

Beverly Barnett

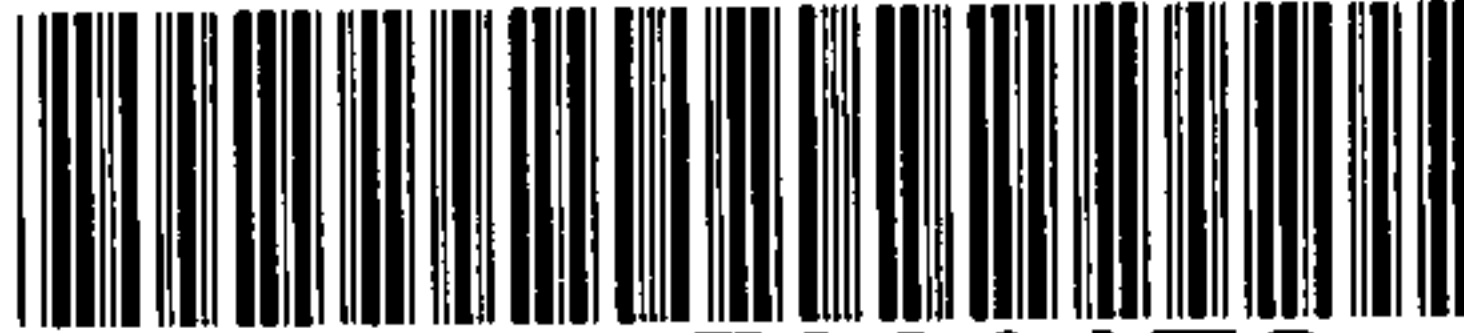
SDOT, Easement and Relinquishment of Easement Agreement, ATT E

January 31, 2012

Version #1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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



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KING COUNTY, WA

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**EASEMENT
AND
RELINQUISHMENT OF EASEMENT
AGREEMENT**

Reference No. of Documents Released:

Grantor:

Grantee:

Legal Description (abbreviated):

Assessor's Tax Parcel ID No.

Recording Nos. 6635622 & 9706201287

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

City of Seattle

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

Adjoining 7666703540

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

RECITALS

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

EASEMENT

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

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

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

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

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

A. Grantee's Purposes, Uses and Obligations

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

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

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

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

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

B. Grantor's Obligations and Activities in Easement Area

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

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

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

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

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

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

C. Railtrack Matters

1. Grantor warrants and represents that it owns the three spur Railtracks located within portions of Iowa Avenue Southwest and Southwest Idaho to be vacated and on Grantor's Property, and which currently cross Grantee's Facilities at the easterly end of Southwest Idaho Street to be vacated and in the portion of Iowa Avenue Southwest to be vacated, all as more specifically shown on the attached Exhibit D.
2. Grantee acknowledges and confirms that Grantor's use of the Railtracks is essential to Grantor's business operations upon the Grantor's Property, and that unreasonable interruption to its use of the Railtrack could result in significant impacts to Grantor. Grantor acknowledges and confirms that Grantee's use of the Easement Areas is essential to the operation of Grantee's municipal wastewater and storm drainage and right-of-way systems and that unreasonable interference with the Facilities or access to them or Grantee's property could result in significant impacts to Grantee's municipal utility or right-of-way systems, Grantor's Property, or neighboring properties. Consequently, the parties agree to cooperate in good faith to avoid unreasonable interferences to either party. Therefore, Grantee shall be entitled to full and complete right of access to and use of any space currently occupied by the Railtrack within the Easement Areas for any of the Purposes under this Easement Agreement, subject to the following conditions:
 - (a) **Approved Plans.** In the event that Grantee desires access to the Utility Easement Area for any Purpose which involves excavation, boring, tunneling or other activities that may interfere with Grantor's use of the Railtracks other than Emergencies (the "Work"), the Grantee shall submit its work plan to Grantor for review and approval ("Approved Plans") not less than thirty (30) days prior to the requested work commencement date. Grantor shall provide written approval or objections specifying the grounds therefor, within ten (10) working days of receipt of Grantee's work plan or the plans will be deemed approved. Grantor's approval shall not be unreasonably denied. Grantor may not make objections that will cause the Approved Plans to be inconsistent with Grantee's standard specifications for its Facilities.
 - i. **Short Term Work.** If Grantor and Grantee agree that, pursuant to the Approved Plans, the expected interference with Grantor's use of the Railtracks shall not exceed forty-eight (48) hours, then Grantee shall be entitled to enter upon the Utility Easement Area, including any space currently occupied by existing Railtracks, in order to perform the Work at any reasonable time with consideration of Section C.2.b below and upon having provided Grantor the notice required by Section C.2.c below, unless another time is mutually agreed to by the parties.
 - ii. **Long Term Work.** In the event that either Grantor or Grantee estimate that the Work shall result in an interference with Grantor's use of the Railtracks for a

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

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

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

D. Indemnification and Insurance

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

E. Compliance with Laws

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

F. Runs with Land

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

G. Notices

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

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

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

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

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

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

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

H. Relinquishment of Prior Easements

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

I. Miscellaneous

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

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

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

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

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

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

Date May 12th, 2011

STATE OF Washington)
COUNTY OF King)

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

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

The City of Seattle
Seattle Public Utilities

By Ray Hoffman
Ray Hoffman, Director

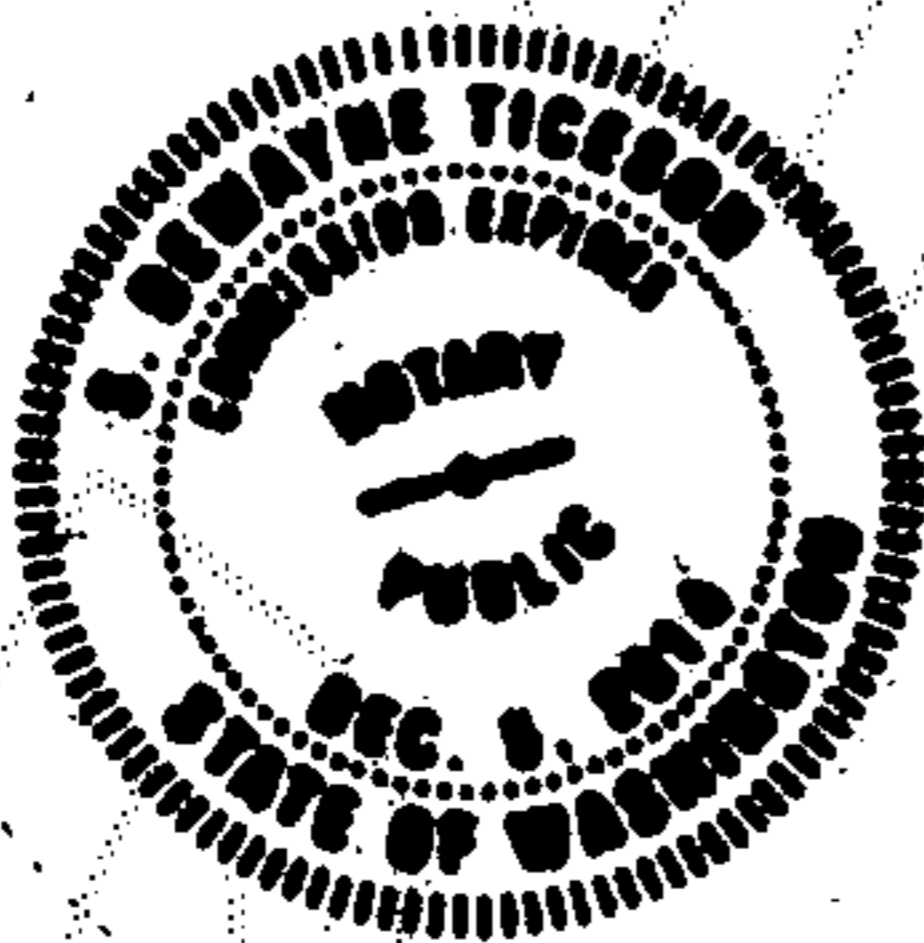
Date May 25, 2011

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

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 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 25th day of May, 2011



NAME S. Dewayne Ticeson
(Print name) S. Dewayne Ticeson
NOTARY PUBLIC in and for the State of
Washington
Residing at Seattle
My appointment expires: 12-3, 2014

EXHIBIT A

THE VACATED AREA

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

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

EXHIBIT A (continued)

THE VACATED AREA

EXCEPT:

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

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

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



EXHIBIT A (continued)

THE VACATED AREA

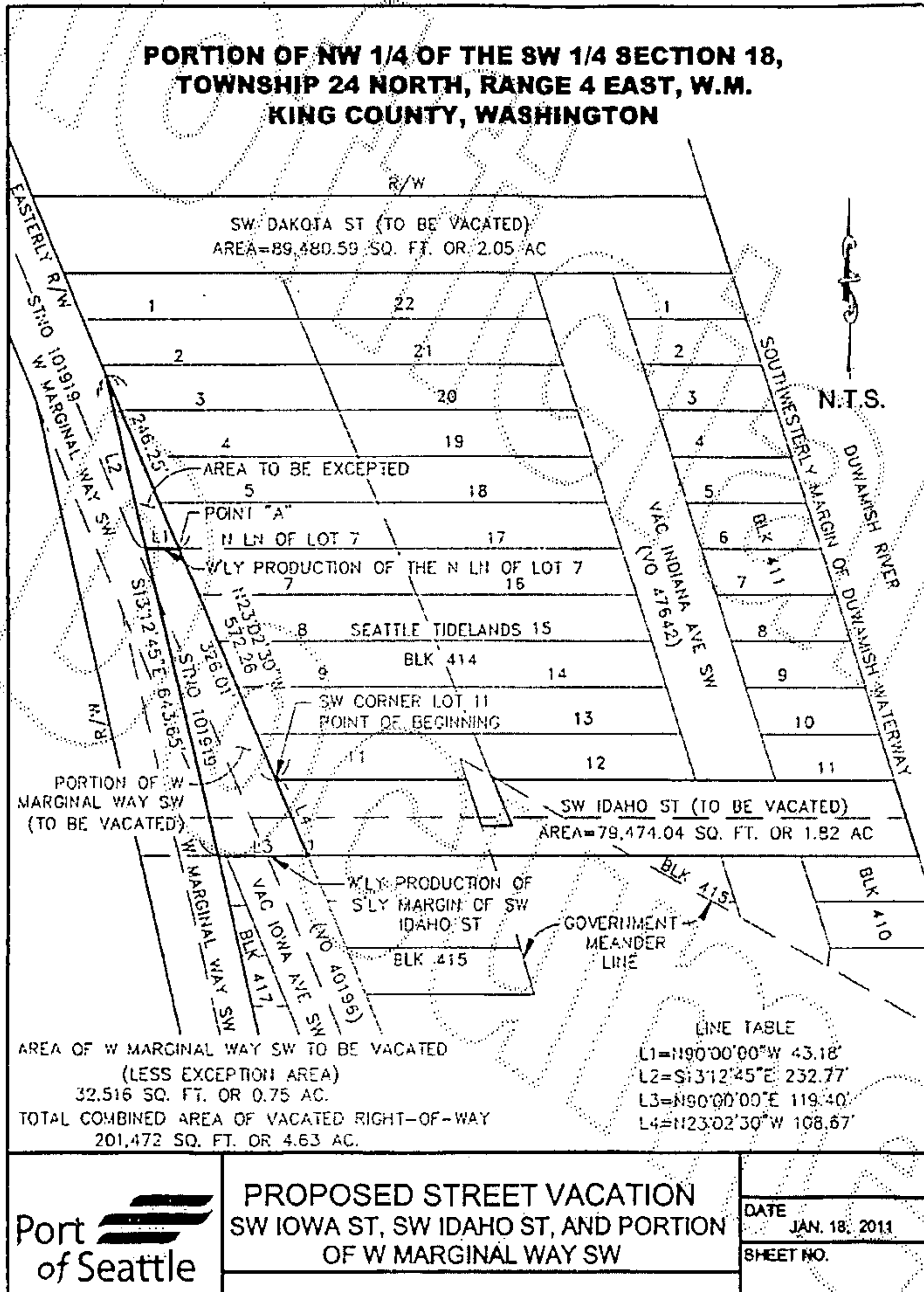


EXHIBIT B-1

ACCESS EASEMENT AREA

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

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

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

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

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

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

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

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

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

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

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

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

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

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



EXHIBIT B-1 (Continued)

ACCESS EASEMENT AREA

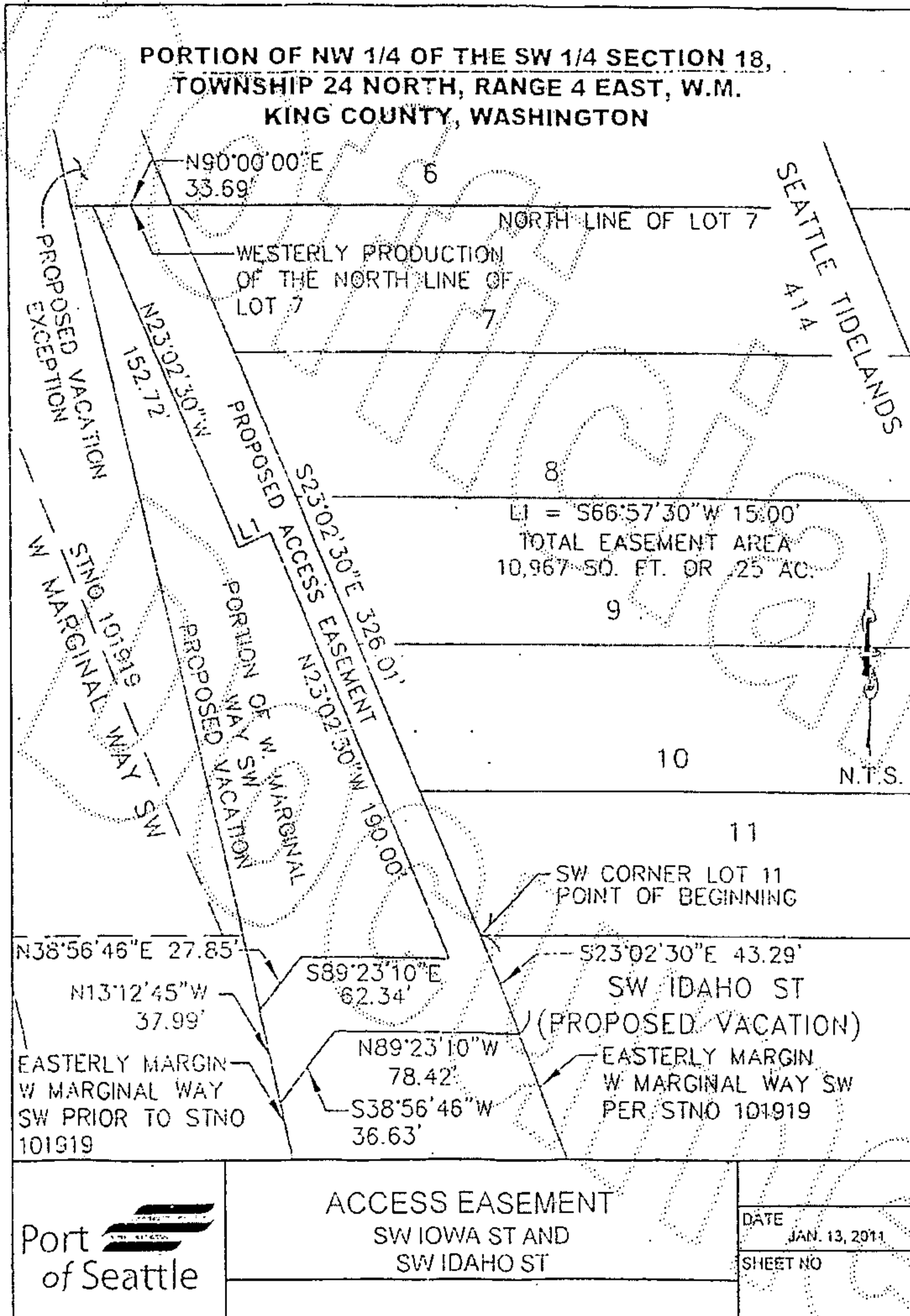


EXHIBIT B-2

UTILITY EASEMENT AREA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B-2 (Continued)

UTILITY EASEMENT AREA

TOGETHER WITH:

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

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

THENCE NORTH 90°00'00" WEST, ALONG THE NORTHERLY MARGIN OF SOUTHWEST IDAHO STREET TO BE VACATED, A DISTANCE OF 131.12 FEET, THENCE SOUTH 00°02'12" WEST, A DISTANCE OF 6.59 FEET;

THENCE NORTH 89°35'44" WEST, A DISTANCE OF 138.53 FEET TO THE EASTERLY LINE OF PARCEL 6, AS DESCRIBED BY STATUTORY WARRANTY DEED FILED UNDER RECORDING NUMBER 20021209002155, RECORDS OF KING COUNTY, WASHINGTON;

THENCE SOUTH 23°02'30" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 34.88 FEET;

THENCE SOUTH 89°35'44" EAST, A DISTANCE OF 128.70 FEET;

THENCE SOUTH 00°24'10" WEST, A DISTANCE OF 4.20 FEET;

THENCE SOUTH 89°35'40" EAST, A DISTANCE OF 12.00 FEET;

THENCE NORTH 00°24'10" EAST, A DISTANCE OF 4.20 FEET;

THENCE SOUTH 89°35'44" EAST, A DISTANCE OF 391.52 FEET TO THE SOUTHWESTERLY MARGIN OF THE DUWAMISH WATERWAY;

THENCE NORTH 17°56'45" WEST, ALONG SAID SOUTHWESTERLY MARGIN, A DISTANCE OF 33.71 FEET;

THENCE NORTH 89°35'44" WEST, A DISTANCE OF 86.96 FEET;

THENCE NORTH 00°02'12" EAST, A DISTANCE OF 8.78 FEET TO SAID NORTHERLY MARGIN;

THENCE NORTH 90°00'00" WEST, ALONG SAID NORTHERLY MARGIN, A DISTANCE OF 73.76 FEET TO THE EAST MARGIN OF SAID VACATED INDIANA AVENUE SOUTHWEST;

THENCE CONTINUING NORTH 90°00'00" WEST, A DISTANCE OF 105.11 FEET TO THE WEST MARGIN OF SAID VACATED INDIANA AVENUE SOUTHWEST AND THE POINT OF BEGINNING.

TOGETHER WITH:

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

EXHIBIT B-2 (Continued)

UTILITY EASEMENT AREA

BEGINNING AT THE AFORESAID POINT "A";

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

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

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

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

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

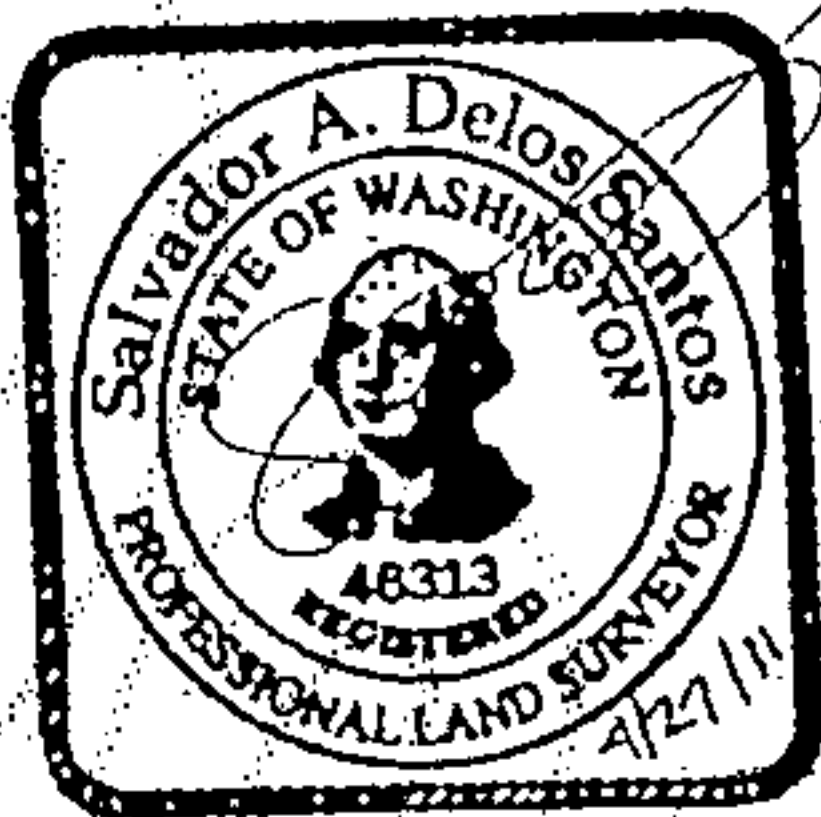


EXHIBIT B-2 (Continued)

UTILITY EASEMENT AREA

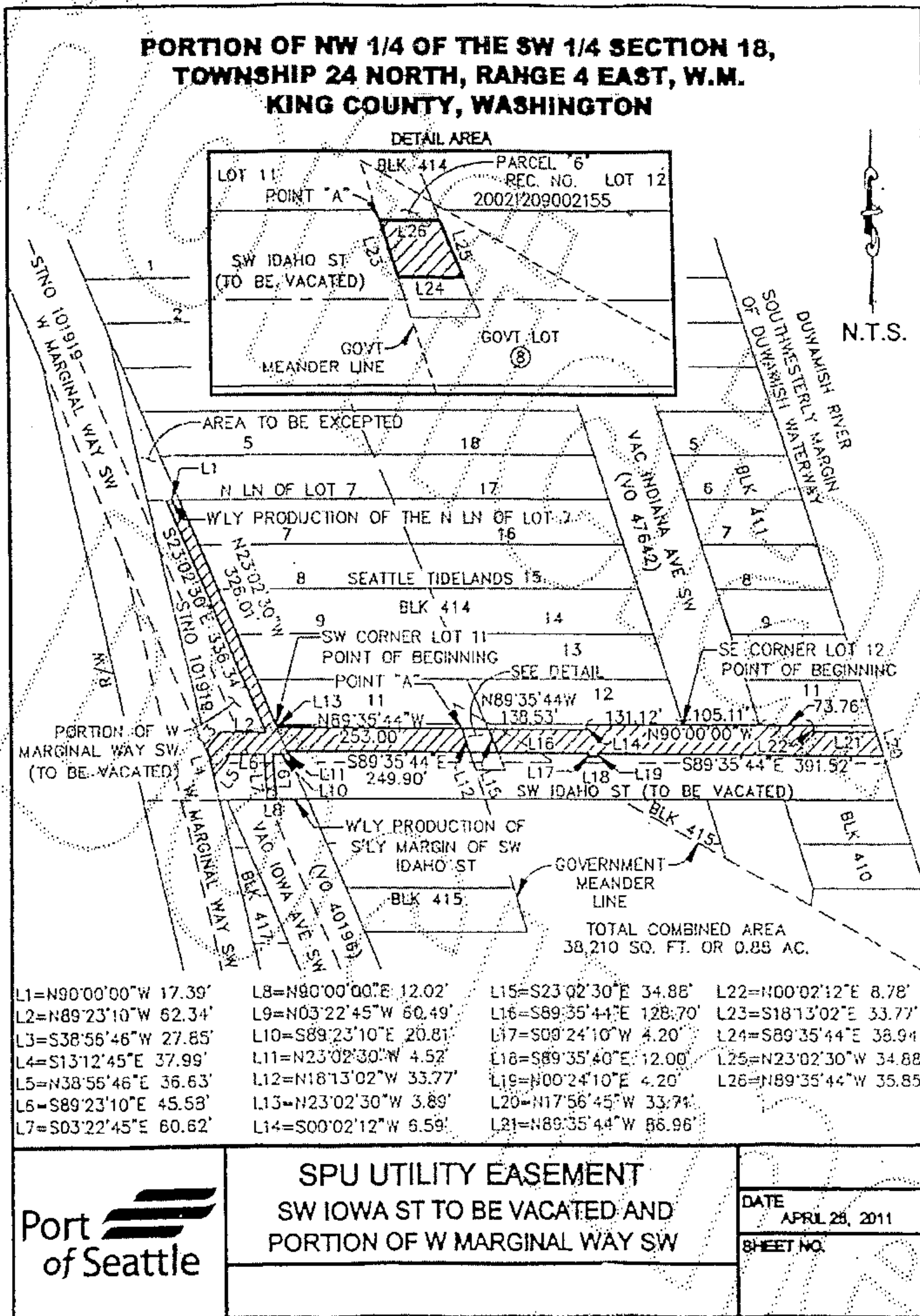


EXHIBIT C

LOAD LIMITATIONS

AASHTO Standard Specification for Highway Bridges (as amended)

Load Specifications

Minimum Traffic Conditions	Wheel Load (lbs.) (1/2 of Axle Load + 30% Impact)	Loading	Load Distribution	
			a	b
Truck Traffic 32,000 lb. Axle Load Dual Wheels	20,800	H-20	20'	20' + (2s)
Truck Traffic 32,000 lb. Axle Load Dual Wheels	13,600	H-15	15'	15' + (2s)
10,000 lb. Capacity Lift Truck 14,000 lb. Vehicle 24,000 lb. Total Load 85% Drive Axle Load	13,480	5 Ton	11'	11' + (2s)
5,000 lb. Capacity Lift Truck 8,000 lb. Vehicle 13,000 lb. Total Load 65% Drive Axle Load	8,720	3 Ton	7'	7' + (2s)
2,000 lb. Capacity Lift Truck 4,200 lb. Vehicle 6,200 lb. Total Load 65% Drive Axle Load	3,425	1 Ton	4'	4' + (2s)

Notes:

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

EXHIBIT D

RAILTRACK

