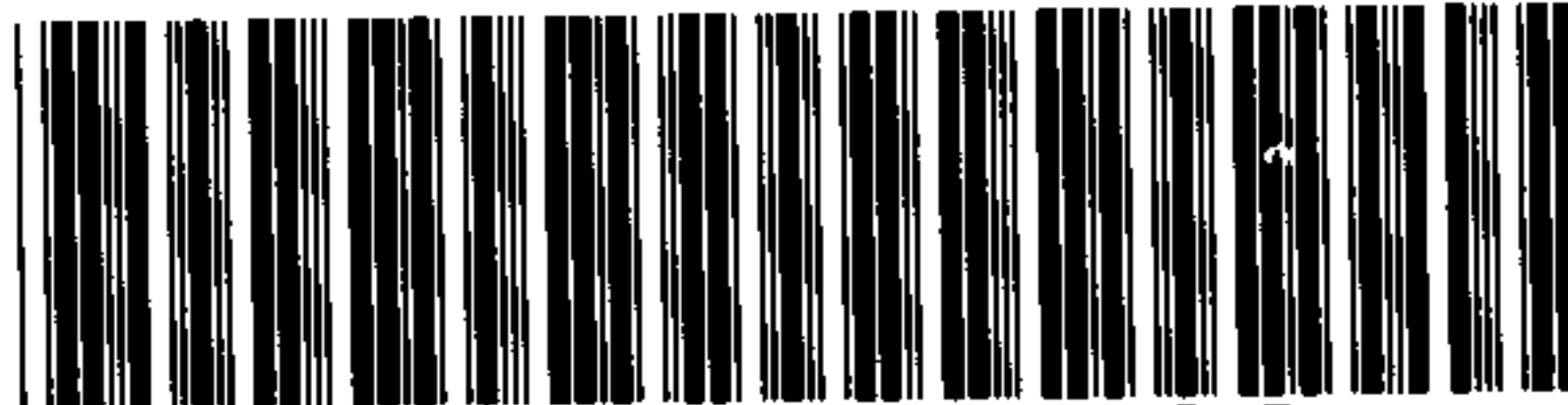


Beverly Barnett

SDOT, Terminal 107 Public Shoreline Access Easement, ATT B

January 31, 2012

Version #1



20080117001086

PORT OF SEATTLE EAS
PAGE 001 OF 006
01/17/2008 14:58
KING COUNTY, WA

47.00

Return Address:

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

EXCISE TAX NOT REQUIRED
King Co. Records Division

By 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 107 PUBLIC SHORELINE ACCESS
EASEMENT

3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document.

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

1. PORT OF SEATTLE

2. _____

Additional names on page _____ of document.

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

1. CITY OF SEATTLE

2. _____

Additional names on page _____ of document.

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

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

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

1924049103

☐ Assessor-Tax # not yet assigned

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

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

Signature of Requesting Party

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

AFTER RECORDING, RETURN TO:

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

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

TERMINAL 107 PUBLIC SHORELINE ACCESS

Public Access Easement

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

Recitals

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

Agreements

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

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

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

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

Executed this 17th day of DECEMBER 2007

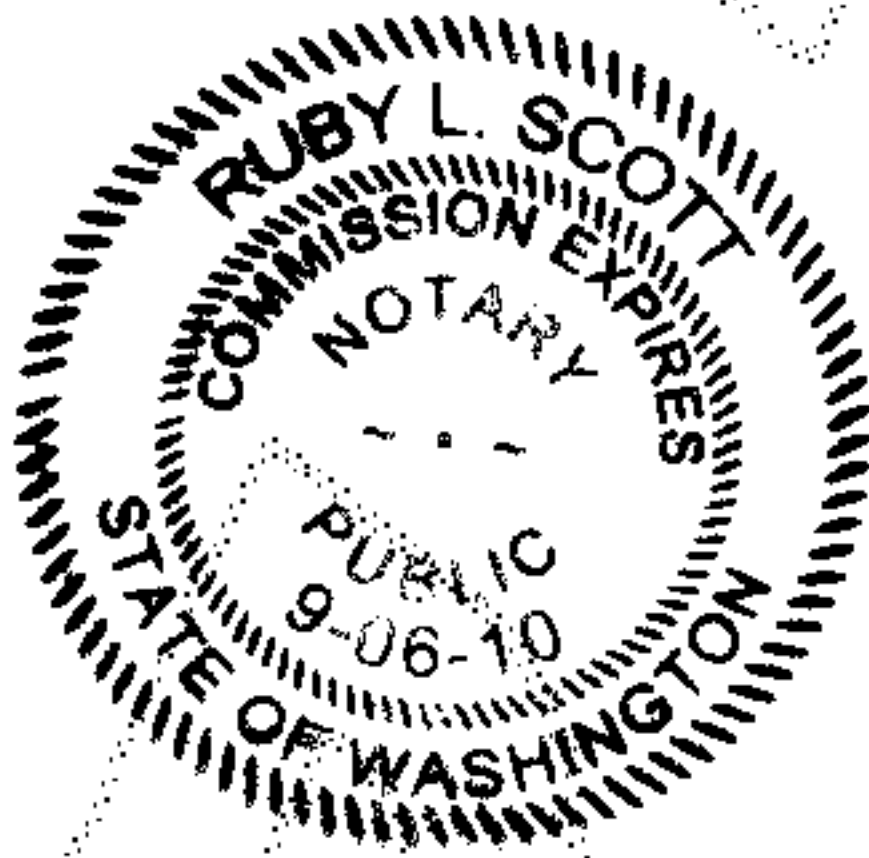
PORT OF SEATTLE

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
LEGAL DESCRIPTION
DUWAMISH PUBLIC ACCESS AT TERMINAL 107

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

January 12, 2007