

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is made as of this 10th day of March, 1992, by and between INLAND PROPERTIES, INC., a Montana corporation ("Inland") and THE CITY OF SEATTLE, a municipal corporation of the State of Washington ("City").

R E C I T A L S:

A. Inland has acquired the interest of Burlington Northern Railroad Company ("BN") in certain railroad right-of-way property situate between Gas Works Park and the western edge of the Edgewater plat of the City of Seattle as recorded in Book 3, Page 141 of Plats, as such property is described on Exhibit A, attached hereto (the "Property").

B. Inland and the City have entered into that certain Agreement dated February 7, 1989 (the "Agreement"), the terms of which remain in full force and effect with the exception only of terms regarding grant of the easements provided for herein, which terms are merged into this Trail Easement and which Agreement provides, among other things, that upon the satisfaction of certain conditions specified in the Agreement, Inland conveys and quit claims to the City, without warranty or representation, a perpetual easement appurtenant to and for the benefit of the property now owned or hereafter acquired by the City for the Burke-Gilman Trail and for the benefit of the Burke-Gilman Trail and the public (the "Trail Easement"), and a temporary construction easement (the "Temporary Construction Easement") at such time as is appropriate.

C. Inland is now desirous of granting the Trail Easement and Temporary Construction Easement to the City and the City is desirous of accepting such Trail Easement and Temporary Construction Easement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Trail Easement. Inland, for and on its own behalf and that of its successors and assigns, does hereby convey and quit claim unto the City and its successors, assigns, officers, partners, agents, employees, contractors, subcontractors, tenants, licensees and invitees, a perpetual, non-exclusive easement on and through the Property, as that same area

EXCISE TAX NOT REQUIRED
King Co. Records Division

By R. Castro, Deputy

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is more particularly described on Exhibit 1, attached hereto, and shown as the Multi-Purpose Trail on the sketch attached hereto as Exhibit 2. The area of the Trail Easement, as finally located, shall be referred to as the "Multi-Purpose Trail."

2. Grant of Temporary Construction Easement. Inland, for and on its own behalf and that of its successors and assigns, does hereby convey and quit claim unto the City and its successors and assigns, a temporary, construction easement on and through such portion of the Property as more particularly described on Exhibit 3 attached hereto and incorporated herein by this reference, which is then used for vehicular ingress and egress; and, subject to the agreement of Inland, not to be unreasonably withheld, such additional portion which is otherwise appropriate and available for vehicular use without interfering with other tenants' use of the Property and which is necessary or convenient for the construction of the improvements within the Trail Easement Area ("Temporary Construction Easement"). This Temporary Construction Easement grants the City, its successors and assigns, contractors, agents, officers and employees the right to enter upon such portions of the Property described above as may be necessary for the purpose of initial development and construction of the improvements within the Multi-Purpose Trail, provided, that the City shall first give Inland written notice of the City's plans for use of the Temporary Construction Easement and provided that the City's use shall in no manner interfere unreasonably with other tenants' or subtenants' use of the Property which may become subject to the Temporary Construction Easement. The City shall bear all liability for its use of the Temporary Construction Easement by its exercise of rights under the Temporary Construction Easement.

3. Purpose. The Trail Easement is conveyed for all purposes necessary or incidental to the construction, operation, maintenance, improvement, enhancement and repair of a path or paths for pedestrians, bicycles and other non-motorized muscle-powered vehicles, small motorized wheelchairs and like equipment to permit handicapped use, planting strips, landscaping and related grading, granting to the City, its successors and assigns as owners of the Burke-Gilman Trail, its contractors, agents, officers and employees and to the public, free, open and continuous access on and through the Multi-Purpose Trail for the purposes above described.

4. Duration of Easement

a. The Trail Easement shall be perpetual so long as the use thereof continues by the public and shall inure to the benefit of the City and the public, and shall be binding upon Inland and its successors, assigns, mortgagees, lessees and sublessees.

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b. The Temporary Construction Easement shall commence 30 days after the date of written notice from the City to Inland of commencement of construction. It shall terminate automatically upon 60 days following the date upon which the City's Board of Public Works accepts the improvements and the Trail is open to the public.

5. Reservation of Rights. Inland shall not grant any permit, right or easement which would interfere with the City's or the public's exercise of their rights under the Easements. Inland shall retain all rights of use with respect to the property subject to the Trail Easement which do not interfere with the City's or the public's exercise of their rights, including, but not limited to, the right to use the subsurface for construction support or tiebacks, and use for utilities which do not interfere with the use of the Trail Easement, except for purposes of construction and maintenance, and provided such reservation of use for utilities shall not impair the City's authority to control utility hook-ups. Any exercise by Inland of its retained rights of use shall, however, be subject to scheduling of such use with the City and the City's approval of detour signing, if necessary, with the objective that any such use requiring a temporary re-routing would be accomplished in a manner to minimize disruption of the Multi-Purpose Trail's use. Inland retains the right at all times to deny access by the public to the portions of its property not a part of the Multi-Purpose Trail. All development rights of Inland and any of its tenants as they now exist or may exist in the future are hereby reserved such that Inland's property may be developed to the full extent permitted by law and such rights shall not be impaired in any way by this grant of the Trail Easement or the construction and use of the Multi-Purpose Trail. The City's air rights over the Trail Easement are subject to the limitations set forth in Section 8, below.

6. Title. Inland makes no representation or warranty with respect to title to the Multi-Purpose Trail, except that Inland warrants that it has granted no rights to any other person which would have priority over the rights granted to the City hereunder.

7. Trail Crossings. The City shall have the sole responsibility for signage, security and warning devices where the City streets cross the Multi-Purpose Trail, including, without limitation, the crossing at North Northlake Way.

8. Air Rights. Insofar as the right to construct improvements within the physical air directly above the Trail Easement is involved, and subject to existing structures and improvements, the air rights pertaining to the Trail Easement area are included within the grant of the Trail Easement, provided that such grant shall not entitle the City to construct any improvements within such air space, excluding directional and

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regulatory signage and, subject to the approval of Inland, artwork.

9. Indemnities and Insurance

a. Indemnities. Subject to the provisions of the second sentence of this paragraph, each party agrees to indemnify, defend and hold the other party harmless from and against all claims and all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with all claims, actions or proceedings arising from or as a result of the death of or any accident, injury, loss or damage whatsoever caused to any natural person or the property of any person arising out of the negligence of such party, it being the intent of the parties that each shall be responsible for its own negligence and, in the case of joint negligence, each shall have such right of contribution as is provided by law.

Notwithstanding the foregoing, however, the parties agree that within the area of the Trail Easement Inland shall not have any liability or any obligation to contribute, and the City hereby agrees to indemnify, defend and hold Inland harmless from and against all claims and all costs, expenses and liabilities (including reasonable attorneys fees in the event the City does not accept a tender of defense of any such claim made against Inland) incurred in connection with all claims, actions or proceedings arising from or as a result of the death of or any accident, injury, loss or damage whatsoever caused to any natural person or the property of any person arising out of events occurring within the Trail Easement or otherwise related to or arising out of the Trail Easement or its use except to the extent and only to the extent that Inland has by its active negligence caused such events, and in no event shall Inland have any liability or contribution obligation for any omission or failure to act within the area of the Trail Easement.

b. Insurance. The parties may carry such liability insurance as each determines in the exercise of its sole discretion. To the extent available without additional cost, each party, and its respective contractors and agents, shall name the other party as an additional insured on each policy of insurance and provide to the other party a certificate of such insurance, including an endorsement providing that the same shall not be canceled without at least 30 days' notice to the parties, and provided, further, that neither party shall incur any liability for failing to name the other party as an additional insured. The parties agree to cooperate and take all necessary and reasonable steps required by any insurance carrier to minimize the risk of liability and to lower insurance premiums for any party carrying insurance.

10. Relocation of Trail Easement. Inland, subject to the limitations of this Section 10, reserves the right to relocate

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the Trail Easement or any other portion thereof on other property of Inland from time to time in the future as such relocation may be necessary or desirable as part of Inland's then use or development of the property through which the Trail Easement passes, provided that the Trail Easement shall at all times connect to the adjacent part of the Burke-Gilman Trail at the easterly and westerly ends of the Trail Easement, the dimensions of the Multi-Purpose Trail are not materially altered, and a continuous, uninterrupted (except for private trail crossings) trail is provided. In addition, in the event that relocation occurs after the initial development and construction of the Multi-Purpose Trail, Inland shall pay the full cost of reconstruction for the relocated trail.

11. Construction and Maintenance of Trail Improvements; Removal of Rails and Ties. The City will at its sole expense construct and maintain the improvements needed for the Multi-Purpose Trail on the Property, construction to occur at such time as the City determines to do so, provided that if such construction has not been completed within six (6) years from the date of the Agreement, the Trail Easements shall terminate and be of no further force or effect. As part of its construction of the improvements needed for the Multi-Purpose Trail, the City will at its sole expense remove the rails, ties and other abandoned rail equipment now located within the Trail Easement. The City will give Inland reasonable notice of its intent to remove the rails, ties and other equipment. Inland may, at any time prior to the City's removal of the rails, ties and other equipment, remove the same at its own expense.

12. Remedies. If any party shall fail to fully and timely perform any of its obligations hereunder and shall not correct such failure within thirty (30) days of written notice from any other party, the nondefaulting party may seek specific performance hereof, damages or any other remedy available at law or equity. In any proceeding arising out of this Trail Easement, the prevailing party, or the party which substantially prevails, as determined by the court, shall be awarded a reasonable amount for its attorneys' fees and expenses of suit.

13. Notices. Notices required to be in writing under this Agreement shall be given by certified mail, return receipt requested, by personal delivery or by facsimile transmission. Notices, if mailed, shall be deemed effective upon the second day following deposit thereof in the United States mail, upon transmission by facsimile, or upon personal delivery. Any party may change the address to which notices may be given by written notice of such change to the other parties.

To the City:

City of Seattle
Seattle Municipal Building
Seattle, Washington 98104
Attention: Director of Engineering

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To Inland:

Inland Properties, Inc.
c/o Washington Corporations
101 International Way
Missoula, Montana 59802
Attention: Mr. John Crowley

14. Recording of Easement. The parties hereto agree that this Easement shall be recorded with the King County Department of Records and Elections, and the City shall pay the recording costs.

15. Applicable Law. This Easement Agreement is executed under, and shall be construed in accordance with, the laws of the State of Washington.

16. Effective Date. This Easement shall be effective as of the date it is recorded with the King County Department of Records and Elections.

17. Waiver. The waiver by either Inland or the City of the breach of any term set forth herein shall not be deemed to be a waiver of any subsequent breach of the same term or any other term.

18. As-Built. Upon completion of the improvements within the Multi-Purpose Trail, or any relocation thereof, Inland may, with the City's concurrence, amend the description of the Trail Easement to conform with the actual as-built improvements within the Trail Easement.

19. Time. Time is of the essence of this Easement Agreement.

20. Amendments. Neither this Easement Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought and by the party seeking enforcement of the same.

21. Approval or Consent. Whenever in this Trail Easement the consent or approval of the City is required, such consent or approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the day and year first above noted.

INLAND PROPERTIES, INC.

By John H. Crowley
Its Vice President

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THE CITY OF SEATTLE

By Norman B. Price
Its Mayor

Attest: Howard Brooks
City Comptroller

33579.M27

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Unofficial Document

STATE OF MONTANA)
) ss.
COUNTY OF Missoula)

On this day personally appeared before me John Crowley, to me known to be the Vice President of Inland Properties, Inc., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this 10th day of March, 1992.

Wesley Hansen
NOTARY PUBLIC in and for the
State of Montana, residing at
Missoula
My commission expires 6-16-92

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the _____ of The City of Seattle, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this _____ day of _____, 19____.

NOTARY PUBLIC in and for the
State of Washington, residing at

My commission expires _____

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EXHIBIT A

All that portion of the railroad right-of-way previously owned by Burlington Northern Railway Company, bounded on the west by the western boundary of the Edgewater Plat to the City of Seattle, as recorded in Book 3, Page 141 of Plats, bounded on the east by the western boundary of Gas Works Park, in Seattle, King County, Washington, bounded on the north by North Northlake Place and North 34th Street and bounded on the south by North Northlake Way.

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Document

(Inland Properties and City of Seattle Easement Agreement)

Exhibit 1

That portion of the South half of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the projection Southerly of the West line of Edgewater Addition as recorded in Volume 3, Page 141 of plats, Records of King County, Washington and the monument line of N. 34th Street, said monument line being 2.5 feet Northerly as measured at right angles and parallel to a line between the existing offset monuments on N. 34th Street which are at the intersection of vacated Interlake Avenue and the angle point in the vicinity of said West line of Edgewater Addition, per Field Book 2114, pages 6-7, records of Seattle Engineering Department; thence South $76^{\circ}19'02''$ East, 237.13 feet along said monument line; thence South $13^{\circ}40'58''$ West, 58.00 feet; thence North $76^{\circ}19'02''$ West, 224.74 feet parallel to said monument line of N. 34th Street to the projection Southerly of the West line of Edgewater Addition; thence North $1^{\circ}37'28''$ East, 59.31 feet along said projected line to the Beginning.

Except that portion lying within the right of way of N. 34th Street and N. Northlake Place.

ALSO

Commencing at the intersection of the projection Southerly of the West line of Edgewater Addition, Volume 3, Page 141 of Plats, Records of King County, Washington and the monument line of N. 34th Street, said monument line being 2.5 feet Northerly as measured at right angles and parallel to a line between the existing offset monuments on N. 34th Street which are at the intersection of vacated Interlake Avenue and the angle point in the vicinity of said West line of Edgewater Addition, per Field Book 2114, pages 6-7, records of Seattle Engineering Department; thence South $76^{\circ}19'02''$ East along said monument line 237.13 feet to the True Point of Beginning; thence South $13^{\circ}40'58''$ West 68.03 feet to a point on a curve the center of which bears South $15^{\circ}53'01''$ West; thence Easterly along a curve to the right having a radius of 1095.00 feet through a central angle of $12^{\circ}01'59.6''$, an arc distance of 229.97 feet; thence North $29^{\circ}44'52.6''$ East, 41.20 feet on a line perpendicular to the survey line as shown in City of Seattle Field Book 2612 1/2, Page 26, to said survey line; thence North $60^{\circ}15'05''$ West, 221.31 feet along said survey line to said monument line of N. 34th Street; thence North $76^{\circ}19'02''$ West, 25.93 feet along the monument line to the True Point of Beginning.

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Except that portion lying within the right of way of N. 34th Street and N. Northlake Place.

ALSO

That portion of the South half of Section 18, Township 25 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the intersection of the projection Southerly of the West line of Edgewater Addition as recorded in Volume 3, Page 141 of Plats, records of King County, Washington, and the monument line of N. 34th Street, said monument line being 2.5 feet Northerly as measured at right angles and parallel to a line between the existing offset monuments of N. 34th Street which are at the intersection of vacated Interlake Avenue and the angle point in the vicinity of said West line of Edgewater Addition, per Field Book 2114, pages 6-7, records of Seattle Engineering Department; thence South $76^{\circ}19'02''$ East, 263.06 feet along said monument line of N. 34th Street to the intersection with the survey line for N. Northlake Place as shown in City of Seattle Field Book 2612 1/2, Page 26; thence South $60^{\circ}15'05''$ East, 221.31 feet along said survey line; thence South $29^{\circ}44'55''$ West, 16.13 feet to the Southerly line of N. Northlake Place and the True Point of Beginning; thence continuing South $29^{\circ}44'55''$ West, 16.51 feet; thence South $57^{\circ}00'20''$ East, 94.32 feet to a point of curvature; thence along a curve to the right having a radius of 1069.40 feet, the center of which bears South $33^{\circ}14'14''$ West, through a central angle of $12^{\circ}00'20.5''$, an arc distance of 224.08 feet; thence South $44^{\circ}29'05.3''$ East, 74.51 feet; thence South $44^{\circ}26'59.7''$ East, parallel to the Southerly margin of N. Northlake Place to the Northerly margin of N. Northlake Way; thence Easterly along the Northerly margin of N. Northlake Way to the Southerly margin of N. Northlake Place; thence Northwesterly along the Southerly margin of N. Northlake Place to the True Point of Beginning.

Together with the following described parcel:

A strip of land 14 feet in width lying between the above described parcel and the Northerly line of N. Northlake Way and between Parcels 2 and 3 as shown in King County Record of Survey, Recorder's Certificate #9009109002.

Burke Gilman Bike Trail, mjh, rdd #4, wp5.1, brkgil, rev. 1-29-92

EXHIBIT 3

AN EASEMENT for construction purposes, the southerly line of which lies ten feet southerly as measured at right angles to the southerly line of the Multi-Purpose Trail easement described in Exhibit 1, and also lying between the projection southerly of the easterly and westerly end lines of said Multi-Purpose Trail easement, less any area occupied by an existing structure.

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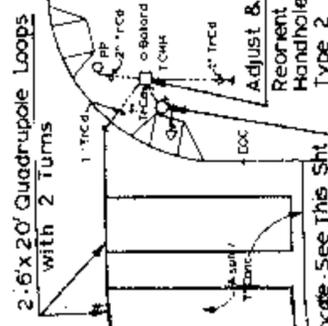
Channelization & Signing Legend 9203172095

Paving Legend

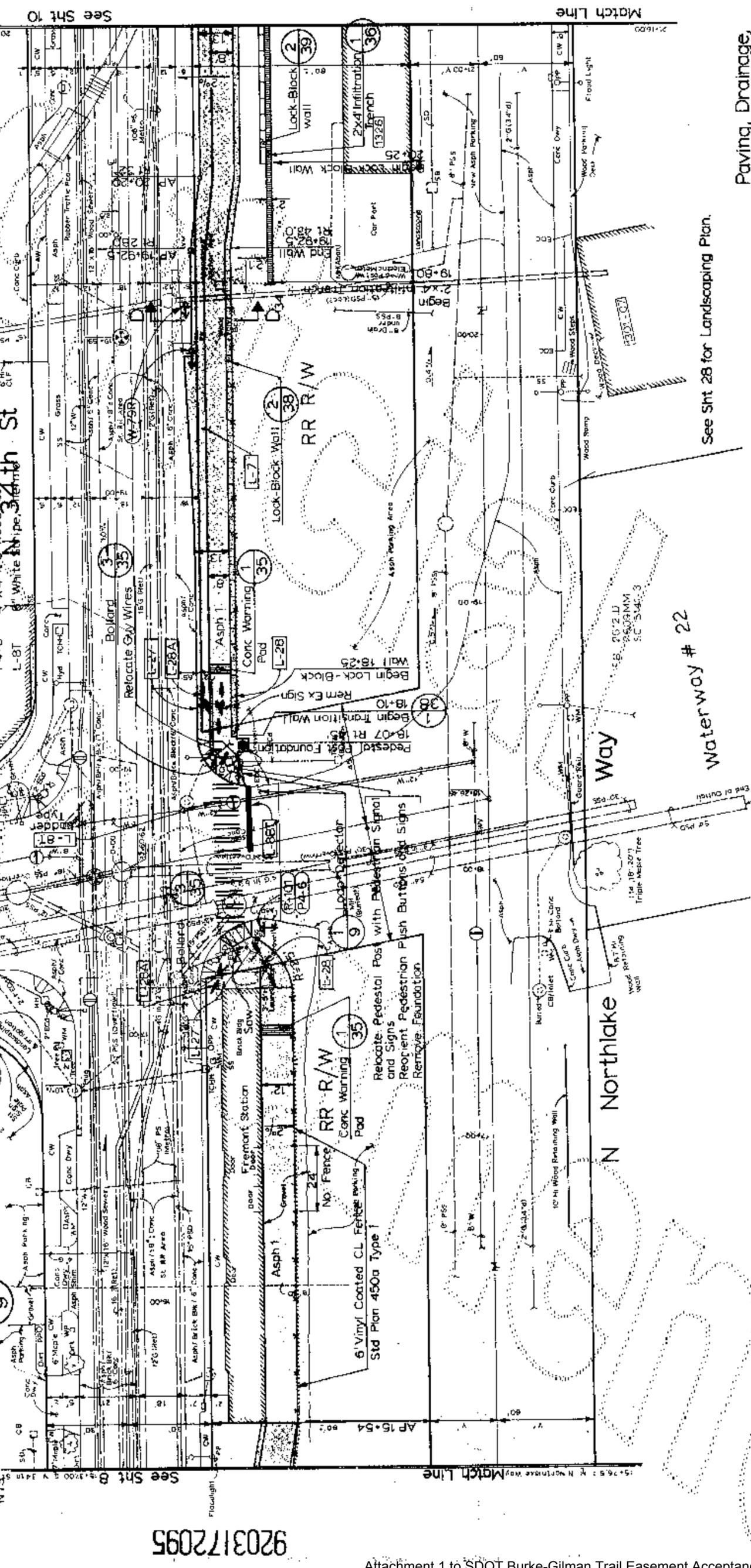
- Unless Otherwise Noted:
- Asph 1, 3" Class 8 asph over 4" type 2 mineral aggregate
 - Materials Crushed Rock
 - 6" of 7/8" washed gravel over infiltration trench
 - Conc Walk-Type 420A of Curb Ramp Type 422 (Modified)

- This Sheet Only
- Install
 - Relocate
 - L-7 4" White Stripe
 - L-27 Ped
 - L-28 Bicycle
 - L-28A Arrow
 - R-101 No Parking - Anytime
 - W-79R
 - L-8BT 2.4" White Stripe, Thermo
 - P4-6 4" x 4" x 8" Wood Post
 - L-8T 8" White Stripe, 34th St

- Notes:
- Loop detectors shall be centered in the traveled lane.
 - Splice new loops to existing lead in cables in the Type 2 handhole.
 - Install loops prior to placing channelization (X-walks stop bar).



Loop Detector Detail 1



See Sht 28 for Landscaping Plan.

Waterway # 22

Paving, Drainage, Channelization and Signing Plan

(Inland Properties/Seattle Agreement)
 EXHIBIT 2 (3 pages)

APPROVED FOR ADVERTISING BY THE BOARD OF PUBLIC WORKS SEATTLE WASHINGTON
 10/19/11
 ATTEST: *[Signature]*

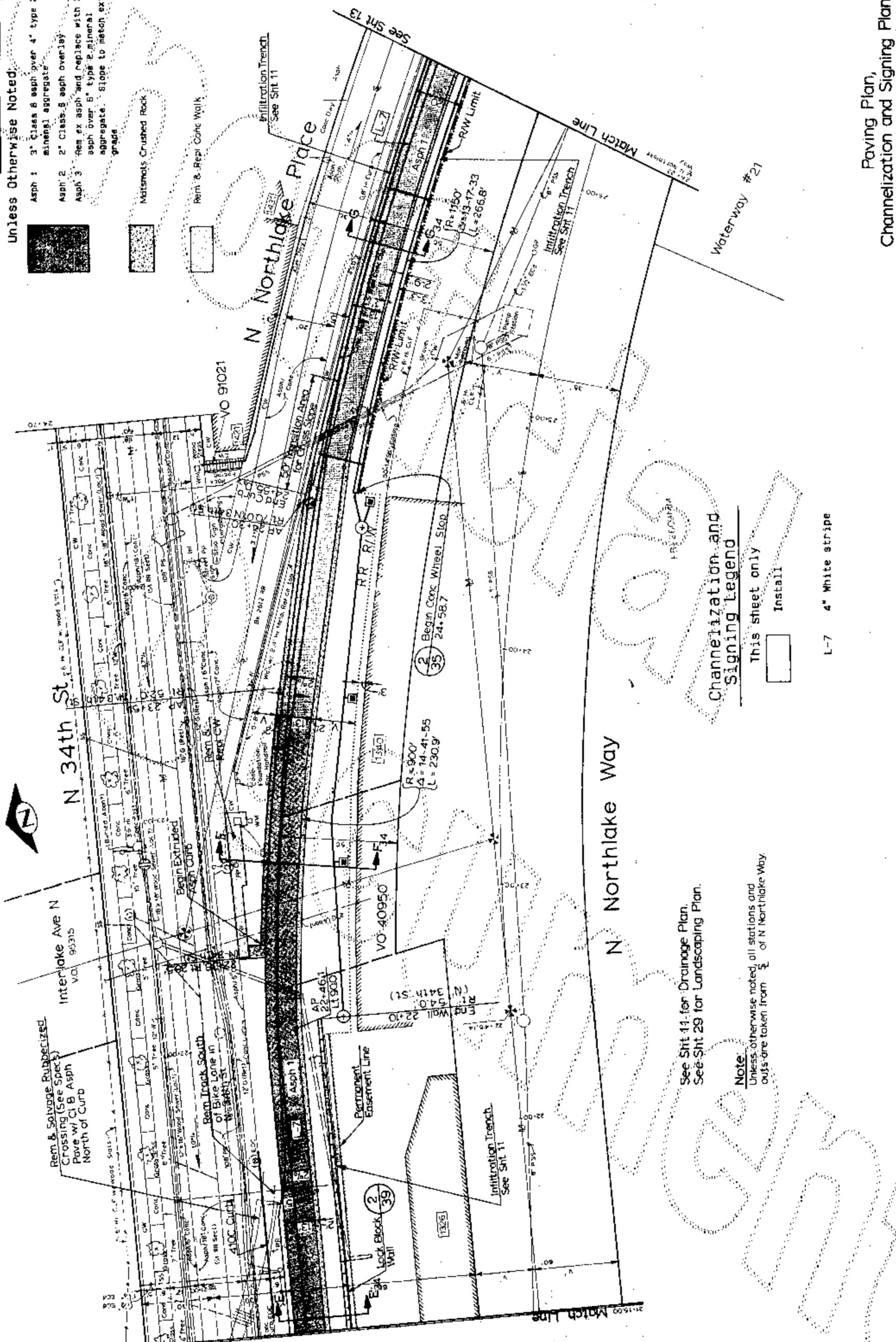
INITIALS AND DATE
 REVIEWED: *[Signature]* DATE: *[Date]*
 DESIGNED: *[Signature]* DATE: *[Date]*
 CHECKED: *[Signature]* DATE: *[Date]*
 RECEIVED: *[Signature]* DATE: *[Date]*

THE CITY OF SEATTLE
 DEPARTMENT OF ENGINEERING
 GARY ZANKER, DIRECTOR OF ENGINEERING
 APPROVED: *[Signature]*
 SCALE: N 1"=20' V

PC: S1932A
 RW: S1932C
 CO: S1932C
 MULTIPLAN NO: 774-37
 SHEET 9 OF 39

Paving Legend
 9203172095

- Unless Otherwise Noted:
- Asph 1 3" Class 8 asph over 4" type 2 mineral aggregate
 - Asph 2 2" Class 8 asph overlay
 - Asph 3 Rem ex asph and replace with 3" Class 8 asph over 6" type 2 mineral aggregate. Slope to match existing grade.



Channelization and Signing Legend

- This sheet only
- Install
- L-7 4" White stripe

See Sht 11 for Drainage Plan.
 See Sht 29 for Landscaping Plan.

Note:
 Unless otherwise noted, all stations and offsets are taken from of N Northlake Way.

Paving Plan,
 Channelization and Signing Plan

Burke Gilman Bike Trail
 Meridian Ave N to 3rd Ave NW
 By Paving, Etc

THE CITY OF SEATTLE
 DEPARTMENT OF ENGINEERING
 GARY ZARNER, DIRECTOR OF ENGINEERING
 APPROVED



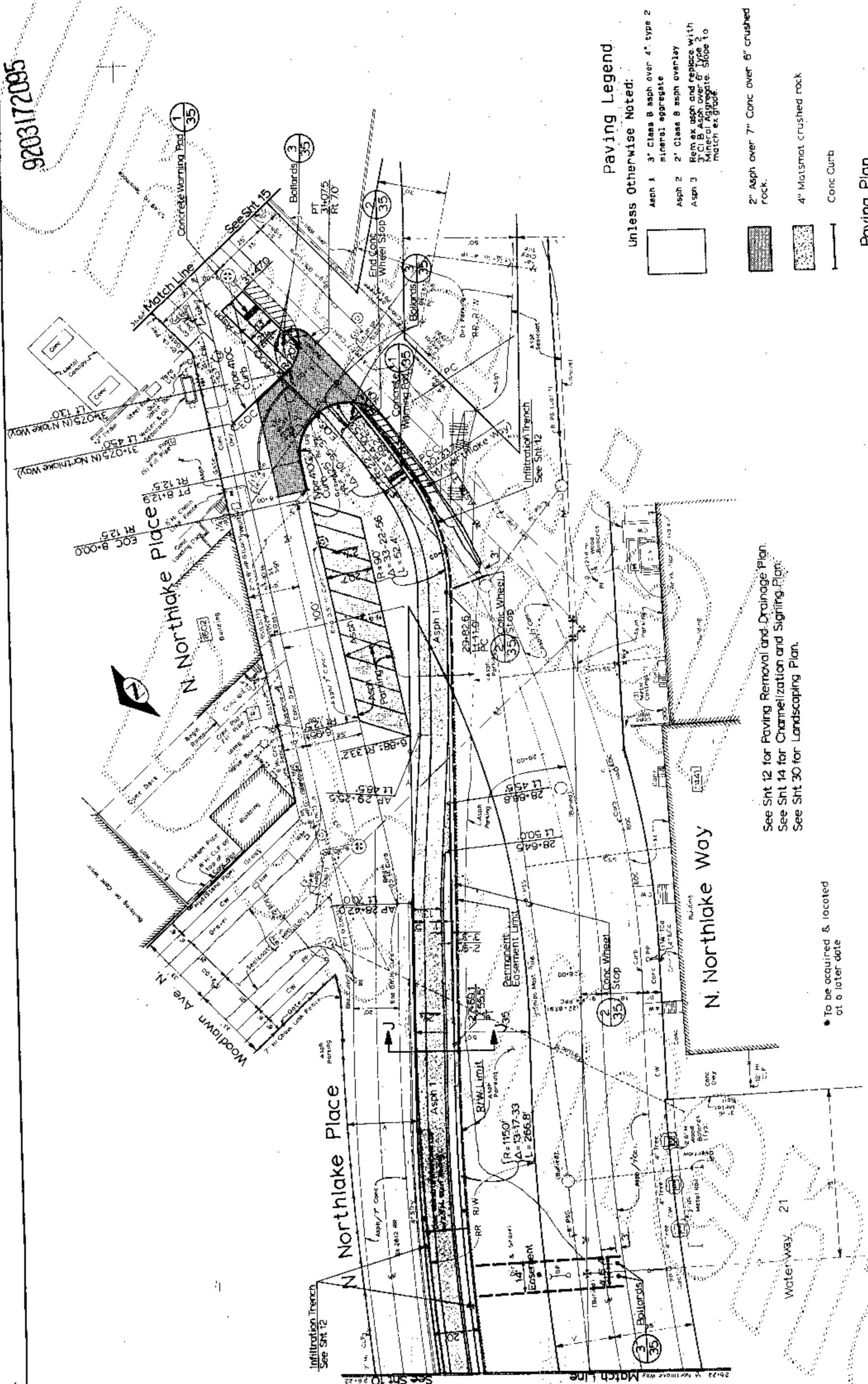
NAME OR INITIALS AND DATE	INITIALS AND DATE
DESIGNED: [Signature] DATE: 5/23/12	REVIEWED: [Signature] DATE: 5/23/12
CHECKED: [Signature] DATE: 5/23/12	APPROVED: [Signature] DATE: 5/23/12
CHECKED: [Signature] DATE: 5/23/12	APPROVED: [Signature] DATE: 5/23/12

APPROVED FOR ADVERTISING
 BY THE BOARD OF PUBLIC WORKS
 SEATTLE WASHINGTON
 [Signature]
 STREET: [Signature]

PC 51932A	PC 51932C
NO. 774-37	NO. 774-37
SHEET 10 OF 39	SHEET 10 OF 39

9203172095

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Paving Legend

Unless Otherwise Noted:

- Asph 1 3" Class B asph over 4" type 2 mineral aggregate
- Asph 2 2" Class B asph overlay
- Asph 3 Rem ex asph and replace with 3" CI B Asph over 6" Type 2 Mineral Aggregate. Slope to match ex grade.
- 2" Asph over 7" Conc over 6" crushed rock.
- 4" Matmat crushed rock
- Conc Curb



Paving Plan

See Sht 12 for Paving Removal and Drainage Plan.
 See Sht 14 for Channelization and Signing Plan.
 See Sht 30 for Landscaping Plan.

* To be acquired & located at a later date

PC S1932A
 RW 51932C
 CD 774-37
 SHEET 13 OF 39

Burke Gilman Bike Trail
Meridian Ave N to 3rd Ave NW
 By Paving, Etc

THE CITY OF SEATTLE
 DEPARTMENT OF ENGINEERING
 GARY ZARKER, DIRECTOR OF ENGINEERING
 APPROVED



NAME OR INITIALS AND DATE	INITIALS AND DATE
DESIGNED BY: [Signature]	REVIEWED BY: [Signature]
CHECKED BY: [Signature]	DATE: [Date]
APPROVED BY: [Signature]	DATE: [Date]

APPROVED FOR ADVERTISING BY THE BOARD OF PUBLIC WORKS SEATTLE WASHINGTON
 [Signature]