RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

20110922001010
SEA PUBLIC UTI EAS 73.00
PAGE-001 OF 012
09/22/2011 15:05
KING COUNTY, WA

EASEMENT AGREEMENT

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

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

RECITALS

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

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

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

EXCISE TAX NOT REQUIRED
King Co. Records Division
By _____, Deputy

Original

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

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

NOW, THEREFORE, the parties agree as follows:

EASEMENT

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

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

A. Grantee's Purposes, Uses and Obligations

1. Grantee, and its employees, contractors and consultants shall have the right to enter upon and use the Easement Area at all times to install, construct, alter, repair, operate, improve, replace, maintain and add to the Facilities, and shall have the right to remove all or any part of said Facilities from the Easement Area.

2. Grantee, at its own expense, shall have the right to replace and improve any Facilities within the Easement Area with stormwater drainage facilities of the same or larger diameter and capacity, or functionality; provided that, upon completion, any new Facilities will not unreasonably block, obstruct, hinder or otherwise prevent access over and across the Grantor's Property. Grantee agrees to restore the Easement Area following any activity by Grantee that disturbs the Easement Area, to the condition it was in immediately prior to Grantee's work being commenced.

Draft

B. Grantor's Obligations and Activities in Easement Area

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

2. Grantor and its employees, agents, lessees, licensees or invitees may move vehicles, containers, equipment and similar items or personal property (collectively "Grantor's Equipment") across any part of the Easement Area; provided that the combined weight of Grantor's Equipment does not exceed H-20 weight loading as described in attached **Exhibit C** attached hereto and incorporated herein.

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

4. Grantor shall not, and shall not permit its employees, agents, lessees or tenants to (a) erect, plant, or allow to remain any buildings, walls, rockeries, trees, shrubbery, or obstruction of any kind or (b) place any fill material of any kind within the Easement Area, without the prior written permission and approval of Grantee.

5. Grantor shall be responsible for regularly maintaining the Bioswale on Grantor's Property in accordance with any applicable state or local laws or requirements and to avoid build-up of debris or other materials that could potentially cause back-ups or improper functioning of Grantee's Facilities draining into the Bioswale. Grantor shall inspect the Bioswale on at least a semi-annual basis and be solely responsible for the cost of maintaining the Bioswale . In the event Grantee reasonably determines that additional maintenance of the Bioswale is necessary to maintain the proper draining of Grantee's Facilities (e.g. after a storm event), Grantee will provide Grantor ten (10) days' notice to perform the additional maintenance. If Grantor fails to complete the required maintenance within that time period or another time period as mutually agreed upon by the parties, Grantee will have the right to perform or cause to perform the maintenance at the sole expense of Grantor. If Grantee determines that an imminent or present danger to its Facilities exists, Grantee may perform any emergency maintenance or repair without prior notice to the Grantor at the sole expense of Grantor. In either case, Grantee will invoice Grantor for the reasonable costs for the work performed by Grantee and Grantor will reimburse Grantee within 60 days of receipt of such invoice.

Submitted

C. Indemnification and Insurance

1. To the extent permitted by law, Grantor and Grantee shall protect, defend, indemnify, and save harmless the other party, and its officers, officials, employees, and agents from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property (each, a "Claim"), to the extent caused by the negligent acts, omissions or willful misconduct of the indemnifying party. Each party agrees that its obligations under this Section C.1 extend to any claim, demand, or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event of any claims, demands, actions or lawsuits, the indemnifying party upon prompt notice from the other party shall assume all costs of defense thereof, including legal fees incurred by the other party, and of all resulting judgments that may be obtained against the other party. The prevailing party shall be entitled to recover its reasonable costs and expenses (including reasonable attorneys' fees) incurred to enforce the provisions of this section.

2, Grantor shall indemnify, defend and hold harmless Grantee, its officers, employees and agents from any and all liabilities, losses, damages, costs, expenses or claims of any kind or nature (including, without limitation, reasonable attorneys' fees and any liability for costs of investigation, abatement, remediation, cleanup, fines, penalties, or other damages arising under any environmental laws) arising out of or in connection with the disposal, release or discharge, migration, handling, or transportation of hazardous materials or substances, as that term may be defined by applicable local, state or federal law on or from any portion of Grantor's Property, including the Easement Area, any time after the recording of this Easement, except to the extent caused by Grantee's operations for the Purposes herein.

D. Transfer of Title of Facilities

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

E. Compliance with Laws

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

DRAFT

F. Runs with Land

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

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

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

Unofficial Copy

Port of Seattle, a Washington municipal corporation

By _____
Tay Yoshitani, Chief Executive Officer

Date 8/30/, 2011

The City of Seattle
Seattle Public Utilities

By _____
Ray Hoffman, Acting Director

Date 9/22, 2011

STATE OF Washington)
)
COUNTY OF King)

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

SUBSCRIBED AND SWORN to before me this 30th day of August 2011

JULIE KATHRYN THOMAS
COMMISSION EXPIRES
NOTARY
PUBLIC
1-21-15
STATE OF WASHINGTON

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

STATE OF Wash)
) SS.
COUNTY OF King)

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

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

S. DEWAYNE TICESON
COMMISSION EXPIRES
NOTARY
PUBLIC
DEC. 5, 2014
STATE OF WASHINGTON

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

EXHIBIT A
T-105
STREET VACATIONS

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

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

TOGETHER WITH:

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

TOGETHER WITH:

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

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 414; PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON.
THENCE NORTH 23°02'30" WEST ALONG THE EASTERLY MARGIN OF SAID WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE, A DISTANCE OF 326.01 FEET TO A POINT HEREON REFERRED TO AS POINT "A";
THENCE CONTINUING NORTH 23°02'30" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 246.25 FEET;
THENCE SOUTH 13°12'45" EAST, A DISTANCE OF 643.65 FEET, TO THE WESTERLY PRODUCTION OF THE SOUTHERLY MARGIN OF SOUTHWEST IDAHO STREET;
THENCE NORTH 90°00'00" EAST, ALONG SAID WESTERLY PRODUCTION OF THE SOUTHERLY MARGIN OF SOUTHWEST IDAHO STREET, A DISTANCE OF 119.40 FEET, TO SAID EASTERLY MARGIN;
THENCE NORTH 23°02'30" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 108.67 FEET TO THE POINT OF BEGINNING.

Superseded

EXCEPT:

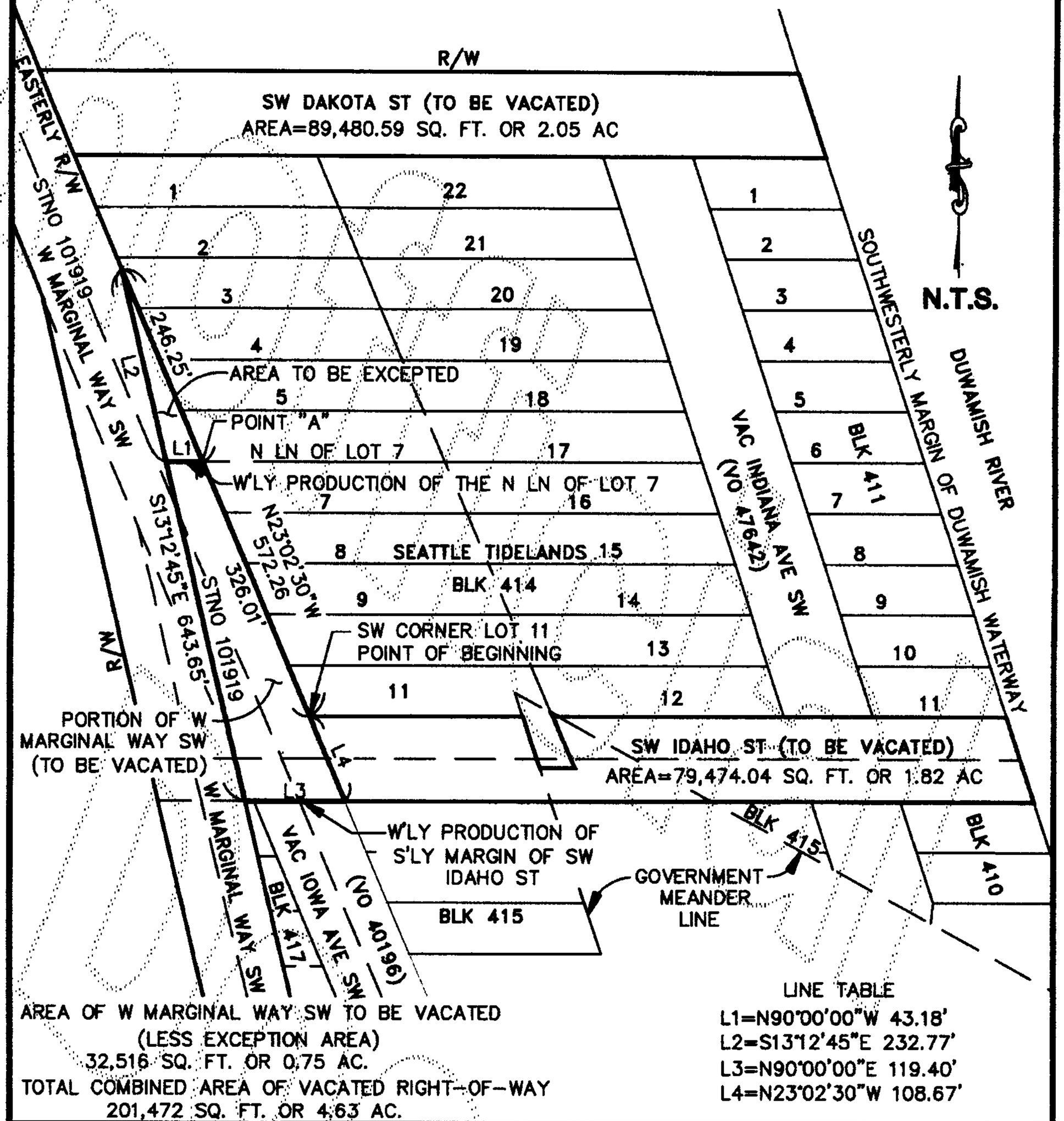
THAT PORTION OF SAID WEST MARGINAL WAY SOUTHWEST AS DESCRIBED BY SAID ORDINANCE AS FOLLOWS:
BEGINNING AT THE AFORESAID POINT "A".

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

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

Legal Copy

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



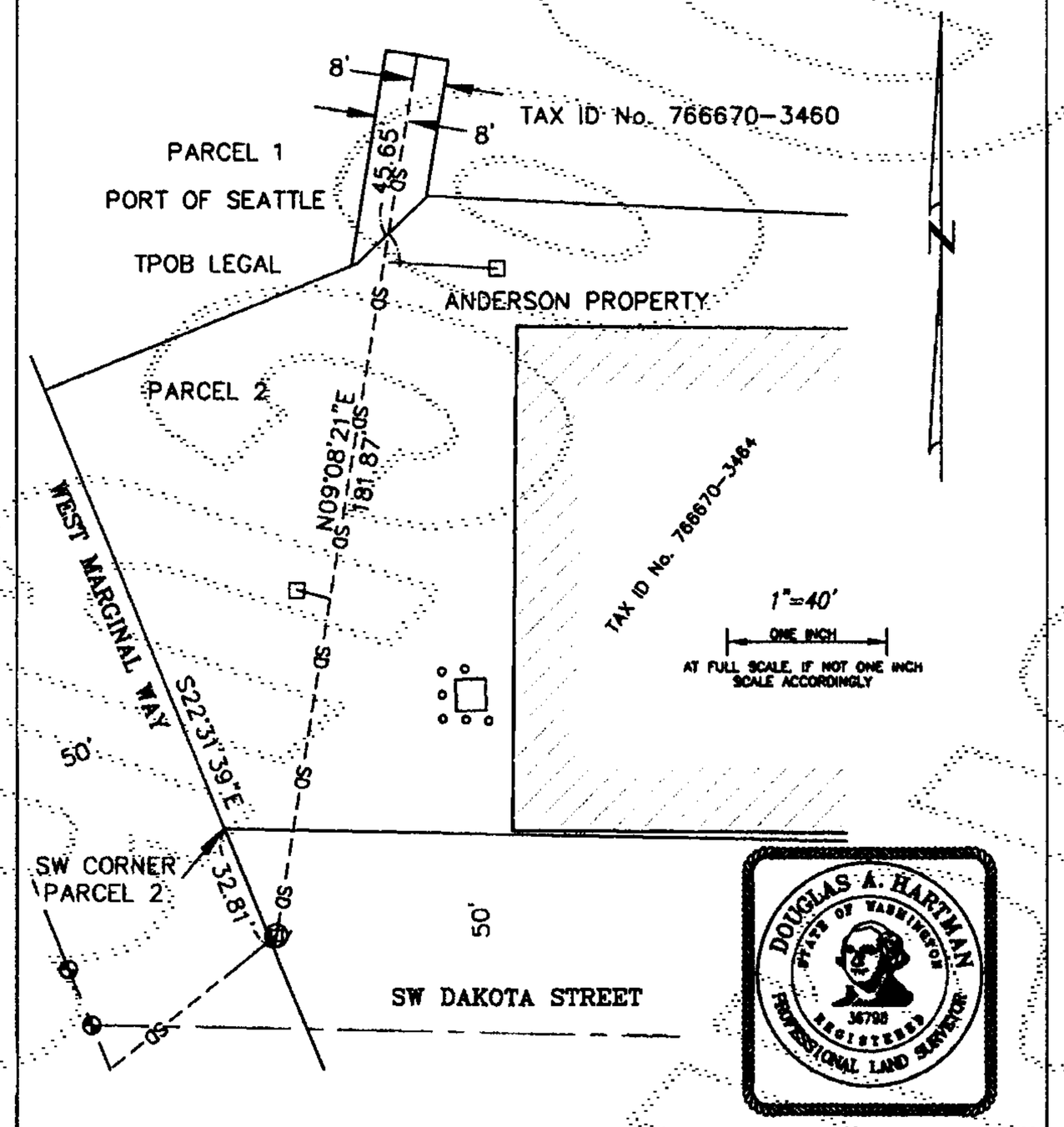
AREA OF W MARGINAL WAY SW TO BE VACATED
(LESS EXCEPTION AREA)
32,516 SQ. FT. OR 0.75 AC.
TOTAL COMBINED AREA OF VACATED RIGHT-OF-WAY
201,472 SQ. FT. OR 4.63 AC.

LINE TABLE
L1=N90°00'00"W 43.18'
L2=S13°12'45"E 232.77'
L3=N90°00'00"E 119.40'
L4=N23°02'30"W 108.67'

Port of Seattle	**PROPOSED STREET VACATION** **SW IOWA ST, SW IDAHO ST, AND PORTION OF W MARGINAL WAY SW**	DATE JAN. 18, 2011
	EXHIBIT "A"	SHEET NO. 03 OF 03

EXHIBIT B

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



DUANE HARTMAN & ASSOCIATES, INC.
— Surveyors —
16928 WOODINVILLE-REDMOND ROAD, B-107 (425) 483-5355
WOODINVILLE, WASHINGTON 98072 FAX (425) 483-4850

DRAWN BY: DAH	DATE: 08/23/10
CHECKED: DTH	DATE: 08/23/10
PROJECT NO.: 09-1639	
ASSESSOR NO.: 766670-3460	
DRAWING NAME: 07-1195EXH.dwg	PAGE 1 OF 2

PORT OF SEATTLE – PARCEL 1 STORM DRAIN EASEMENT

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

LEGAL DESCRIPTION–PORT OF SEATTLE PROPERTY, TAX ID No. 766670–3460 (PARCEL 1).

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

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2 OF CITY OF SEATTLE SHORT SUBDIVISION NO. 9703001, AS RECORDED IN BOOK 115 OF SURVEYS ON PAGE 211, RECORDS OF KING COUNTY, WASHINGTON; THENCE SOUTH 22°31'39" EAST ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF WEST MARGINAL WAY, A DISTANCE OF 32.81 FEET; THENCE NORTH 09°08'21" EAST, A DISTANCE OF 181.87 FEET TO THE SOUTH BOUNDARY OF SAID PARCEL 1, AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 09°08'21" EAST, A DISTANCE OF 45.65 FEET TO THE END OF SAID EASEMENT, THE SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED TO TERMINATE ON THE BOUNDARIES HEREIN DESCRIBED, SAID STRIP OF LAND HAVING 729 SQUARE FEET, MORE OR LESS.

DUANE HARTMAN & ASSOCIATES, INC.
— Surveyors —
16928 WOODINVILLE-REDMOND ROAD, B-107 (425) 483-5355
WOODINVILLE, WASHINGTON 98072 FAX (425) 483-4850

DRAWN BY: DAH	DATE: 08/23/10
CHECKED: DTH	DATE: 08/23/10
PROJECT NO.: 07-1195	
ASSESSOR NO.: 766670-3460	
DRAWING NAME: 07-1195EXH.dwg	PAGE 2 OF 2

PORT OF SEATTLE – PARCEL 1 STORM DRAIN EASEMENT

EXHIBIT C

AASHTO Standard Specification for Highway Bridges
(as amended)

Load Specifications

Maximum Traffic Conditions			Wheel Load (lbs.) (1/2 of Axle Load + 30% Impact)	Loading	Load Distribution** a	Load Distribution** b
Truck Traffic 32,000 lb. Axle Load Dual Wheels		[redacted]	20,800	H-20	20"	20" + (2s)
Truck Traffic 32,000 lb. Axle Load Dual Wheels		[redacted]	15,600	H-15	15"	15" + (2s)
10,000 lb. Capacity Lift Truck 14,400 lb. Vehicle 24,400 lb. Total Load 85% Drive Axle Load	(Rubber Tires)	[redacted]	13,480	5 Ton	11"	11" + (2s)
6,000 lb. Capacity Lift Truck 9,800 lb. Vehicle 15,800 lb. Total Load 85% Drive Axle Load	(Rubber Tires)	[redacted]	8,730	3 Ton	7"	7" + (2s)
2,000 lb. Capacity Lift Truck 4,200 lb. Vehicle 6,200 lb. Total Load 85% Drive Axle Load	(Rubber Tires)	[redacted]	3,425	1 Ton	4"	4" + (2s)

Notes:

1. For continuous spans, use continuity factor = .80

** 2. This distribution results in larger grating sizes for lighter trucks on shorter spans. If H-20 loading is specified the worst condition should be used as the design criteria.

PRELIMINARY

EXHIBIT D

BILL OF SALE
(Personal Property)

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

INSERT LEGAL DESCRIPTION

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

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of _____, 20____.

SELLER:

_____

PORT OF SEATTLE

DocuSign