



SEATTLE CITY COUNCIL

Legislative Summary

CB 119140

Record No.: CB 119140

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125508

In Control: City Clerk

File Created: 08/08/2017

Final Action: 01/05/2018

Title: AN ORDINANCE authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities to enter into agreements with the Port of Seattle and BP West Coast Products LLC for the purposes of satisfying utility-related conditions for the Port's street vacation petition for its Terminal 18 Redevelopment Project on Harbor Island, City of Seattle Clerk File No. 301929; declaring certain easement rights located on Harbor Island as no longer required for municipal utility purposes and surplus to the City's needs; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Herbold

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att A - Easement Agreement 15-084-A, Att A Ex A - T-18 Overall Easement Map, Att A Ex B - Easements, Att A Ex C - SPU Easement, Att A Ex D - T-18 Environmental Protocols, Att A Ex E - Street Use Permit Maps, Att A Ex F - Utility Easement Letters, Att B - SPU-Port Transfer Agreement 15-085-A, Att C - Public Access Easement Agreement, Att D - Easement Agreement 15-087-A

Drafter: bob.hennessey@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

☐ Yes

☐ No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	08/15/2017	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	08/15/2017	sent for review	Council President's Office			

1	Council President's Office	08/18/2017	sent for review	Civil Rights, Utilities, Economic Development, and Arts Committee	
	Action Text: The Council Bill (CB) was sent for review. to the Civil Rights, Utilities, Economic Development, and Arts Committee				
	Notes:				
1	Full Council	11/20/2017	referred	Civil Rights, Utilities, Economic Development, and Arts Committee	
1	Civil Rights, Utilities, Economic Development, and Arts Committee	11/28/2017	held		
	Action Text: The Council Bill (CB) was held.				
	Notes:				
1	Civil Rights, Utilities, Economic Development, and Arts Committee	12/12/2017	pass as amended		Pass
	Action Text: The Committee recommends that Full Council pass as amended the Council Bill (CB).				
	Notes:				
			In Favor: 2	Chair Herbold, Member O'Brien	
			Opposed: 0		
1	Full Council	01/02/2018	passed		Pass
	Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:				
	Notes:				
			In Favor: 9	Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember Mosqueda, Councilmember O'Brien, Councilmember Sawant	
			Opposed: 0		
1	City Clerk	01/03/2018	submitted for Mayor's signature	Mayor	
1	Mayor	01/05/2018	Signed		
1	Mayor	01/05/2018	returned	City Clerk	
1	City Clerk	01/05/2018	attested by City Clerk		
	Action Text: The Ordinance (Ord) was attested by City Clerk.				
	Notes:				

CITY OF SEATTLE

ORDINANCE 125508

COUNCIL BILL 119140

AN ORDINANCE authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities to enter into agreements with the Port of Seattle and BP West Coast Products LLC for the purposes of satisfying utility-related conditions for the Port's street vacation petition for its Terminal 18 Redevelopment Project on Harbor Island, City of Seattle Clerk File No. 301929; declaring certain easement rights located on Harbor Island as no longer required for municipal utility purposes and surplus to the City's needs; and ratifying and confirming certain prior acts.

WHEREAS, the Port of Seattle ("Port") petitioned The City of Seattle to vacate various rights-of-way, including portions of 11th Avenue SW, 13th Avenue SW, SW Florida Street, and SW Hanford Street ("Streets") on Harbor Island, as part of its Terminal 18 Redevelopment Project ("Project"), as more particularly described in the vacation petition to The City of Seattle, Clerk File No. 301929 ("Petition"); and

WHEREAS, the vacation of the Streets is conditioned, in part, on resolving utility issues to the satisfaction of the relevant utilities prior to the approval of the final street vacation ordinance; and

WHEREAS, Seattle Public Utilities (SPU) owns and operates various municipal water, sewer, and drainage facilities ("Facilities") on Harbor Island, which are an integral part of SPU's municipal utility systems, portions of which are located within the Streets to be vacated or on property owned by the Port or other parties; and

WHEREAS, SPU and the Port entered into the Terminal 18 Redevelopment Agreement, dated April 1, 1999 ("Redevelopment Agreement"), which described various utility construction, relocation, transfer, and abandonment plans for the Project for Port-owned and SPU-owned municipal water, storm drainage, and sewer facilities and contemplated a

1 final ownership scheme that, to the extent possible, resulted in Port-owned utility
2 facilities on Port-owned property and SPU-owned utility facilities in remaining public
3 right-of-way to minimize the need for utility easements on Port-owned property; and

4 WHEREAS, satisfactory resolution of SPU's utility issues includes being granted various utility
5 and public access easements for its municipal utility systems and Facilities existing
6 within the Streets to be vacated, on property owned by the Port and other parties, and
7 entering into a transfer agreement to transfer ownership of certain utility facilities
8 between SPU and the Port; and

9 WHEREAS, the satisfactory resolution of SPU's utility issues also includes resolution of an
10 issue that arose during the Project and resulted in a conflicting permanent structure being
11 built by a third party pursuant to an easement that was subject to an existing easement for
12 an SPU sewer facility without the required SPU consent, which is being removed by the
13 third party; and

14 WHEREAS, the Port of Seattle Commission, acting through the Northwest Seaport Alliance
15 Managing Members, in its regular meeting dated August 1, 2017, authorized the Chief
16 Executive Officer of the Port, or the Chief Executive Officer's designee, to execute these
17 agreements; and

18 WHEREAS, these agreements, collectively, will resolve SPU's utility issues arising from the
19 Petition to its satisfaction; NOW, THEREFORE,

20 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

21 Section 1. The General Manager and Chief Executive Officer ("General Manager/CEO")
22 of Seattle Public Utilities, or the General Manager/CEO's designee, is authorized to execute any
23 necessary documents and agreements; accept, deliver, and record on behalf of the City any

necessary deeds or agreements; and take any other actions reasonably necessary to effectuate this ordinance, including the following agreements:

A. Easement Agreement 15-084-A for Utility Easements at Terminal 18 and Release of Pre-existing Easement Interests and Rights, King County Recording No. 20170920000226, attached hereto as Attachment A;

B. SPU-Port Transfer Agreement 15-085-A for Harbor Island, dated September 8, 2017, attached hereto as Attachment B;

C. Port Granted Public Access Easement Agreement 15-086-A, King County Recording No. 20110630000954, attached hereto as Attachment C;

D. Easement Agreement between BP West Coast Products LLC (BP), the Port and SPU 15-087-A, King County Recording No. 201709050000509, attached hereto as Attachment D.

Section 2. Pursuant to the provisions of RCW 39.34.040 and after a public hearing, upon the effective date of an adopted Seattle City Council ordinance finalizing the street vacation pursuant to the petition to The City of Seattle, Clerk File No. 301929, the following easement interests or reservations of rights located on Harbor Island are hereby found and declared to be no longer required for providing public utility service and to be surplus to the City's needs consistent with Section 4, Release of Easements, of Easement Agreement 15-084-A for Utility Easements at Terminal 18 and Release of Pre-existing Easement Interests and Rights:

A. Seattle Ordinance No. 114944 – to the extent rights were reserved for municipal storm facilities in that final vacation ordinance vacating a portion of 11th Avenue SW.

B. King County Recording Nos. 5674818 and 5674820 – in their entirety for rights for municipal storm facilities.

1 C. That portion of King County Recording No. 7708250859 to the extent it
2 encumbers Grantor's Property (Assessor's Tax Parcel 7666701880) and King County Recording
3 Nos. 7708250860 and 7708250861 in their entirety for rights for municipal sewer facilities.

4 D. Seattle Ordinance No. 109970 – to the extent rights were reserved for municipal
5 sewer facilities in that final vacation ordinance vacating a portion of 11th Avenue SW.

6 E. Seattle Ordinance No. 100158 – to the extent rights were reserved for municipal
7 sewer and storm facilities in that final vacation ordinance vacating a portion of 11th Avenue SW.

8 F. King County Recording Nos. 5448709 and 8301860651 – in their entirety for
9 rights for municipal storm facilities in a vacated portion of SW Hanford Street under Seattle
10 Ordinance No. 91212.

11 G. To the extent Seattle has any, rights for municipal storm facilities in Block 394,
12 Lots 9 and 10.

13 H. King County Recording No. 5674821 – the City confirms its release of the
14 remaining portion of easement rights for sewer facilities as described in King County Recording
15 No. 9806020316, which was not notarized by the City at the time of recording.

16 I. King County Recording No. 5674822 – the City confirms its release of a portion
17 of easement rights for sewer facilities as described in King County Recording No. 9806020316,
18 which was not notarized by the City at the time of recording.

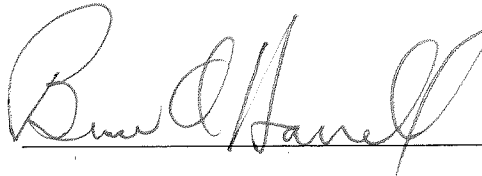
19 Section 3. The General Manager/CEO of Seattle Public Utilities, or the General
20 Manager/CEO's designee, is authorized to execute any necessary documents and agreements;
21 accept, deliver, and record on behalf of the City any necessary deeds, agreements, or
22 relinquishments; and take any other actions reasonably necessary to effectuate the release of
23 easement interests or reservation of rights authorized by Section 2 of this ordinance. The rights

1 granted pursuant to Section 1 of this ordinance will be under the jurisdiction of Seattle Public
2 Utilities.

3 Section 4. Any act consistent with the authority of this ordinance taken prior to its
4 effective date is hereby ratified and confirmed.

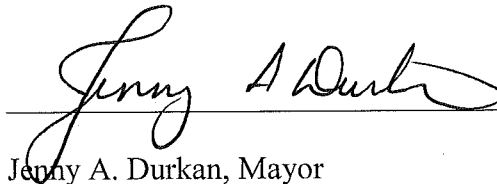
Section 5. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 2nd day of January, 2018,
and signed by me in open session in authentication of its passage this 2nd day of
January, 2018.



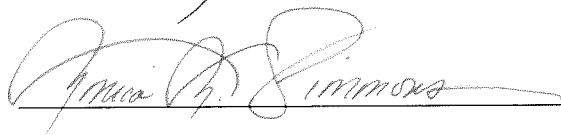
President _____ of the City Council

Approved by me this 5th day of January, 2018.



Jenny A. Durkan, Mayor

Filed by me this 5th day of January, 2018.



Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

- Attachment A - Master Easement Agreement 15-084-A for Utility Easements at Terminal 18 and Release of Pre-existing Easement Interests and Rights
- Exhibit A - Terminal 18 Overall Easement Map

- 1 Exhibit B - Easements
- 2 Exhibit C - SPU Easement, Related King County Assessor Tax Parcel Number and
- 3 Restricted Covenant Recorded Number
- 4 Exhibit D - Terminal 18 Environmental Protocols
- 5 Exhibit E - Street Use Permit Maps
- 6 Exhibit F - Utility Easement Letters
- 7 Attachment B - SPU-Port Transfer Agreement 15-085-A for Harbor Island
- 8 Attachment C - Public Access Easement Agreement
- 9 Attachment D - Easement Agreement 15-087-A

Attachment A

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

**EASEMENT AGREEMENT 15-084-A
FOR UTILITY EASEMENTS AT TERMINAL 18 AND
RELEASE OF PRE-EXISTING EASEMENT INTERESTS AND RIGHTS**

Reference Nos. of Document Released: 5674818, 5674820, remaining portion of 5674821, a portion of 5674822, a portion of 7708250859, 7708250860, and 7708250861

Grantor: Port of Seattle

Grantee: City of Seattle

Legal Description (abbreviated): Portions of Blocks 393, 394, 395, 396, 398, 399, 400, 401 and 402, Seattle Tide Lands; and Portions of Block "A", Frink's Waterfront Addition, Volume 12 of Plats, Page 89; and Portion of Vacated Streets and Alleys Adjoining, Located in Section 07-24-04 and Section 18-24-04

Assessor's Tax Parcel ID#s. 766670-1356; -1682; -1690; -1710; -1880; -1940; -2058; -2059; -2085; -2110; -2140; -2294; -2295; -2315; -2365; -2370; -2375; -2380; -2385; -2430; -2435; -2495; -2525; -2550; -2560; -2565; -2570; -2575; -2585; -2590; -2600

This Easement Agreement is made as of this ____ day of _____, 20__ by and between the Port of Seattle, a municipal corporation of the State of Washington ("Grantor") and The City of Seattle, a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities ("Grantee"), hereafter, when applicable, referred to together as "Parties".

RECITALS

WHEREAS, Grantor petitioned the City of Seattle to vacate various rights of way, including portions of 11th Avenue Southwest, 13th Avenue Southwest, Southwest Florida Street, and Southwest Hanford Street ("Streets") on Harbor Island as part of its Terminal 18 Redevelopment Project ("Project"), as more particularly described in the vacation petition to the City of Seattle Clerk File No. 301929 ("Petition") and City of Seattle Master Use Permit No. 9700752 ("Permit"), both of which are incorporated herein by these references; and

WHEREAS, as part of the Project, the City of Seattle (through its Seattle Public Utilities) and the Port of Seattle entered into a series of agreements regarding reimbursement of costs incurred in relocating water mains and other tasks, which included certain environmental costs as detailed in an Environment and Safety Agreement, entered into on April 1, 1999 (the "1999 Environment Agreement"); and

WHEREAS, Grantor currently owns certain real property for the operation of Terminal 18, a shipping container handling and storage facility on Harbor Island ("Grantor's Property"), portions of which abut the Streets that will be vacated; and

WHEREAS, Grantee owns and operates various municipal water, sewer and drainage facilities ("Facilities") on Harbor Island, which are an integral part of the Grantee's municipal utility systems, portions of which are located within the Streets to be vacated or on Grantor's Property; and

WHEREAS, Grantor wishes to grant utility easements to the Grantee for its municipal utility systems and Facilities existing within the Streets to be vacated to resolve the utility issues to the satisfaction of the affected utility, consistent with conditions outlined in the City's July 20, 1998 letter, to obtain approval of a final street vacation ordinance; and

WHEREAS, Grantee has existing easements for an underground storm drain line across the southeasterly five feet of the northwesterly one-half of Lot 6, Block 395, Seattle Tidelands, encumbering Grantor's property, the terms of which easements are set forth in King County Recording Nos. 5674818 and 5674820; and

WHEREAS, Grantee has existing easements for an underground sewer line along formerly vacated Southwest Lander Street between 11th Ave Southwest and 13th Ave Southwest, the terms of which easements are set forth in King County Recording Nos. a portion of 7708250859, 7708250860, and 7708250861; and

WHEREAS, Grantee wishes to amend the terms of the existing sewer and storm easements by replacing them with the terms in this master easement agreement, making the existing sewer easement area (now Easement Area B-10) and the existing storm easement area (now Easement Area B-15) subject to this master easement agreement; and

WHEREAS, Grantor wishes to agree to the above-referenced items to move forward with obtaining approval of a final street vacation ordinance; and

NOW, THEREFORE, the parties agree as follows:

EASEMENT AGREEMENT 15-084-A

Grantor, for and in consideration of Grantee's vacation of the Streets and other good and valuable consideration, of which Grantor acknowledges receipt, conveys and grants to Grantee, nonexclusive permanent easements for access to and from and the construction, operation and maintenance of its municipal utility systems and Facilities, over, under, through, across and upon those portions of Grantor's Property, or those portions of the Streets that Grantor hereafter acquires rights, title or interest to, as generally shown on Exhibit A ("T-18 Overall Easement Map") and as legally described in Exhibits B-1, B-3 through B-6, B-8, B-10, B-11, and B-13 through B-16 (each "Easement Area" as appropriate and collectively "Easement Areas"), copies of which are attached and incorporated herein, together with the reasonable right of entry across Grantor's Property for ingress to and egress from the Easement Areas if necessary and consistent with this Easement Agreement. Each Easement Area impacts those portions of Grantor's Property, i.e. the Assessor's Tax Parcel(s) as identified in Exhibit C, a copy of which is attached and incorporated herein.

This Easement Agreement shall include only such rights in the Easement Areas as shall be necessary for access to and from and the inspection, construction, reconstruction, alteration, operation, improvement, maintenance, repair and replacement of, and additions to Grantee's municipal utility systems and the Facilities ("Purposes"). Grantor, its tenants, 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, subject to and consistent with the terms and conditions of this Easement Agreement.

A. General Conditions

1. Grantee's Uses of the Easement Areas

As used in this section A.1, "Grantee" shall include Grantee's employees, contractors, agents, invitees, and consultants.

- a. Grantee will have the right to enter upon and use the Easement Areas at all times for the Purposes herein.
- b. Grantee, at its own expense, shall have the right to install, replace or improve any Facilities within the Easement Areas with Facilities of any size, capacity, or functionality; provided that, upon completion, any new Facilities will not unreasonably block, obstruct, hinder or otherwise prevent access over and across Grantor's Property.
- c. Grantee agrees to restore the Easement Areas following any activity by Grantee that disturbs the Easement Areas, to the condition it was in immediately prior to Grantee's work being commenced, except as may be provided under Section B.2 below regarding agreed upon protocols for handling certain environmental conditions.
- d. Grantee understands and acknowledges that portions of the Easement Areas lie within a federally regulated and secure marine facility under the jurisdiction of the U.S. Customs and Border Protection ("Secured Areas"), and leased to a marine terminal operator for handling domestic and international freight in containers. Access to Secured Areas is subject to the applicable requirements, as may be amended from time

to time, including requirements by the Federal Government such as the requirement to obtain Transportation Worker Identification Credentials ("TWIC"). Grantee understands and acknowledges that certain portions of Easement Areas B-6, B-8 and B-10 also lie within a secure facility that handles petroleum products that is managed separately from the Secured Areas ("Pipeline Areas"). Grantor and Grantee will work collaboratively to ensure access to both the Secure Areas and Pipeline Areas, which may include Grantor-escorted access in lieu of TWIC. Grantor's tenants acknowledge Grantee's rights of access in Exhibits F-1 and F-2 ("Utility Easements and Access Rights to Lease Areas"), copies of which are attached and incorporated herein.

- e. The Parties may mutually agree to reasonable alternate access protocols as needed, however, Grantee shall continue to have 24/7 access to the Facilities in cases of emergency. Any mutually agreed change to access protocols will be documented in writing by the Parties.
- f. Except in cases of emergency, for any Purposes that involve excavation, boring, or tunneling in the Easement Areas, Grantee shall submit its work plan to Grantor for review and comment no less than 60 days prior to the requested work commencement date. Grantor shall provide any comments within 30 days of submittal of Grantee's work plan. Grantee and Grantor will cooperate in good faith to coordinate the work to reasonably minimize impact to Grantor's or its tenants' operations, including but not limited to scheduling adjustments, staging configuration, etc. Grantor will reimburse Grantee for any incremental costs Grantee incurs to do the work to the extent the costs result from a request from Grantor or its tenants to adjust Grantee's work plan to minimize impact to Grantor's or its tenants' operations.

2. Grantor's Uses of the Easement Areas

As used in this section A.2, "Grantor" shall include Grantor's employees, contractors, tenants, lessees, agents, invitees, and consultants.

- a. **Subsurface Improvements.** Notwithstanding the nonexclusive easement, Grantor agrees that it will not place or permit placement of any other utility or subsurface facility, including without limitation, conduits, cable, pipelines, vaults, poles, posts, whether public or private, within the Easement Areas, without the prior written approval of Grantee, which approval may be subject to required conditions to protect the integrity and access to Facilities such as horizontal and vertical clearances depending on the type, size and depth of Facilities.
- b. **Storage and Surface Loading.** Grantor may place or store vehicles, containers, equipment, and similar items or personal property of a temporary or removable nature ("Grantor's Equipment") in, or move such items across, any part of the Easement Areas; subject to the following:
 - i. for any Easement Areas involving municipal water system Facilities (Easement Areas B-4, portions of B-6, B-8, and portions of B-12), the combined weight of Grantor's Equipment may not exceed H-20 weight loading;

- ii. for any Easement Areas involving municipal sewer and storm system Facilities (B-1, B-3, B-5, portions of B-6, B-10, B-11, portions of B-12, B-13 through 16), the combined weight of Grantor's Equipment may exceed H-20, but shipping containers may not be stacked higher than 5 total;
 - iii. Notwithstanding subsections i. and ii. above, for all Easement Areas, Grantor's Equipment shall not be placed on or stored directly over any maintenance hole within the Easement Areas at any time, and any Grantor Equipment moving over or across maintenance holes may not exceed H-20 weight loading;
 - iv. Grantor endeavors to minimize movement and storage of any Grantor's Equipment that could result in excessive loading on or vibration of soils around the Facilities.
 - v. Grantor may request consent from Grantee, on a case-by-case basis, for a limited exception to these loading limitations by submitting a written request and a protection plan with proposed measures to protect the Facilities from excessive loading, e.g. bridging or other reinforcement.
 - vi. Grantee will have the right to temporarily limit Grantor's use of the Easement Areas, including eliminating parking or storage of Grantor's Equipment within the Easement Areas, when in its discretion, such temporary limit is necessary for the Purposes under this Easement Agreement. Grantee shall include any requirement to limit temporarily parking or storage within the particular Easement Areas upon at least 3 days' written notice to Grantor. Grantor will remove any Grantor's Equipment from within the affected portion of the Easement Areas, at Grantor's expense. If the Grantor has not removed Grantor's Equipment by the effective date in the notice, or in cases of emergency, the Grantee shall have the right, but not the obligation, to remove any Grantor's Equipment from within the affected Easement Areas and Grantor agrees to reimburse Grantee for any reasonable costs incurred under this section within 30 days of receiving an invoice.
- c. Excavation. Grantor shall not make any excavation, boring, or tunneling within the Easement Areas without the prior written consent of Grantee, which will not be unreasonably withheld, but may include conditions to protect the integrity of and access to the Facilities. Grantor shall request Grantee's consent by submitting work plans to Grantee no less than 60 days prior to the commencement of the proposed work. Grantee shall respond with any comments or conditions within 30 days of submittal of Grantor's work plans.
- d. Surface Improvements. Grantor shall not i) install or permit any permanent structures or improvements of any kind, including but not limited to buildings, walls, rockeries, etc; ii) plant or allow any trees or shrubbery; or iii) place or permit any fill material of any kind within the Easement Areas, without prior written consent of the Grantee, except as provided in Section B.3 below.
- e. Emergency Response. In an Emergency, Grantor shall cooperate immediately with the requests of Grantee, including without limitation immediate removal of Grantor's

Equipment from the Easement Areas, to facilitate Grantee's response to the situation in order to protect Facilities and public health, safety and welfare.

- f. Grantor's Inspection of Easement Area. 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 or surrounding property. Grantor personnel shall not operate the Facilities. If Grantor becomes aware of any such problem, Grantor shall contact the Seattle Public Utilities' Operations Response Center at (206) 386-1800. Nothing in this section shall reduce the Grantee's responsibility for the inspection and maintenance of the Facilities in accordance with their standard procedures and protocols, as amended from time to time.
- g. If 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. If the Grantor has not repaired such damage within a reasonable time, or in cases of emergency, the Grantee shall have the right, but not the obligation, to repair the damage to the Facilities or Grantee's property and Grantor agrees to reimburse Grantee for any reasonable costs incurred under this section within 30 days of receiving an invoice.

B. Special Provisions

1. Railtrack Provisions

Grantor owns and operates railtracks located generally east of 11th Ave Southwest at the northern end of Terminal 18 and which currently cross Grantee's Facilities in Easement Area B-15 ("Railtracks").

- a. Grantee acknowledges and confirms that Grantor's use of the Railtracks is essential to Grantor's business operations upon Grantor's Property, and that unreasonable interruption to its use of the Railtracks 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 utility 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 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 Railtracks within the Easement Areas for any of the Purposes under this Easement Agreement, subject to the following conditions:
 - i. Approved Plans. In the event that Grantee desires access to the affected Easement Areas 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.

- ii. 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 Easement Area, including any space currently occupied by existing Railtracks, in order to perform the Work at any reasonable time with consideration of Section B.1.b below and upon having provided Grantor the notice required by Section B.1.b below, unless another time is mutually agreed to by the parties.
 - iii. 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 Easement Areas by Grantee to perform the Work, provided however, that Grantor’s determination shall not unreasonably prevent Grantee access to the Easement Areas or prevent Grantee from performing the Work.
- b. 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 the allow Grantee access to its Facilities within the Easement Areas 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 the Railtracks (collectively, “Grantor’s Activity”). Grantor’s Activity shall be conducted in accordance with any applicable laws, ordinance, permits and regulations. Grantor may request that any Work by Grantee that requires relocation or removal of the Railtracks within the Easement Areas 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 the 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 to complete Grantor's Activity as required under this section.

- c. Safety Requirements. Any entry on and all Work performed within the Easement Areas by Grantee shall be subject to, and comport with Grantor's applicable safety requirements for work near Railtracks. Grantee shall also adopt and take any safety precautions that Grantor may, in its reasonable opinion, deem necessary from time to time.
- d. 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.
- e. In the event that the terms of this Section B.1 shall conflict with any of the terms, conditions or obligations set forth in this Easement Agreement, the terms in this Section B.1 shall control any matter involving Railtracks.

2. Notice of Consent Decree

- a. Notice is hereby given that portions of Grantor's Property are subject to the Harbor Island Soil & Groundwater Operable Unit Consent Decree, which was entered in the United States District Court, Western District of Washington Seattle Division, in Civil Action No. C95-1495Z ("Consent Decree"). A copy of that document has been filed at King County under King County Recording No. 9608211528.
- b. Section X of the Consent Decree requires that the United States and its representatives, including EPA and its contractors, be provided access to Grantor's Property at all reasonable times for the purposes of conducting activities related to the Consent Decree. Grantee may not interfere with that right of access.
- c. The Consent Decree includes conditions that apply to the Harbor Island Soil & Groundwater Operable Unit, which includes all or portions of the Easement Areas. Certain portions of the Easement Areas are subject to Harbor Island Soil & Groundwater Operable Unit Environmental Covenants, recorded as separate documents with King County, and listed by easement and effected parcel number in Exhibit C. The Parties have mutually negotiated and agreed to implement certain

protocols related to the conditions in the Consent Decree and Environmental Covenants and the rights and obligations under this Easement Agreement, which are attached and incorporated herein as Exhibit D.

3. Street Use Permits

- a. Grantor has been granted two Street Use Permits, as more particularly defined below (“Street Use Permit Areas”) by the City of Seattle Department of Transportation:
 - i. “Street Use Permit #34201” - formerly permit #W2454, which allows the long-term use and occupation of the City right-of-way (11th Avenue Southwest) for parking, fencing, and material storage in the area generally shown on the Street Use Permit Area Map, a copy of which is attached and incorporated herein as Exhibit E-1; and
 - ii. “Street Use Permit #99920”- formerly permit #65360, which allows the long-term use and occupation of the City right-of-way (11th Avenue Southwest) for the T-18 South Gate, including parking, OCR shed and security trailer operations, and truck queuing in the area generally shown on the Street Use Permit Area Map, a copy of which is attached and incorporated herein as Exhibit E-2.
 - iii. All Street Use Permits are wholly temporary in nature and vest no permanent right and may, in any case, be revoked upon 30-calendar days’ notice, or without notice, in case any use or occupation is dangerous or any structure or obstruction permitted is insecure or unsafe or is not constructed, maintained, or used in accordance with the provisions of Title 15 of the Seattle Municipal Code (“SMC”).
- b. Street Use Permits #34201 and #99920 impact Easement Areas B-11 and B-5 respectively, and access to certain Facilities in those right-of-way areas. Grantor understands and agrees that in the event of conflict between Grantee’s access to its Facilities for the Purposes and Grantor’s rights under Street Use Permits #34201 and #99920, Grantee’s needs to access its Facilities for the Purposes will supersede Grantor’s rights under Street Use Permits #34201 and #99920 to the extent and for the duration required for the Purposes and in accordance with the following conditions:
 - i. In the event that Grantee’s work on the Facilities requires the removal of any fencing or curbing or other improvements installed by Grantor and within the area authorized under Street Use Permits #34201 and #99920 (“Grantor’s Improvements”), Grantor will be responsible for removing or relocating and replacing Grantor’s Improvements at Grantor’s cost or expense upon 15 days’ prior written notice from Grantee and consistent with the Street Use Permits.
 - ii. Grantee will have the right to temporarily limit or eliminate any other use, including parking or storage of Grantor’s Equipment, within the Street Use Permit Areas, when in its discretion, such temporary limit is necessary for the Purposes. Grantee shall include any requirement to temporarily limit parking or storage or other use upon 3 days’ prior written notice from Grantee. Grantor will prevent parking and storage or remove any Grantor’s Equipment from the affected portion of the Street Use Permit Areas at Grantor’s expense.

- iii. If the Grantor has not removed Grantor's Improvements or Equipment by the effective date(s) in the notice(s) in B.3.b.i and ii above, or in cases of emergency, the Grantee shall have the right, but not the obligation, to remove any Grantor's Improvements or Equipment from within the Street Use Permit Areas and Grantor agrees to reimburse Grantee for any reasonable costs incurred under this section within 30 days of receiving an invoice.
- iv. Grantor's Street Use Permit #99920 (the area shown on Exhibit E-2) near the South Gate at 11th Avenue Southwest and Southwest Spokane Street results in altering traffic patterns on City right-of-way so that direct vehicular access to Easement Area B-5 and Facilities from City right-of-way may be blocked. Grantee will follow the access route that is generally used to enter Terminal 18 employee parking area at Gate One, including over any portion of Grantor's Property as necessary, generally described as follows: from the Loop Road Access Easement (Easement Area B-2) proceed to the stop-sign at SE margin of 11th Ave Southwest, continue east, crossing north-south Gate One, the relief truck lane and rail spur and proceed into fenced parking area. Easement Area B-5 is located in the NW corner of the fenced area. The gates are open during business hours. If gates are closed or for 24 hour (365 day) emergency access: (1) Contact Terminal 18 operations office, 206-654-3711 or (2) Terminal 18 Gate Four Office, 206-654-3725 or other emergency back-up contact number Grantor may provide to Grantee in writing from time to time. Grantee may also use any portion of Grantor's Property for any reasonable alternative vehicular access route upon mutual agreement of the parties.
- v. Use of the City right-of-way by the Grantor beyond what is authorized in Street Use Permits #34201 and #99920 shall require additional review and permitting by the Seattle Department of Transportation per the requirements of SMC Title 15. These long-term occupation Street Use Permits do not allow construction activity.

4. Release of Easements

Upon the effective date of the street vacation ordinance, the City will record any and all documents necessary to release and relinquish the following easement interests and rights in accordance with this Agreement:

- a. Seattle Ordinance No. 114944 – to the extent rights were reserved for municipal storm facilities in that final vacation ordinance vacating a portion of 11th Avenue Southwest.
- b. King Co. Recording Nos. 5674818 and 5674820 – in their entirety for rights for municipal storm facilities (now Easement Area B-15).
- c. That portion of King Co. Recording No. 7708250859 to the extent it encumbers Grantor's Property (Assessor's Tax Parcel 7666701880) and King Co. Recording Nos. 7708250860 and 7708250861 in their entirety for rights for municipal sewer facilities (now Easement Area B-10).
- d. Seattle Ordinance No. 109970 – to the extent rights were reserved for municipal sewer facilities in that final vacation ordinance vacating a portion of 11th Avenue Southwest.

- e. Seattle Ordinance No. 100158 – to the extent rights were reserved for municipal sewer and storm facilities in that final vacation ordinance vacating a portion of 11th Avenue Southwest.
- f. King County Recording Nos. 5448709 and 8301860651 – in their entirety for rights for municipal storm facilities in a vacated portion of Southwest Hanford Street under Seattle Ordinance No. 91212.
- g. To the extent Seattle has any rights for municipal storm facilities in Block 394, Lots 9 & 10.
- h. King Co. Recording No. 5674821 – the City confirms its release of the remaining portion of easement rights for sewer facilities as described in King Co. Recording No. 9806020316, which was not notarized by the City at the time of recording.
- i. King Co. Recording No. 5674822 – the City confirms its release of a portion of easement rights for sewer facilities as described in King Co. Recording No. 9806020316, which was not notarized by the City at the time of recording.

5. Miscellaneous

a. Grantor agrees that it has revised the legal description and will amend the oil pipeline utility easement granted to Kinder Morgan (King County Recording No. 20040326002210) to reflect the correct legal description for the easement area for the as-built pipeline. The parties understand that the legal description of the recorded easement noted above overlapped with Easement Area B-15, but the actual as-built location of the pipeline does not. A revised legal description will avoid potential conflicts in easement area rights. Grantor will provide Grantee a copy of the revised easement promptly after recording.

b. The parties acknowledge that Grantor, at its expense, completed a final outstanding punch list item from the Project in 2014 to remove the pavement covering Grantee maintenance hole #41 located at the intersection of 11th Avenue Southwest and former Southwest Lander Street, raise it to grade and restore the pavement, all consistent with Grantee's and Grantor's applicable standard specifications.

c. The Parties acknowledge that Grantor has worked with CenturyLink to resolve concerns with CenturyLink's easement for telecommunications facilities (King County Recording No. 9209212171) in Southwest Lander Street by reducing the size of the communications facilities. Grantor will notify Grantee when the CenturyLink work is complete and provide Grantee a copy of the recorded substituted CenturyLink easement area.

d. The Parties acknowledge and agree that there is a potential conflict with a natural gas pipeline installed under an easement granted to Puget Sound Energy (PSE), King County Recording No. 20050609000737, and the municipal water system pipeline under Easement Area B-8, generally located east of the intersection of former Southwest Lander Street and 13th Avenue Southwest. The close proximity of the

pipelines does not allow normal and prudent horizontal clearances to be maintained resulting in risk to the integrity of the municipal water system Facilities. Accordingly, the Parties understand and agree that in the event any party is excavating in or near the area of potential conflict, Grantor will either invoke Section 7 Right of Relocation in the PSE easement to relocate that portion of the natural gas pipeline to reestablish minimum and prudent horizontal clearances or install additional protection measures, e.g. cathodic protection, to minimize the risk to the municipal water system Facilities in a form acceptable to Grantee and at no expense to Grantee.

e. The Parties acknowledge that Grantor is working to grant Olympic Pipeline an easement for its pipeline facilities located in portions of the Streets to be vacated and in proximity to portions of the Facilities which will be subject to this Easement. Grantor will provide Grantee a copy of the easement promptly after recording.

C. Indemnification

1. To the extent permitted by law, and except as defined in Section C.2 below, 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, resulting from or related to the negligent acts, omissions or willful misconduct of the indemnifying party; provided that if a court of competent jurisdiction, all appeals having been heard or appeals periods having run, determines that the indemnity provided by either party unlawful or otherwise ineffective, the other party shall have no further indemnity obligations hereunder. Each party agrees that its obligations under Section C 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 legal fees incurred by the other party, and of all resulting judgments that may be obtained against the other party. In the event that any party incurs attorney fees, costs or other legal expenses to enforce the provisions of this section, all such fees, costs and expenses shall be recoverable by the prevailing party at the rates applicable if such enforcement were conducted by in-house attorneys and paralegals who are employees of the prevailing party.
2. In addition to the responsibilities under Exhibit D, Grantor shall indemnify, defend and hold Grantee harmless from costs and claims to the extent they arise from the existence of hazardous substances in the water at concentrations that exceed cleanup levels specified in the Consent Decree, unless the costs or claims arise from the Grantee having been negligent or having failed to follow industry best management practices to limit the quantity of water exposed to contaminants.

D. Compliance with Laws

The Grantee and the 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.

E. 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 and assigns.

F. Payment

All payments required by one party to the other party under this Easement Agreement shall be made within thirty (30) days of receipt of a reasonably documented invoice.

G. Dispute Resolution

The parties shall negotiate in good faith and use their reasonable best efforts to resolve any disputes that may develop under this Easement Agreement. If staff representatives of the parties cannot resolve a dispute, the dispute shall be referred to the Director, Seaport Division at the Port and the Director of Seattle Public Utilities for further negotiation. Only upon failure to resolve the dispute through such negotiations may either party pursue legal action. The prevailing party in any such action shall be entitled to its reasonable costs and expenses, including the cost of in-house attorneys and paralegals whether in-house or outside legal assistance is used.

H. Notices

Except as otherwise specifically provided in this Easement Agreement, notices to Grantor and Grantee shall be made as follows:

Grantor: Manager, Maritime Properties
 Port of Seattle
 PO Box 1209
 Seattle, WA 98111
 Phone: (206) 787-3000

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

Either party may change its contact, address or phone number by written notice to the other party.

I. Miscellaneous

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.

Port of Seattle, a Washington municipal corporation

The City of Seattle, a Washington municipal corporation, acting through the Seattle Public Utilities

By: _____
Its: _____
Date: _____, 20__

By: _____
Its: _____
Date: _____, 20__

STATE OF)
)
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and signed this instrument, on oath stated that s/he is authorized to execute the instrument and acknowledged it as the _____, 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 ____ day of _____, 20 __.

NAME _____

(Print name) _____

NOTARY PUBLIC in and for the State of
Washington

Residing at _____

My appointment expires: _____, 20 ____

STATE OF)
)
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ 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 _____ 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 ____ day of _____, 20__.

NAME _____

(Print name) _____

NOTARY PUBLIC in and for the State of
Washington

Residing at _____

My appointment expires: _____, 20__

**SPU STORM LINE EASEMENT
VICINITY SW SPOKANE ST
LOTS 19 AND 20, BLOCK 393,
SEATTLE TIDE LANDS**

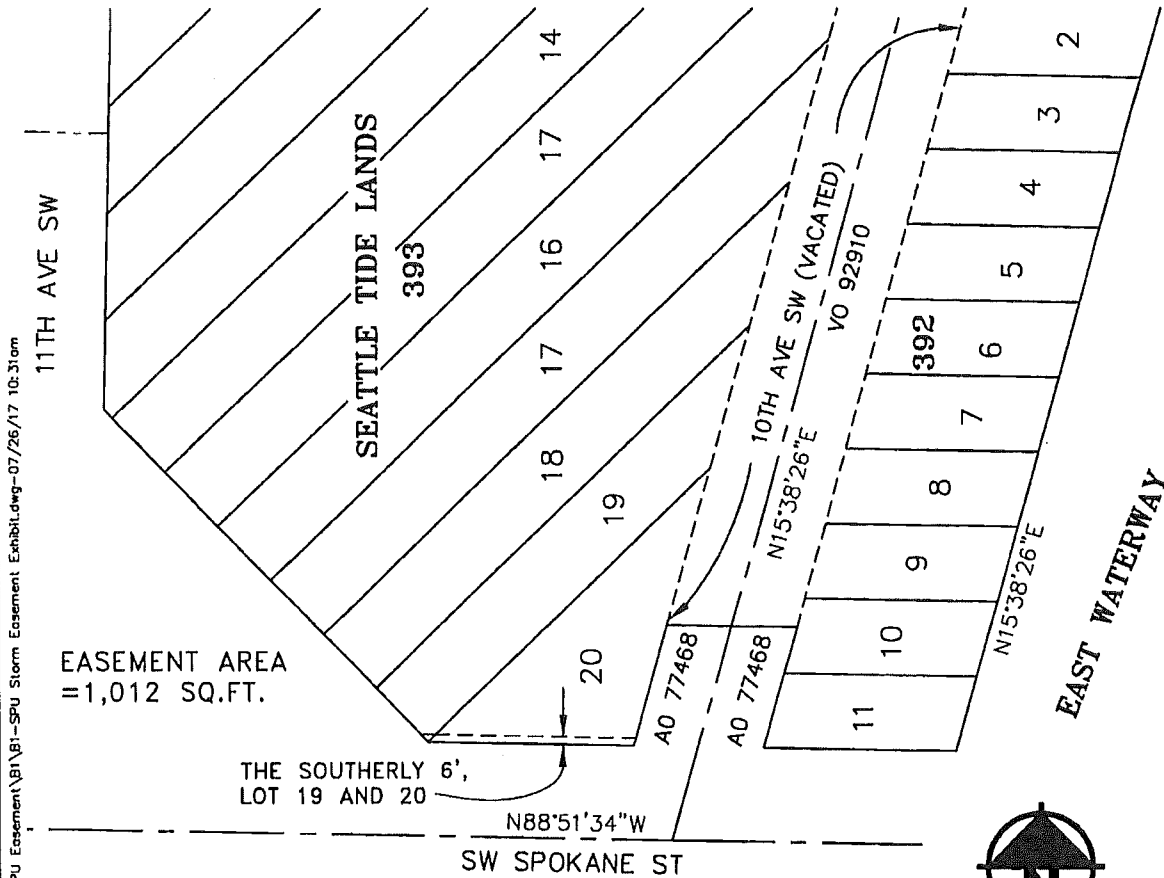
THAT PORTION OF THE SOUTHEAST OF THE NORTHWEST QUARTER, SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M., KING COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:

THE SOUTHERLY 6 FEET OF LOTS 19 AND 20, BLOCK 393, PARALLEL WITH THE
CENTERLINE OF SW SPOKANE STREET IN VOLUME 2 OF THE PLAT OF SEATTLE
TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE
COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON.

CONTAINING 1,012 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.



PORTION OF SE1/4 NW 1/4 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON



BEARINGS SHOWN ARE PER RECORD OF
SURVEY FOR RE-MONUMENTING A
PORTION OF SEATTLE TIDELANDS PORT OF
SEATTLE, TERMINAL 18, RECORDED UNDER
RECORDING NO. 20020626900003



SPU STORM LINE EASEMENT
VICINITY SW SPOKANE ST.

EXHIBIT B-1

DATE
07/26/2017

SHEET NO.

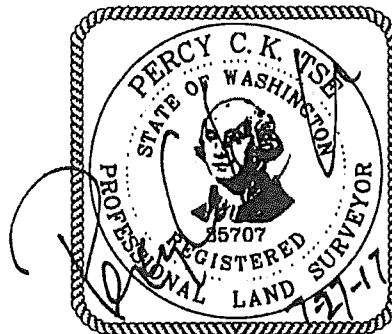
1 OF 1

**11TH AVENUE SOUTHWEST
SEWER EASEMENT**

A STRIP OF LAND 12 FEET IN WIDTH SITUATED IN A PORTION OF 11TH AVENUE SOUTHWEST (FORMERLY KNOWN AS KITSAP AVENUE) IN VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; SITUATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M., KING COUNTY, WASHINGTON, THE SIDELINES OF SAID STRIP BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE SOUTHEAST CORNER OF LOT 32, BLOCK 400 OF SAID PLAT OF SEATTLE TIDELANDS,
THENCE ALONG THE EASTERLY PROJECTION OF THE SOUTH LINE OF SAID LOT 32, WHICH IS THE STREET VACATION LIMITS OF 11TH AVENUE SOUTHWEST PER CITY OF SEATTLE CLERK'S FILE NUMBER 301929, SOUTH 88°51'35" EAST, 16.66 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE AND SAID SOUTH LINE TO BE THE SOUTHERLY LIMITS OF SAID STRIP SIDELINES;
THENCE NORTH 01°10'34" EAST, 47.35 FEET TO THE TERMINUS OF SAID CENTERLINE AND SAID STRIP SIDELINES.

CONTAINING 568 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.



\\projecis\support\T-18\0103\2017\SPU Easement\B3\B3-SEWER 11TH AVE SW.dwg-08/13/17 2:16pm

SEATTLE TIDELANDS
BLK 400

LOT 32

SOUTHEAST CORNER LOT 32
POINT OF COMMENCEMENT

LOT 31

125'

11TH AVENUE SW
(TO BE VACATED PER CITY OF
SEATTLE CLERK FILE NO. 30192

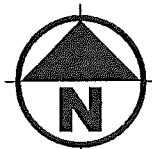
N01°08'16"E

12' WIDE
SEWER
EASEMENT

SOUTHERLY LIMITS OF
11TH AVE SW TO BE
VACATED

POINT OF
BEGINNING

EASEMENT AREA=568 SQ.FT.



N.T.S.

NOTE:
UTILITY FEATURES AND STRUCTURES IN
EASEMENT AREA ARE SHOWN FOR
REFERENCE PURPOSES ONLY.

BEARINGS SHOWN ARE PER RECORD OF
SURVEY FOR RE-MONUMENTING A PORTION
OF SEATTLE TIDELANDS PORT OF SEATTLE,
TERMINAL 18, RECORDED UNDER
RECORDING NO. 20020626900003



SEWER EASEMENT

11TH AVENUE SW

EXHIBIT B-3

DATE 06/12/2017

SHEET NO.

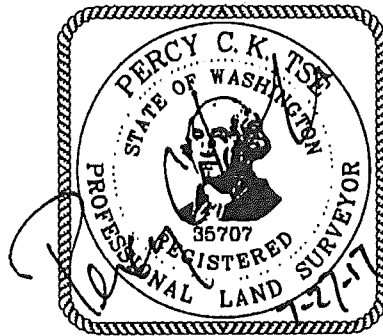
1 OF 1

**SPU WATER UTILITY EASEMENT
11TH AVENUE SW**

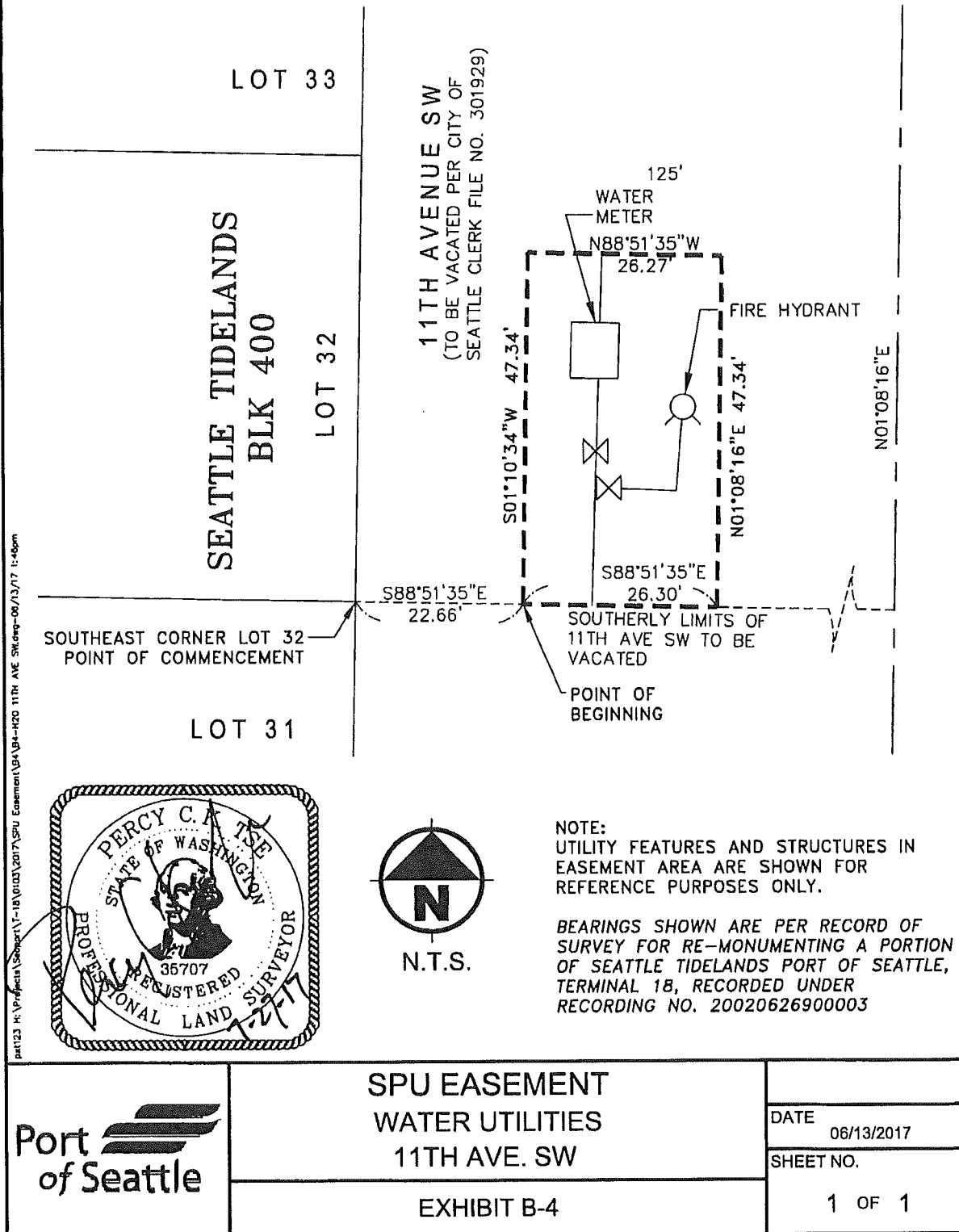
THAT PORTION OF 11TH AVENUE SOUTHWEST (FORMERLY KNOWN AS KITSAP AVENUE) IN VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; SITUATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 32, BLOCK 400 OF SAID PLAT OF SEATTLE TIDELANDS,
THENCE ALONG THE EASTERLY PROJECTION OF THE SOUTH LINE OF SAID LOT 32, WHICH IS THE SOUTHERLY LIMITS OF 11TH AVENUE SOUTHWEST PER CITY OF SEATTLE CLERK'S FILE NUMBER 301929, SOUTH 88°51'35" EAST, 22.66 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 88°51'35" EAST ALONG SAID SOUTH LINE, 26.30 FEET;
THENCE NORTH 01°08'16" EAST, PARALLEL WITH THE CENTERLINE OF SAID 11TH AVENUE SOUTHWEST, 47.34 FEET;
THENCE NORTH 88°51'35" WEST, PARALLEL WITH SAID SOUTH LINE, 26.27 FEET;
THENCE SOUTH 01°10'34" WEST, 47.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,224 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.



**PORTION OF THE NW QUARTER OF THE NW QUARTER OF
SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON**

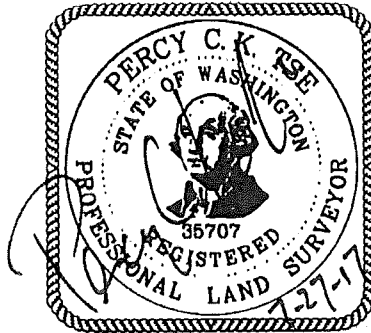


**11TH AVENUE SOUTHWEST
SEWER EASEMENT**

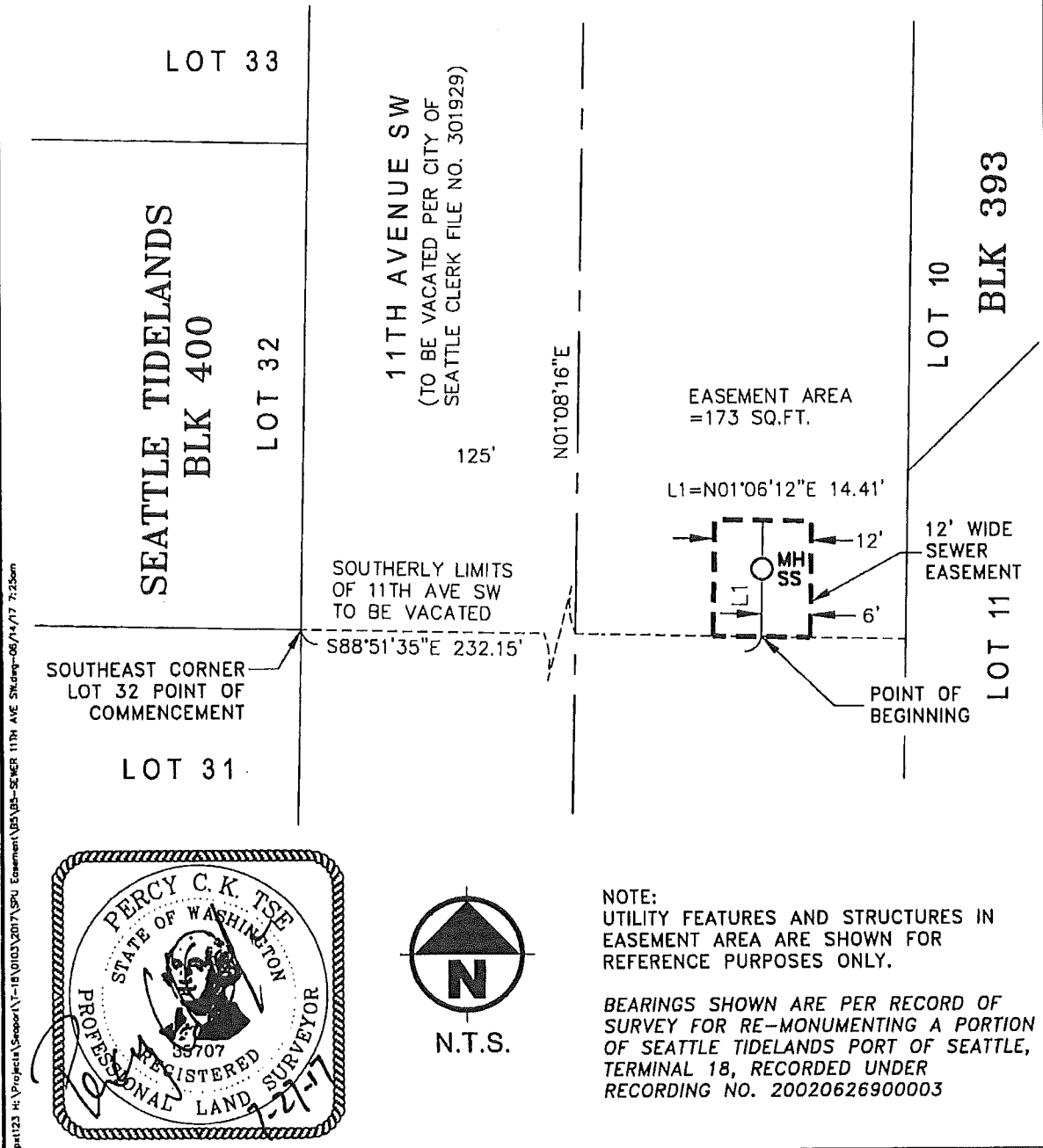
A STRIP OF LAND 12 FEET IN WIDTH SITUATED IN A PORTION OF 11TH AVENUE SOUTHWEST (FORMERLY KNOWN AS KITSAP AVENUE) IN VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M., KING COUNTY, WASHINGTON, THE SIDELINES OF SAID STRIP BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE SOUTHEAST CORNER OF LOT 32, BLOCK 400 OF SAID PLAT OF SEATTLE TIDELANDS,
THENCE ALONG THE EASTERLY PROJECTION OF THE SOUTH LINE OF SAID LOT 32, WHICH IS THE STREET VACATION LIMITS OF 11TH AVENUE SOUTHWEST PER CITY OF SEATTLE CLERK FILE NUMBER 301929, SOUTH 88°51'35" EAST, 232.15 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE AND SAID SOUTH LINE TO BE THE SOUTHERLY LIMITS OF SAID STRIP SIDELINES;
THENCE NORTH 01°06'12" EAST, 14.41 FEET TO THE TERMINUS OF SAID CENTERLINE AND SAID STRIP SIDELINES.

CONTAINING 173 SQUARE FEET, MORE OR LESS.



**PORTION OF THE NE QUARTER OF THE NW QUARTER OF
SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON**



**SPU SEWER EASEMENT
11TH AVENUE SW**

EXHIBIT B-5

DATE
06/13/2017

SHEET NO.

1 OF 1

**SPU SEWER UTILITY EASEMENT
13TH AVENUE SW AND SW HANFORD ST**

A STRIP OF LAND 16 FEET IN WIDTH IN THOSE PORTIONS OF 13th AVENUE SOUTHWEST (FORMERLY KNOWN AS WISCONSIN STREET) AND SOUTHWEST HANFORD STREET (FORMERLY KNOWN AS CHELAN AVENUE) IN VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; SITUATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 7, ALL IN TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M., KING COUNTY, WASHINGTON, THE SIDELINES OF SAID STRIP BEING 8 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 401 OF SAID PLAT, THENCE NORTH 01°08'45" EAST ALONG THE EAST LINE OF SAID BLOCK, 261.50 FEET TO THE INTERSECTION OF THE NORTH LINE OF A PARCEL DESCRIBED IN DEED FOR STREET AS RECORDED UNDER RECORDING NUMBER 20030501002403 AND THE WESTERLY RIGHT-OF-WAY MARGIN OF 13TH AVENUE SOUTHWEST; THENCE SOUTH 89°16'56" EAST ALONG THE EASTERLY PROJECTION OF SAID NORTH LINE AND ALSO BEING THE SOUTHERLY STREET VACATION LIMITS OF SAID 13TH AVENUE SOUTHWEST, 50.44 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE AND SAID NORTH LINE BEING SOUTHERLY LIMITS OF SAID STRIP SIDELINES;

THENCE NORTH 01°18'29" EAST, 288.82 FEET;

THENCE NORTH 01°04'37" EAST, 336.46 FEET;

THENCE NORTH 01°06'55" EAST, 355.85 FEET;

THENCE NORTH 13°16'44" WEST, 27.28 FEET TO A POINT KNOWN HEREINAFTER AS POINT "A";

THENCE NORTH 01°14'09" EAST, 373.03 FEET;

THENCE NORTH 01°05'24" EAST, 355.27 FEET;

THENCE NORTH 01°08'22" EAST, 300.14 FEET;

THENCE NORTH 13°41'23" EAST, 27.30 FEET;

THENCE NORTH 01°13'35" EAST, 332.42 FEET TO A POINT KNOWN HEREINAFTER AS POINT "B" AND THE TERMINUS OF SAID CENTERLINE; THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT A LINE BEARING SOUTH 89°35'04" EAST THROUGH SAID TERMINUS POINT.

TOGETHER WITH:

A STRIP OF LAND 16 FEET IN WIDTH, THE SIDELINES OF SAID STRIP BEING 8 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFORESAID POINT "A";

THENCE SOUTH 86°46'34" WEST, 305.94 FEET;

THENCE SOUTH 88°55'27" WEST, 269.16 FEET TO THE EASTERLY RIGHT-OF-WAY MARGIN OF 16TH AVENUE SOUTHWEST AS ESTABLISHED BY CITY OF SEATTLE CLERK FILE NUMBER 301929 AND THE TERMINUS OF SAID CENTERLINE AND STRIP SIDELINES.

AND TOGETHER WITH THE FOLLOWING DESCRIBED:

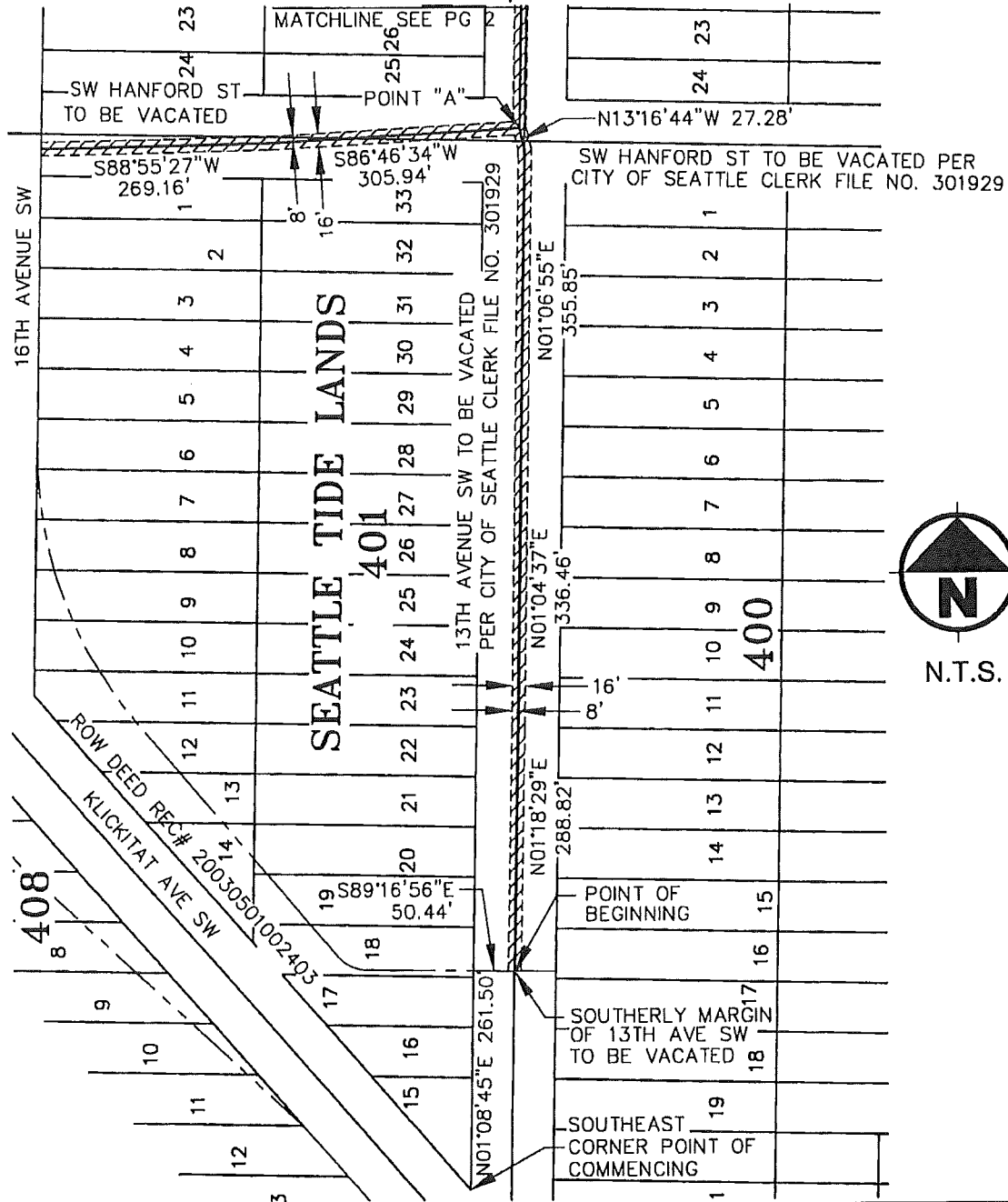
BEGINNING AT THE AFORESAID POINT "B";
THENCE SOUTH $89^{\circ}35'04''$ EAST, 49.50 FEET TO THE EASTERLY RIGHT-OF-WAY
MARGIN OF 13TH AVENUE SOUTHWEST;
THENCE NORTH $01^{\circ}08'45''$ EAST, ALONG SAID EASTERLY MARGIN, 66.21 FEET TO
THE SOUTHERLY RIGHT-OF-WAY MARGIN OF SOUTHWEST LANDER STREET;
THENCE ALONG THE SOUTHERLY MARGIN AS ESTABLISHED BY CITY OF SEATTLE
CLERK'S FILE NUMBER 301929, NORTH $88^{\circ}51'17''$ WEST, 70.56 FEET;
THENCE SOUTH $14^{\circ}17'23''$ EAST, 49.19 FEET;
THENCE SOUTH $01^{\circ}13'35''$ WEST, 19.53 FEET TO INTERSECT A LINE BEARS
NORTH $89^{\circ}35'04''$ EAST FROM POINT OF BEGINNING THEREOF;
THENCE SOUTH $89^{\circ}35'04''$ EAST, 8.00 FEET TO THE POINT OF BEGINNING.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO
INTERSECT AT ALL ANGLE POINTS.

CONTAINING 51,563 SQUARE FEET OR 1.18 ACRES MORE OR LESS.



PORTIONS OF THE SW 1/4, SEC. 7, TWN. 24 N., RNG. 04 E.,
AND THE NW 1/4, SEC. 18, TWN 24 N., RNG. 04 E., W.M.
KING COUNTY, WASHINGTON



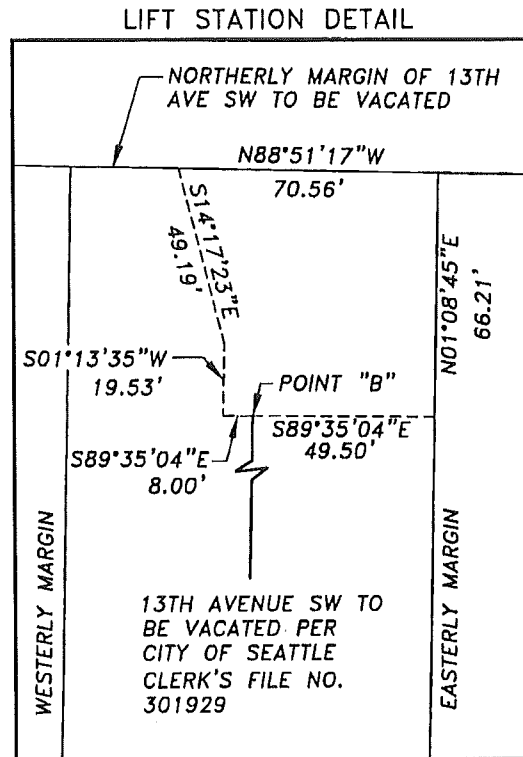
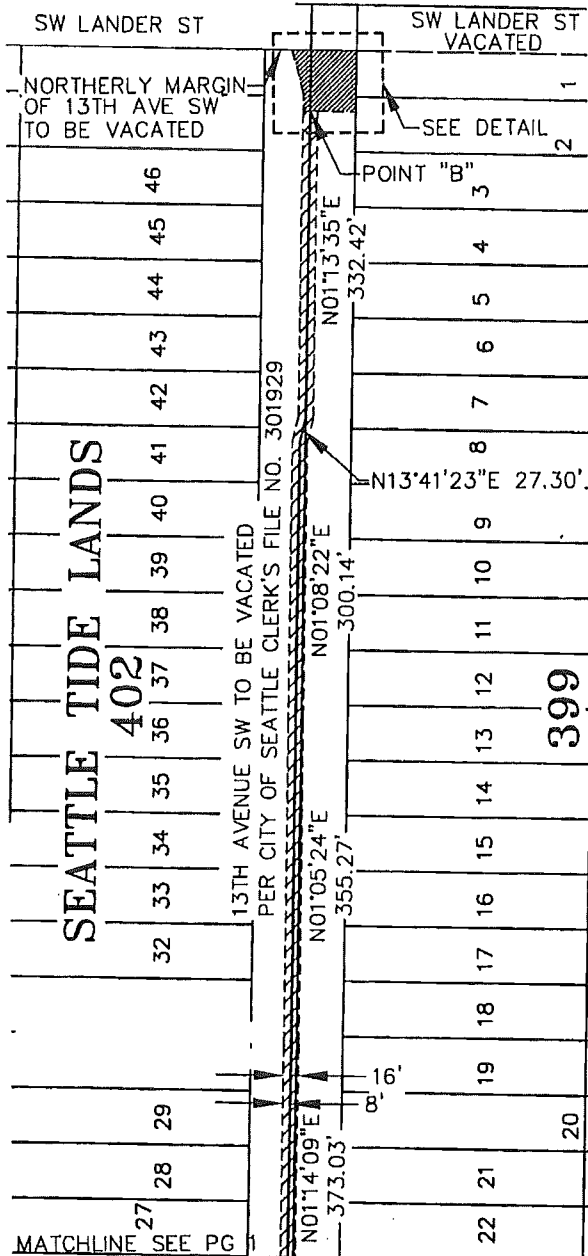
SPU SEWER UTILITY EASEMENT
13TH AVE SW AND
SW HANFORD ST

EXHIBIT B-6

DATE
06/14/2017

SHEET NO.
01 OF 02

PORTIONS OF THE SW 1/4, SEC. 7, TWN. 24 N., RNG. 04 E.,
AND THE NW 1/4, SEC. 18, TWN 24 N., RNG. 04 E., W.M.
KING COUNTY, WASHINGTON



TOTAL EASEMENT AREA
51,563 SQ. FT. OR 1.18 ACRES



SPU SEWER UTILITY EASEMENT
13TH AVE SW AND
SW HANFORD ST

EXHIBIT B-6

DATE
06/14/2017

SHEET NO.

02 OF 02

**SPU WATER EASEMENT
VACATED SW LANDER ST**

A STRIP OF LAND 20 FEET IN WIDTH IN A PORTION OF VACATED SOUTHWEST LANDER STREET (FORMERLY KNOWN AS MISSISSIPPI STREET) IN VOLUME 2 OF PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON, AS VACATED BY CITY OF SEATTLE VACATION ORDINANCE NUMBER 106612, SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 399, OF SAID PLAT; THENCE NORTH 01°08'17" EAST, ALONG THE WESTERLY RIGHT-OF-WAY MARGIN OF SAID VACATED SOUTHWEST LANDER STREET AS ESTABLISHED BY SAID VACATION ORDINANCE NUMBER 106612, A DISTANCE OF 39.91 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE AND SAID WESTERLY MARGIN AND THE CENTERLINE OF SAID VACATED SOUTHWEST LANDER STREET ARE THE LIMITS OF SAID STRIP SIDELINES;

THENCE SOUTH 62°56'24" EAST, 55.86 FEET;

THENCE NORTH 89°28'08" EAST, 94.83 FEET;

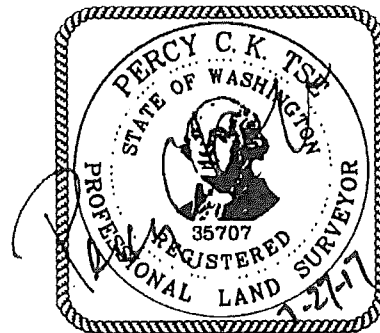
THENCE NORTH 87°55'24" EAST, 165.17 FEET;

THENCE NORTH 89°56'39" EAST, 161.98 FEET;

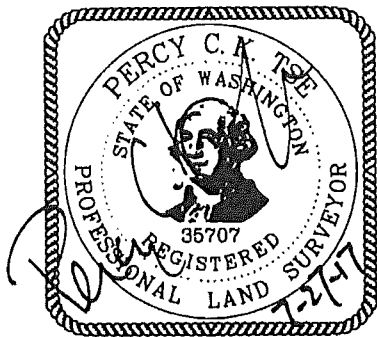
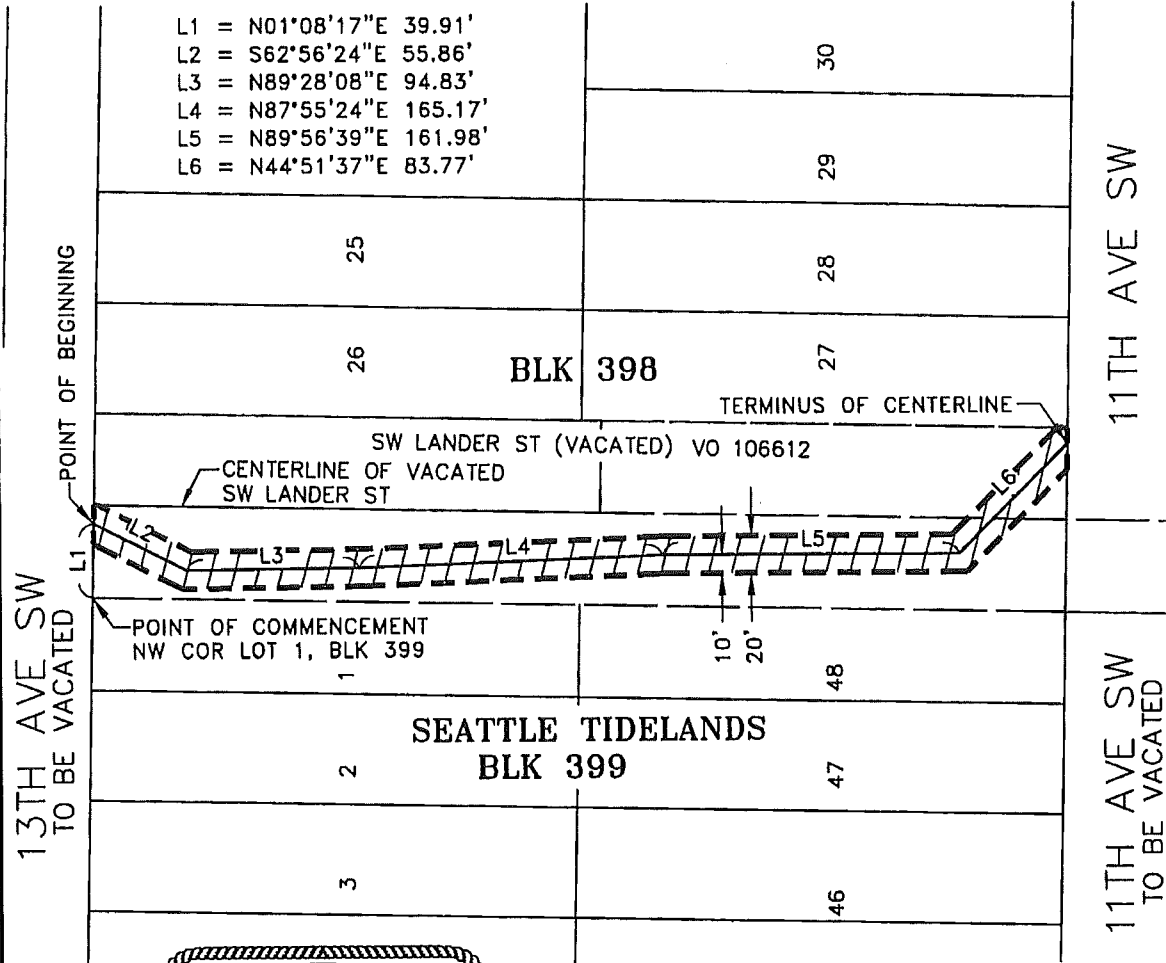
THENCE NORTH 44°51'37" EAST, 83.77 FEET TO THE EASTERLY RIGHT-OF-WAY MARGIN OF SAID VACATED SOUTHWEST LANDER STREET AS ESTABLISHED BY SAID VACATION ORDINANCE NUMBER 106612 AND THE TERMINUS OF SAID CENTERLINE AND SAID EASTERLY MARGIN AND THE NORTHERLY RIGHT-OF-WAY MARGIN OF SAID VACATED SW LANDER STREET ARE THE LIMITS OF SAID STRIP SIDELINES.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS.

CONTAINING 11,214 SQUARE FEET OR 0.26 ACRES MORE OR LESS



PORTION OF THE SOUTHWEST QUARTER, SECTION 7,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON



SPU UTILITY EASEMENT
WATER LINE
VACATED SW LANDER ST

EXHIBIT B-8

DATE
6/15/2017

SHEET NO.
01 OF 01

EXHIBIT B-10
SEATTLE PUBLIC UTILITIES SANITARY SEWER EASEMENT

A STRIP OF LAND LYING WITHIN VACATED SOUTHWEST LANDER STREET (FORMERLY KNOWN AS MISSISSIPPI STREET), AS VACATED BY CITY OF SEATTLE ORDINANCE NUMBER 106612 IN THE PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON, SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

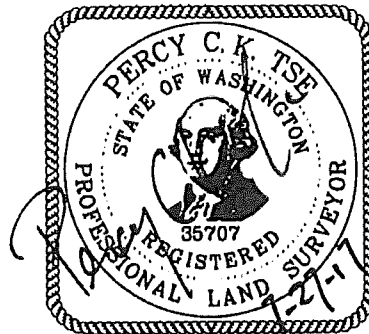
BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SAID SOUTHWEST LANDER STREET WITH THE PRODUCTION OF THE WEST LINE OF 11TH AVENUE SOUTHWEST PER EASEMENT DOCUMENT RECORDED UNDER RECORDING NUMBER 7708250859;
THENCE NORTH 01°08'19" EAST ALONG SAID WEST LINE, 5.00 FEET TO THE NORTH SIDELINE OF SAID EASEMENT DOCUMENT;
THENCE NORTH 88°51'41" WEST PARALLEL WITH THE CENTERLINE OF SAID EASEMENT DOCUMENT, 254.55 FEET TO THE WEST LINE OF THE EAST 254.55 FEET OF SAID SOUTHWEST LANDER STREET;
THENCE SOUTH 01°08'19" WEST ALONG SAID WEST LINE, 5.00 FEET TO THE CENTERLINE OF SAID EASEMENT DOCUMENT;
THENCE NORTH 88°51'41" WEST ALONG SAID CENTERLINE, 56.74 FEET TO THE NORTH SIDELINE PER EASEMENT DOCUMENT RECORDED UNDER INSTRUMENT NUMBER 7708050860;
THENCE SOUTH 84°56'08" WEST ALONG SAID SIDELINE, 219.99 FEET TO THE PRODUCTION OF THE EAST LINE OF 13TH AVENUE SOUTHWEST;
THENCE SOUTH 01°08'19" WEST ALONG SAID EAST LINE, 10.06 FEET TO THE SOUTH SIDELINE OF SAID EASEMENT DOCUMENT RECORDED UNDER RECORDING NUMBER 7708050860;
THENCE NORTH 84°56'08" EAST ALONG THE SOUTH SIDELINE OF SAID EASEMENT, 266.85 FEET;
THENCE SOUTH 88°51'41" EAST ALONG SAID SOUTH SIDELINE, 43.52 FEET TO A POINT ON THE EAST LINE OF THE WEST 308.81 FEET OF THE EAST LINE OF SAID 13TH AVENUE SOUTHWEST, SAID POINT ALSO BEING ON THE SOUTH SIDELINE PER EASEMENT DOCUMENT RECORDED UNDER RECORDING NUMBER 7708250861;

EXHIBIT B-10
SEATTLE PUBLIC UTILITIES SANITARY SEWER EASEMENT

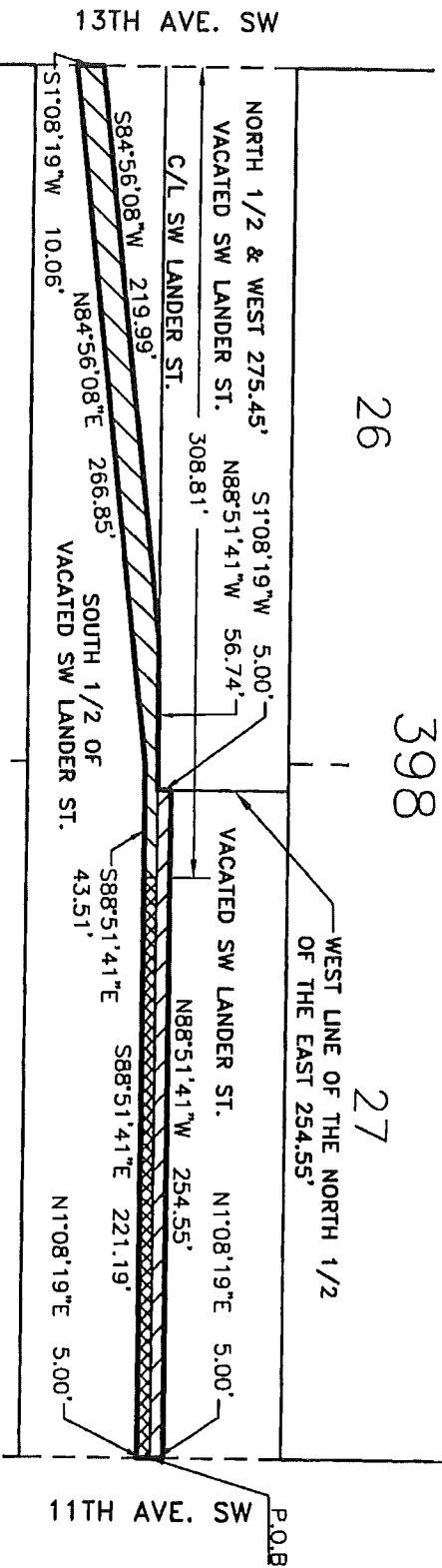
THENCE CONTINUING SOUTH 88°51'41" EAST ALONG SAID SOUTH
SIDELINE, 221.18 FEET TO THE PRODUCTION OF THE WEST LINE OF
SAID 11TH AVENUE SOUTHWEST;
THENCE NORTH 01°08'19" EAST, ALONG SAID WEST LINE, 5.00 FEET
TO THE POINT OF BEGINNING.

(THE ABOVE DESCRIBED STRIP IS A WHOLE OR A PORTION OF THE
10' STRIP EASEMENT AS DESCRIBED IN EASEMENT DOCUMENT
RECORDED UNDER INSTRUMENT NOS. 7708250859, 7708250860 AND
7708250861 AND ENCUMBRANCE PORT OF SEATTLE PROPERTY OF
KING COUNTY PARCEL NUMBER 766670-1880)

CONTAINING 5,148 SQUARE FEET OR 0.12 ACRES MORE OR LESS.



PORTION OF PLAT OF SEATTLE TIDELANDS
SECTION 07, TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON



-  REC. NO. 7708250859
-  REC. NO. 7708250860
-  REC. NO. 7708250861

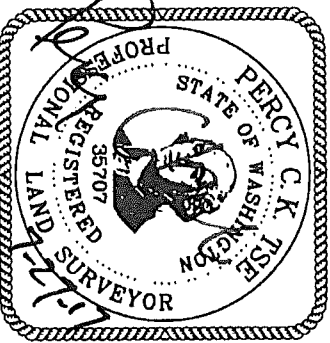
1 48

2

3 BLOCK 47

399

EASEMENT BOUNDARY



SEATTLE PUBLIC UTILITIES SANITARY SEWER EASEMENT
EXHIBIT B-10

PORT OF SEATTLE NO. 5382

DATE 07/26/2017

SHEET NO. 1 OF 1

**STORM LINE EASEMENT
11TH AVENUE SW**

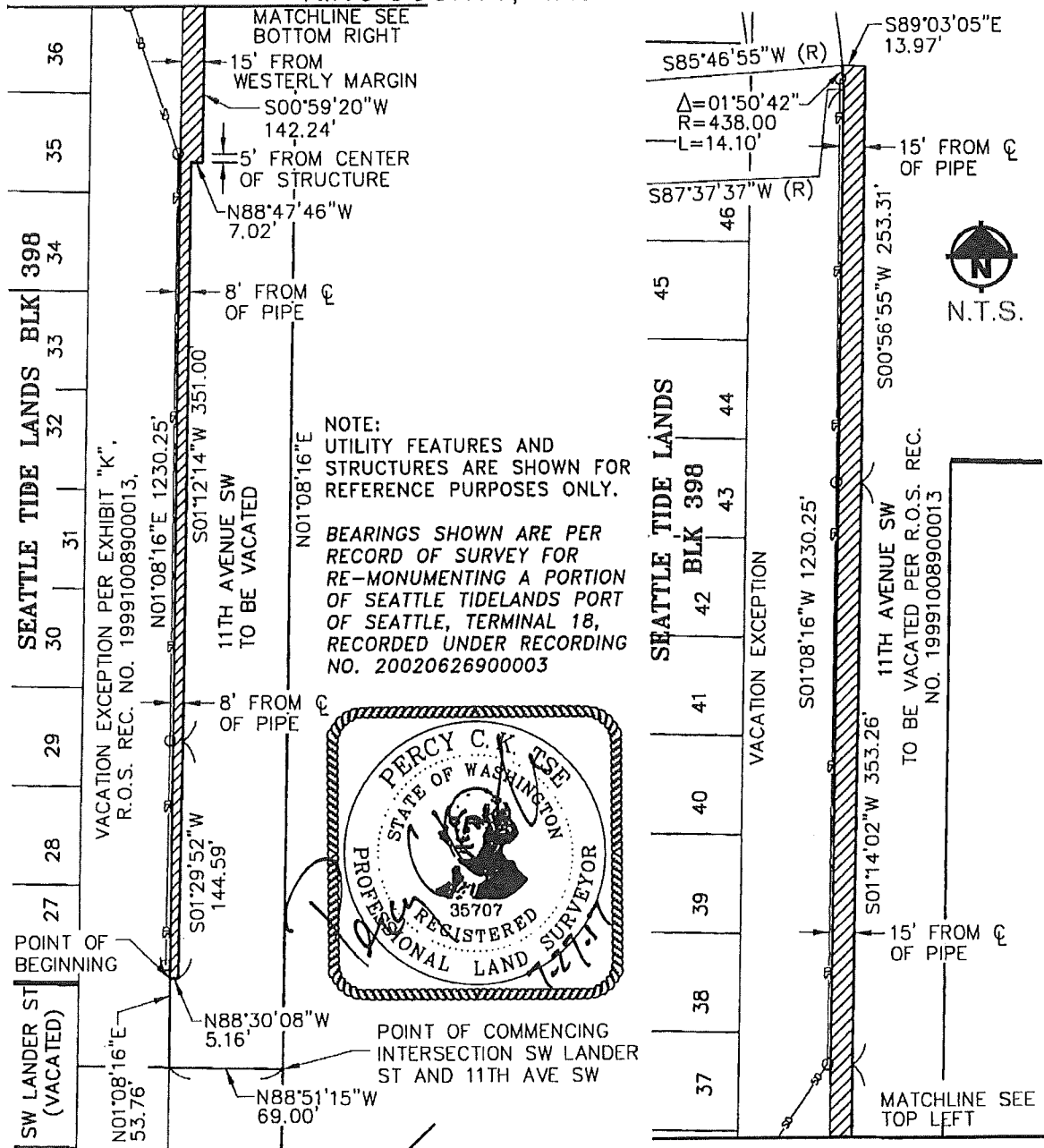
THAT PORTION OF THE 11TH AVENUE SOUTHWEST (FORMERLY KNOWN AS KITSAP AVENUE) IN VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; SITUATED IN A PORTION OF NORTHWEST QUARTER AND SOUTHWEST QUARTER, OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SAID 11TH AVENUE SOUTHWEST AND THE CENTERLINE OF SOUTHWEST LANDER STREET;
THENCE NORTH 88°51'15" WEST, ALONG THE CENTERLINE OF SAID SOUTHWEST LANDER STREET, 69.00 FEET TO THE WESTERLY MARGIN OF SAID 11TH AVENUE SOUTHWEST TO BE VACATED AS DESCRIBED IN EXHIBIT "K" OF RECORD OF SURVEY, "EXHIBIT MAP FOR HARBOR ISLAND PROJECT, TERMINAL 18, SEATTLE, WASHINGTON", RECORDED UNDER RECORDING NO. 19991008900013, RECORDS OF SAID COUNTY;
THENCE NORTH 01°08'16" EAST, ALONG SAID WESTERLY MARGIN, 53.76 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01°08'16" EAST, ALONG SAID WESTERLY MARGIN, 1230.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 438.00 FEET FROM WHICH ITS CENTER BEARS SOUTH 87°37'37" WEST;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°50'42" A DISTANCE OF 14.10 FEET TO A POINT OF NON-TANGENCY;
THENCE SOUTH 89°03'05" EAST, 13.97 FEET;
THENCE SOUTH 00°56'55" WEST, 253.31 FEET;
THENCE SOUTH 01°14'02" WEST, 353.26 FEET;
THENCE SOUTH 00°59'20" WEST, 142.24 FEET;
THENCE NORTH 88°47'46" WEST, 7.02 FEET;
THENCE SOUTH 01°12'14" WEST, 351.00 FEET;
THENCE SOUTH 01°29'52" WEST, 144.59 FEET;
THENCE NORTH 88°30'08" WEST, 5.16 FEET TO THE POINT OF BEGINNING;



CONTAINING 13,022 SQUARE FEET OR 0.30 ACRES, MORE OR LESS

PORTIONS OF THE NW 1/4 OF S. 7, TWN. 24 N., RNG. 4 E.,
AND THE SW 1/4 OF S. 7, TWN. 24 N., RNG. 4 E., W.M.,
KING COUNTY, WASHINGTON



Port of Seattle

SEATTLE PUBLIC UTILITIES
STORM EASEMENT
11TH AVE SW

EXHIBIT B-11

DATE
06/15/2017

SHEET NO.

01 OF 01

**SPU STORM LINE EASEMENT
11TH AVE. SW AND SW FLORIDA ST**

THAT PORTION OF LOT 50 AND LOT 51, BLOCK 398, IN VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON, SITUATED IN A PORTION OF NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, LYING NORTHERLY AND NORTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

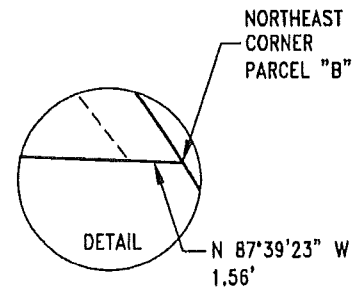
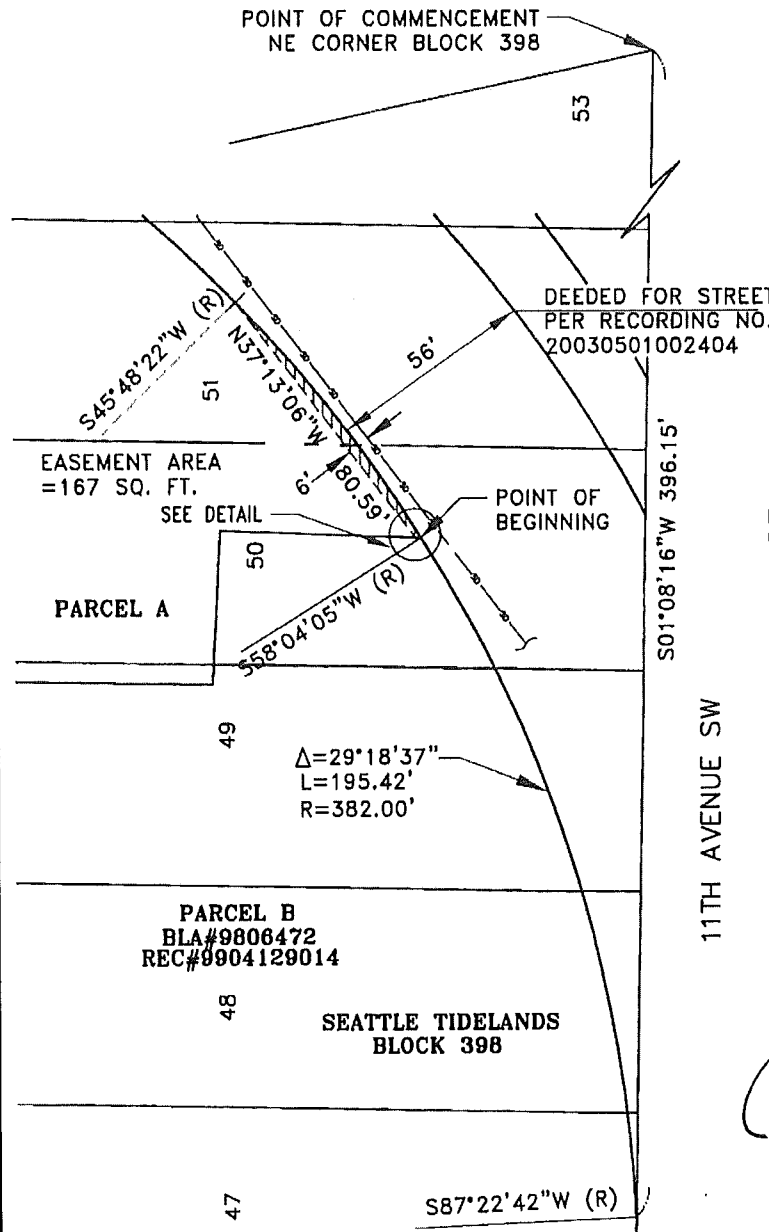
COMMENCING AT THE NORTHEAST CORNER OF BLOCK 398 OF SAID PLAT;
THENCE SOUTH 01°08'16" WEST, ALONG THE EAST LINE OF SAID BLOCK, 396.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 438.00 FEET, WHICH ITS CENTER BEARS SOUTH 87°22'42" WEST;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND BEING THE SOUTHWESTERLY MARGIN AS DESCRIBED OF A DEED FOR STREET PURPOSES, RECORDED UNDER RECORDING NUMBER 20030501002404 THROUGH A CENTRAL ANGLE OF 29°18'37", A DISTANCE OF 195.42 FEET TO THE MOST NORTHEASTERLY CORNER OF PARCEL B, CITY OF SEATTLE BOUNDARY LINE ADJUSTMENT NUMBER 9806472, RECORDED UNDER RECORDING NUMBER 9904129014, RECORDS OF SAID COUNTY AND ALSO BEING THE POINT OF BEGINNING OF SAID LINE;
THENCE NORTH 87°39'23" WEST, ALONG THE NORTH LINE OF SAID PARCEL B, 1.56 FEET;
THENCE NORTH 37°13'06" WEST, 80.59 FEET TO A NON-RADIAL INTERSECTION OF THE SOUTHWESTERLY MARGIN OF SAID DEED FROM WHICH ITS CENTER BEARS SOUTH 45°48'22" WEST, 382.00 FEET DISTANT AND THE TERMINATE POINT OF SAID LINE.

(AKA PORTION OF PARCEL A OF SAID CITY OF SEATTLE BOUNDARY LINE ADJUSTMENT NUMBER 9806472)

CONTAINING 167 SQUARE FEET, MORE OR LESS.



PORTION OF NORTHWEST QUARTER OF SECTION 07,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON



NOTE:
UTILITY FEATURES AND STRUCTURES
ARE SHOWN FOR REFERENCE
PURPOSES ONLY.

BEARINGS SHOWN ARE PER DEED FOR
STREET PURPOSES, RECORDED UNDER
RECORDING NO. 2003051002404 AND
RECORD OF SURVEY RECORDING NO.
9804079015.

11TH AVENUE SW



	SPU STORM LINE EASEMENT		DATE
	11TH AVE. SW		06/16/2017
	AND SW FLORIDA ST.		SHEET NO.
	EXHIBIT B-13		01 OF 01

**SPU SEWER LINE EASEMENT
VICINITY SW SPOKANE ST
AND 11TH AVE SW**

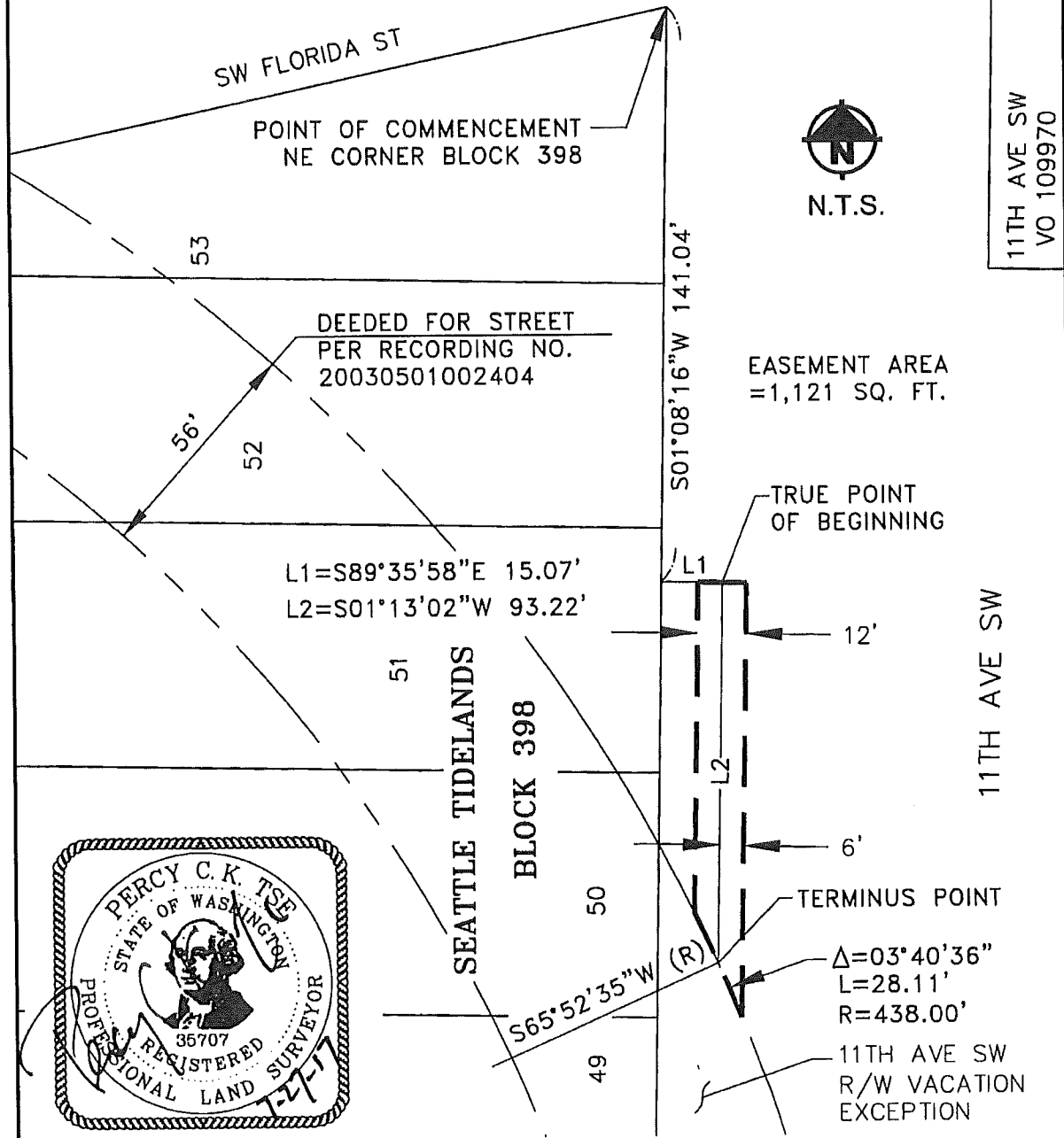
A STRIP OF LAND 12 FEET IN WIDTH IN THAT PORTION OF 11TH AVENUE SOUTHWEST (FORMERLY KNOWN AS KITSAP AVENUE) TO BE VACATED, IN VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON, SITUATED IN A PORTION OF THE NORTHWEST QUARTER, SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, THE SIDELINES OF SAID STRIP BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 398 OF SAID PLAT;
THENCE SOUTH 01°08'16" WEST, ALONG THE EAST LINE OF SAID BLOCK,
141.04 FEET;
THENCE SOUTH 88°46'58" EAST, 15.07 FEET TO THE POINT OF BEGINNING OF
SAID CENTERLINE AND SAID STRIP SIDELINES:
THENCE SOUTH 01°13'02" WEST PERPENDICULAR TO THE LAST DESCRIBED
LINE, 93.22 FEET TO A NON-RADIAL INTERSECTION OF THE NORTHERLY
MARGIN OF 11TH AVENUE SOUTHWEST RIGHT-OF-WAY VACATION
EXCEPTION AS DESCRIBED IN EXHIBIT "K" OF RECORD OF SURVEY,
"EXHIBIT MAP FOR HARBOR ISLAND PROJECT, TERMINAL 18. SEATTLE,
WASHINGTON", RECORDED UNDER RECORDING NUMBER 19991008900013,
RECORDS OF SAID COUNTY, FROM WHICH ITS CENTER BEARS
SOUTH 65°52'35" WEST, 438.00 FEET DISTANT AND THE TERMINUS OF SAID
CENTERLINE AND SAID NORTHERLY MARGIN BEING THE SOUTHERLY
LIMITS OF SAID STRIP SIDELINES.

CONTAINING 1,121 SQUARE FEET OR 0.026 ACRES, MORE OR LESS.



PORTION OF NORTHWEST QUARTER OF SECTION 7,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON



Port
of Seattle

SPU SEWER LINE EASEMENT
VICINITY OF SW FLORIDA ST
AND 11TH AVE SW

EXHIBIT B-14

DATE
06/16/2017

SHEET NO.

01 OF 01

**SPU STORM LINE EASEMENT
11TH AVE. SW AND
LOT 6, BLOCK 395, SEATTLE TIDE LANDS**

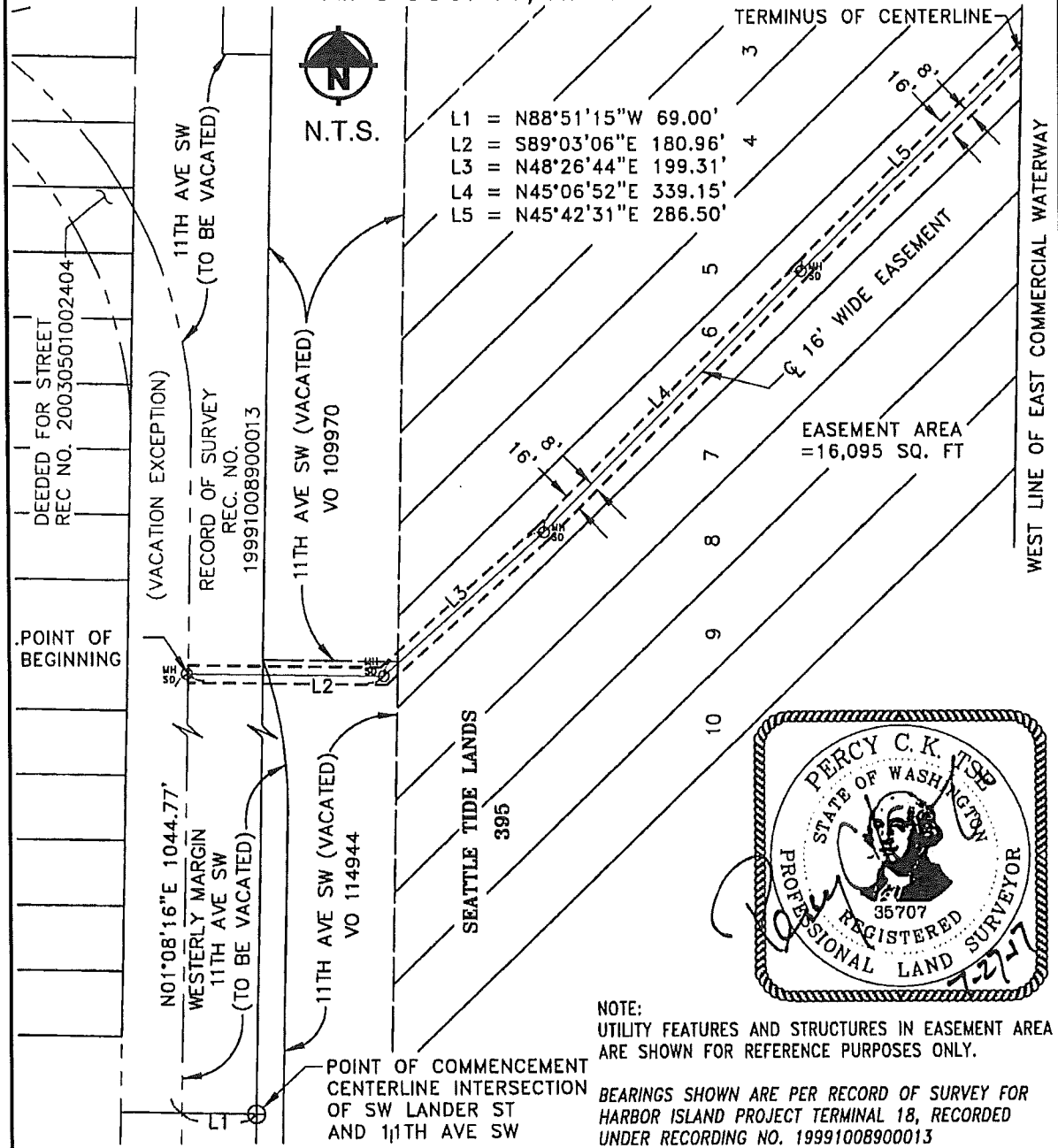
A STRIP OF LAND 16 FEET IN WIDTH IN LOT 6, BLOCK 395, 11TH AVENUE SOUTHWEST (FORMERLY KNOWN AS KITSAP AVENUE) AND VACATED 11TH AVENUE SOUTHWEST (FORMERLY KNOWN AS KITSAP AVENUE), PER CITY OF SEATTLE VACATION ORDINANCE NUMBERS 109970 AND 114944, ALL IN VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON, SITUATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, THE SIDELINES OF SAID STRIP BEING 8 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, AS CONSTRUCTED:

COMMENCING AT THE CENTERLINE INTERSECTION OF SOUTHWEST LANDER STREET (FORMERLY NAME AS MISSISSIPPI STREET) AND SAID 11TH AVENUE SOUTHWEST,
THENCE NORTH 88°51'15" WEST, ALONG THE CENTERLINE OF SAID SOUTHWEST LANDER STREET, 69.00 FEET TO THE WESTERLY MARGIN OF 11TH AVENUE SOUTHWEST TO BE VACATED AS DESCRIBED IN EXHIBIT "K" OF RECORD OF SURVEY "EXHIBIT MAP FOR HARBOR ISLAND PROJECT, TERMINAL 18, SEATTLE, WASHINGTON", FILED UNDER RECORDING NUMBER 1991008900013, RECORDS OF SAID COUNTY;
THENCE NORTH 01°08'16" EAST, ALONG SAID WESTERLY MARGIN, 1044.77 FEET TO THE BEGINNING OF SAID CENTERLINE AND SAID WESTERLY MARGIN BEING THE WESTERLY LIMITS OF SAID STRIP SIDELINES;
THENCE SOUTH 89°03'06" EAST, 180.96 FEET;
THENCE NORTH 48°26'44" EAST, 199.31 FEET;
THENCE NORTH 45°06'52" EAST, 339.15 FEET;
THENCE NORTH 45°42'31" EAST, 286.50 FEET TO THE WEST LINE OF THE EAST COMMERCIAL WATERWAY PER SAID PLAT AND THE TERMINUS OF SAID CENTERLINE AND SAID WEST LINE BEING THE EASTERLY LIMITS OF SAID STRIP SIDELINES.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS.

CONTAINING 16,095 SQUARE FEET
OR 0.37 ACRES MORE OF LESS.





NOTE:
UTILITY FEATURES AND STRUCTURES IN EASEMENT AREA
ARE SHOWN FOR REFERENCE PURPOSES ONLY.

BEARINGS SHOWN ARE PER RECORD OF SURVEY FOR
HARBOR ISLAND PROJECT TERMINAL 18, RECORDED
UNDER RECORDING NO. 19991008900013



SPU STORM LINE EASEMENT
VICINITY 11TH AVE SW (VACATED)
LOT 6, BLK 395 SEATTLE TIDELANDS

EXHIBIT B-15

DATE 06/16/2017

SHEET NO.

01 OF 01

**SPU STORM LINE EASEMENT
VACATED 11TH AVE. SW
AND SW MASSACHUSETTS ST**

A STRIP OF LAND 16 FEET IN WIDTH IN A PORTION OF VACATED 11TH AVENUE SOUTHWEST (FORMERLY KNOWN AS KITSAP AVENUE) AND VACATED SOUTHWEST MASSACHUSETTS STREET (FORMERLY KNOWN AS FRINK PLACE), AS DESCRIBED IN CITY OF SEATTLE VACATION ORDINANCE NUMBER 100158, SITUATED IN VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON, AND ALSO BEING A PORTION IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, THE SIDELINES OF SAID STRIP BEING 8 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK H, FRINK'S WATERFRONT ADDITION, A REPLAT OF BLOCK 397 SEATTLE TIDELANDS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 89, OF SAID COUNTY;
THENCE SOUTH 77°54'43" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY MARGIN OF SAID VACATED SOUTHWEST MASSACHUSETTS STREET, 60.00 FEET TO THE WESTERLY VACATED RIGHT-OF-WAY MARGIN OF SOUTHWEST MASSACHUSETTS STREET AS ESTABLISHED BY SAID VACATION ORDINANCE;
THENCE SOUTH 12°05'17" EAST, ALONG SAID WESTERLY MARGIN, 67.47 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE AND SAID WESTERLY MARGIN BEING THE EASTERLY LIMITS OF SAID STRIP SIDELINES;
THENCE NORTH 77°50'54" EAST, 183.01 FEET TO A POINT KNOWN HEREINAFTER AS POINT "A";
THENCE SOUTH 01°03'45" WEST, 307.15 FEET TO THE TERMINUS OF SAID CENTERLINE AND SAID STRIP SIDELINES.

TOGETHER WITH:

A STRIP OF LAND 16 FEET IN WIDTH, THE SIDELINES OF SAID STRIP BEING 8 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

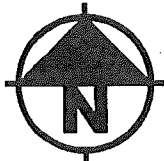
BEGINNING AT THE AFORESAID POINT "A";
THENCE NORTH 00°07'38" EAST, 131.10 FEET TO THE INNER HARBOR LINE PER SAID PLAT OF SEATTLE TIDELANDS AND THE TERMINUS OF SAID CENTERLINE AND SAID INNER HARBOR LINE BEING THE NORTHERLY LIMITS OF SAID STRIP SIDELINES.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS.

CONTAINING 9,808 SQUARE FEET
OR 0.23 ACRES MORE OF LESS.



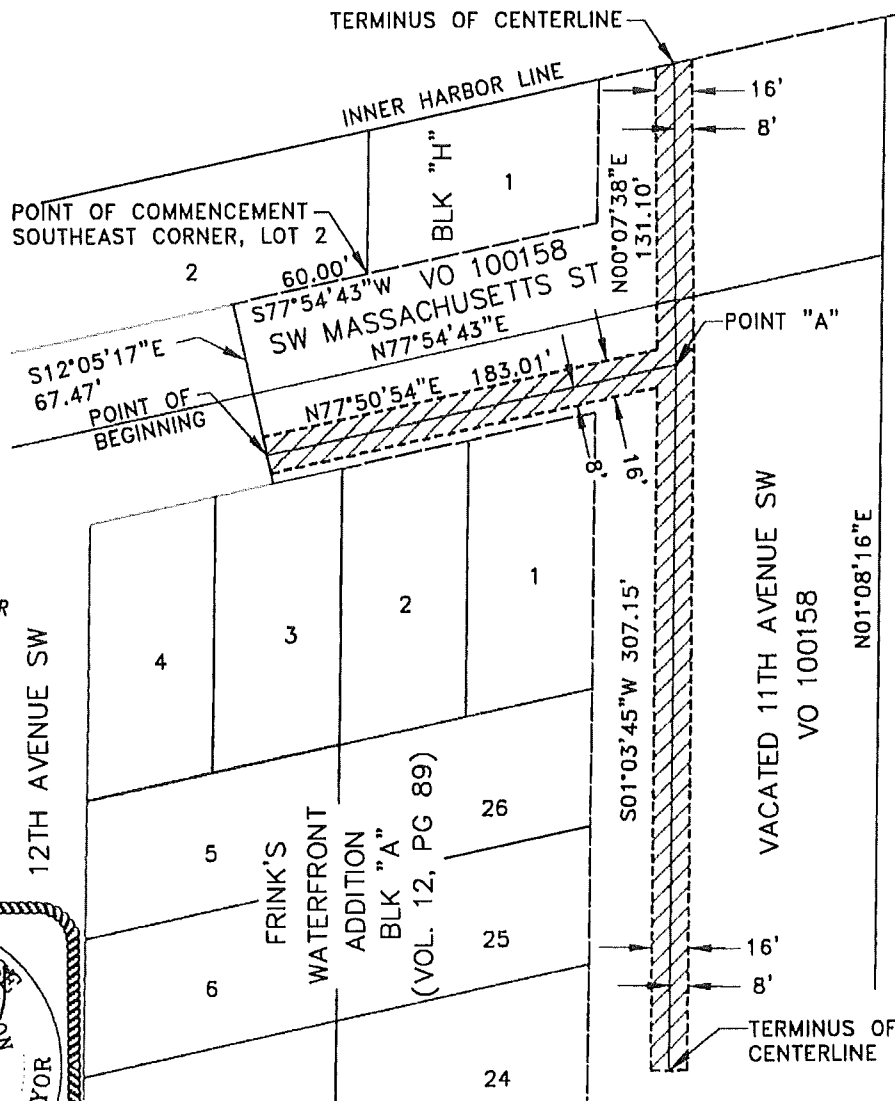
PORTION OF NORTHWEST QUARTER OF
SECTION 07, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON



N.T.S.

NOTE:

BEARINGS SHOWN ARE PER
RECORD OF SURVEY FOR
HARBOR ISLAND PROJECT
TERMINAL 18, RECORDED
UNDER RECORDING NO.
19991008900013



SPU STORM LINE EASEMENT
VACATED 11TH AVE. SW
SW MASSACHUSETTS ST

EXHIBIT B-16

DATE
06/19/2017

SHEET NO.

01 OF 01

Exhibit C – SPU Easement, Related King County Assessor Tax Parcel Number and Restricted Covenant Recorded Number

Easement Number	General Description	King County Parcel(s)	Restricted Covenant Record Number
1	Storm Drainage along SW Spokane St	766670-1356	20170526001031
3	Sewer Line along western edge of 11th Ave SW by SW Spokane St	766670-2110	20170526001007
4	Water Meter & Hydrant on 11th Ave SW by SW Spokane St	766670-2110	20170526001007
5	Sewer Line along eastern edge of 11th Ave SW and SW Spokane St	766670-1356	20170526001031
6	Sewer Lines, Pump Station, and Water Line (SW Hanford St and 13th Ave SW)	766670-1880	20170526001053
		766670-1940	20170526001049
		766670-2058	20170526001047
		766670-2059	20170526001005
		766670-2085	20170526001043
		766670-2110	20170526001007
		766670-2140	20170526001044
		766670-2294	20170526001026
		766670-2295	20170526001042
		766670-2315	20170526001039
		766670-2365	20170526001036
		766670-2370	20170526001000
		766670-2375	20170526001035
		766670-2380	20170526000999
		766670-2385	20170526001034
		766670-2430	20170526001033
		766670-2435	20170526000998
		766670-2495	20170526000993
		766670-2525	20170526001023
		766670-2550	20170526001021
		766670-2560	20170526001022
		766670-2565	20170526001037
		766670-2570	20170526001010
		766670-2575	20170526000991
		766670-2585	20170526001009
		766670-2590	20170526001057
		766670-2600	20170526001008
8	Water Line & Test Stations on SW Lander St between 11th Ave SW & 13th Ave SW	766670-1880	20170526001053
10	Sewer Line on SW Lander St between 11 th Ave SW and 13 th Ave SW	766670-1880	20170526001053
11	Storm Line along 11th Ave SW between SW Lander St and SW Florida St	766670-1356	20170526001031
13	Storm Line Along Westerly 11th Ave SW by SW Florida St (Lots 50 And 51, Block 398)	766670-1690	Not applicable
14	Sewer Line at 11th Ave SW	766670-1682	Not applicable
		766670-1690	Not applicable
15	Storm Line Across 11th Ave SW	766670-1356	20170526001031
16	Storm Line from SW Massachusetts St ROW line to manhole junction at 11th Ave SW and to DNR	766670-1356	20170526001031

Exhibit D – Terminal 18 Environmental Protocols

In connection with this easement granted by the Port of Seattle (referred to herein as “Grantor”) to the City of Seattle (“Grantee”), Grantee may at times need to access its facilities within the Easement Area(s) for the Purposes as defined in the Easement Agreement. In connection with such activities, Grantee and Grantor shall comply with the following Environmental Protocols, which are intended to address the roles and responsibilities for the additional requirements applicable to Grantor’s Property based on the Consent Decree (defined below) and its status as a Superfund site. The general intent of this agreement is that when such activities occur, Grantee will follow its standard practices as much as practicable and will pay for the costs associated with those standard practices, and Grantor will perform any additional work or pay for/reimburse extraordinary costs incurred by Grantee due to the contamination on Grantor’s Property, obligations under the Consent Decree, or the Property’s Superfund site status.

Background and General Requirements

- A. The U.S. Environmental Protection Agency (EPA) issued a Record of Decision (“ROD”) for the Harbor Island Soil and Groundwater Operable Unit (“S&G OU”) in September 1993 that, as modified in an Amended ROD issued in January 1996 and Explanations of Significant Difference (“ESDs”) issued in July 1994 and September 2001, required excavation and removal of certain soils, capping of other soils with a specified low-permeability cover, placement of institutional controls to limit potential human exposure to remaining contaminated soils and groundwater, and groundwater monitoring to verify the effectiveness of the remedial action.
- B. In 1996, Grantor entered into a Consent Decree with the United States with respect to the S&G OU, which was recorded against properties within the Harbor Island S&G OU under King County Recording Number 9608211528, together with a Notice of Access (“Consent Decree”). The Consent Decree required that certain restrictive covenants be recorded on the parcels subject to this easement.
- C. Grantee agrees to comply with the terms of the relevant covenants (listed by parcel number and recording number in Attachment 1 to this Exhibit D), including:

The property shall be used for only industrial and manufacturing purposes.

Grantee shall not handle or excavate capped contaminated material unless consistent with the November 16, 2016 Soil and Groundwater Management Guidance, Port of Seattle Terminals 18 and 102, Terminal 18 Park, the Former Barber Property, and the Crowley Marine Lease Property (“Soil and Groundwater Guidance”) and any amendments thereto, or approved by the U.S. Environmental Protection Agency (“EPA”) in advance in writing.

- a. Consistent with Section A.1.f of the Easement and this section, and except in cases of emergency, Grantee will coordinate work for the Purposes with the Grantor and Grantor will determine and include in its comments to Grantee whether Grantor will request any required approval from EPA or whether the work for the Purposes

is consistent with the Soil and Groundwater Guidance such that prior EPA approval is not required.

Grantee shall not conduct any activity that would interfere with or disturb the integrity of the cap, other than for the Purposes under the Easement Agreement consistent with these protocols.

Grantee shall not use groundwater for any purpose unless consistent with the Soil and Groundwater Guidance or approved by EPA in advance in writing.

- a. Consistent with Section A.1.f of the Easement and this section, and except in cases of emergency, Grantee will coordinate work for the Purposes with the Grantor and Grantor will determine and include in its comments to Grantee whether Grantor will request any required approval from EPA or whether the work for the Purposes is consistent with the Soil and Groundwater Guidance such that prior EPA approval is not required.

Grantee shall not disturb or interfere with any groundwater monitoring wells.

Consistent with Section B.2.b of the Easement and this section, Grantee shall permit authorized representatives of EPA, Ecology, and Grantor the right to enter the Easement Area at reasonable times to (1) evaluate compliance with the restrictive covenants and/or the CERCLA action, (2) take samples, or (3) inspect any other remedial actions conducted at the property.

- D. Grantor is responsible for providing Grantee with any amendments to the Soil and Groundwater Guidance in a timely manner.
- E. The parties acknowledge and agree that these Environmental Protocols are consistent with the Soil and Groundwater Guidance in material respects and the variances between these Protocols and the Guidance, as may be amended from time to time, are acceptable and intended to reflect the general intent of this agreement that Grantee will pay for the costs it would normally incur following its standard practices, and Grantor will perform additional work or pay for/reimburse extraordinary costs incurred by Grantee resulting from the contamination on Grantor's Property, obligations under the Consent Decree or the Property's Superfund site status.

Soil

- A. In the event Grantee must excavate or handle soil during its work for the Purposes within the Easement Area:
 1. Grantee will excavate and, if necessary, stockpile the soil where Grantor directs, based on Grantor's or its tenants' operational needs. To the extent Grantor directs Grantee to stockpile soil outside of an Easement Area, Grantor will provide permission to use the identified area and access to it for the time necessary for Grantee to complete its responsibilities under this section.

- a. Grantee will implement control measures to contain stockpiled material and prevent dispersion beyond the stockpile area and/or to storm drain inlets in accordance with standard best management practices (“stockpile controls”).
- b. Grantee will ensure storm drain inlets in the project area will be protected (e.g., equipped with socks or temporarily blocked).

Grantee will manage soil in accordance with these Protocols and consistent with the Soil and Groundwater Guidance. Grantee may reuse soil from the project area as backfill within the Easement Area as long as it does not exceed the cap/non-cap area criteria, as defined in the Consent Decree or applicable laws, and as long as it is suitable from an engineering perspective as determined by SPU.

Grantee will determine if the soil may be contaminated based on appearance or smell.

- a. If Grantee determines the soil **is likely to be** contaminated, Grantee will not use the soil as backfill.
- b. If Grantee determines the soil **is not likely to be** contaminated and is suitable from an engineering perspective, Grantee will continue to manage the stockpile controls and may replace the soil in the excavated trench.
- c. If Grantee determines the soil **is not likely to be** contaminated, but is not suitable for backfill from an engineering perspective, Grantee will not use the soil as backfill.
- d. In either case above under subsections 3.a and 3.c where Grantee determines that it will not use the soil as backfill, or has soil remaining after using the soil for backfill, Grantee will notify Grantor in writing as soon as practicable. Grantee will continue to manage the stockpile controls in accordance with these Protocols and consistent with the Soil and Groundwater Guidance for ten (10) business days from the date of Grantee’s notice to Grantor. Grantor will assume responsibility for stockpile controls, and any other handling or disposal after that date. To the extent Grantee can reasonably determine that it will not use the soil as backfill in advance of excavation, Grantee will endeavor to notify Grantor as part of its coordination responsibilities under Section A.1.e to allow for the possibility for Grantor to arrange for hauling in lieu of stockpiling, as determined by Grantor.

Grantor will handle and dispose of all soil that is not being reused in the excavation. Grantee will reimburse Grantor for the cost of loading, transportation, and disposal of the soil from Grantee’s project, up to the then current rate Grantee normally pays for loading, transportation, and disposal of soil that may contain debris or contaminants below dangerous waste concentrations, within 30 days of receiving the invoice. Grantee will not reimburse additional costs above that rate. Any additional costs that are due to the contaminated nature of the soil shall remain Grantor’s responsibility.

Grantee will immediately notify Grantor of any incident, which, through the course of the Grantee's project, results in new soil contamination. At its cost, Grantee will abate any new soil contamination to the extent it is caused by Grantee.

Grantor will indemnify, defend and hold Grantee harmless from costs and claims to the extent that they arise out of Grantee's determination of whether the soil may be contaminated based on appearance or smell or from the existence of hazardous substances in the soil at concentrations that exceed cleanup goals specified in the Consent Decree, except to the extent the costs or claims arise from Grantee's negligence in determining whether the soil may be contaminated as required by these Protocols or the Grantee having introduced new contaminants into the soil during the project.

Groundwater

A. In the event Grantee must disturb or handle groundwater during its planned work, and to the extent practicable for any emergency work, for the Purposes within the Easement Area:

1. Grantee will make reasonable efforts to avoid removing groundwater and to keep surface water out of the excavated area, provided, however, that Grantee is not required to do so if doing so would increase Grantee's costs, unless Grantor is willing to reimburse Grantee for the cost increases.

Grantee will temporarily store all groundwater removed from an excavation area in a cost efficient manner (e.g., Baker Tanks or a less costly alternative). Grantor will reimburse Grantee for the cost of the storage. Grantor will perform and pay for any sampling and analysis of the stored groundwater that Grantor deems appropriate, and Grantee shall provide access for such sampling upon request. Grantee does not normally store or sample groundwater prior to disposal when groundwater is removed during Grantee's maintenance or repair projects. If Grantee's normal practice changes in the future and the new practice includes storage and/or sampling of groundwater removed during maintenance or repair of Grantee's facilities, Grantor will not be required to reimburse Grantee for any costs associated with such storage or sampling.

If Grantor determines that any contamination in groundwater is above applicable state and federal regulatory standards, Grantor will manage the groundwater, as Grantor deems appropriate in its discretion, including any of the options in 3.a-c below. If Grantor determines that any contamination in groundwater is in conformance with applicable state and federal regulatory standards, Grantee will determine whether it is feasible to infiltrate groundwater that was removed and stored back into the excavated area without adverse effects on Grantee's infrastructure and without increased costs. If it is feasible and does not increase costs, Grantee will do so at no charge to Grantor. If it is feasible, but will increase costs, Grantor will either reimburse Grantee for the increased costs associated with infiltrating the groundwater or manage the groundwater in another fashion, as Grantor deems appropriate in its discretion, including any of the following:

- a. If Grantor has sampled and analyzed the removed and stored groundwater, Grantor will provide the full data package for the sampling results to Grantee. Grantee will review the data and determine whether the groundwater is acceptable for discharge into Grantee's stormwater drainage system. If Grantee determines the groundwater is acceptable, then Grantor may elect to discharge the water into Grantee-owned stormwater infrastructure, at the location and in the manner approved by Grantee, at no charge to the Grantor.
- b. If Grantor elects to discharge the groundwater to King County Wastewater Treatment facilities, Grantee will reimburse Grantor for any fee charged by King County, unless King County imposes a surcharge due to the contaminated nature of the water, in which case the Grantor will bear the cost of the surcharge.
- c. Grantor also may elect to manage the disposal of the groundwater through other means at its own cost.

Grantor will indemnify, defend and hold Grantee harmless from costs and claims to the extent that they arise from the existence of hazardous substances in the groundwater at concentrations that exceed cleanup goals specified in the Consent Decree, except to the extent the costs or claims arise from the Grantee having introduced new contaminants into the groundwater during the project, having been negligent or having failed to follow industry best management practices to limit the quantity of groundwater exposed to contaminants.

Water from Water Mains

- A. Grantee will notify Grantor as soon as practicable whenever there is any uncontrolled discharge of water from water supply mains undergoing maintenance or repair, including emergency work on broken water mains, such that the supply water could become contaminated with hazardous substances. Grantee and Grantor staff will endeavor to promptly confer and coordinate to contain and manage potentially contaminated water.
- B. Grantee will follow industry best management practices to contain water from water mains undergoing maintenance or repair, including emergency work on broken water mains (i.e., standards published by the American Water Works Association, or a subsequent, similar organization if superseded). Except in emergencies, Grantee will coordinate with Grantor and will manage the potentially contaminated excess water following the protocols described in Section III above for storing, sampling, and managing contaminated groundwater. If Grantor does not elect to sample and analyze the water for contamination, and in emergencies, Grantee may assume the water is contaminated. Grantee is not required to take actions that would threaten the quality of drinking water.
- C. So long as Grantee has not been negligent or failed to make reasonable efforts to contain, store, and limit the amount of water discharged from a water supply main, and Grantee coordinates with Grantor on handling the water as provided in this agreement, Grantor will reimburse Grantee for any increased costs arising from Grantee having to handle the water differently than it would if soil and groundwater at the site were not contaminated.

- D. In addition to reimbursing Grantee for extra costs as described above, Grantor will indemnify, defend and hold Grantee harmless from costs and claims to the extent that they arise from the existence of hazardous substances in the water at concentrations that exceed cleanup goals specified in the Consent Decree, except to the extent such costs or claims arise from Grantee's negligence or failure to follow industry best management practices.

Pavement Restoration on Grantor's Property

- A. Grantee will install a temporary pavement patch after finishing its work for the Purposes and will provide Grantor with a soil compaction report demonstrating that the patch meets current city standard plans and specifications.
- B. Grantor will perform the final pavement restoration work and will be responsible for any future repairs.
- C. Grantee will inspect the site for its Purposes before and after the pavement is restored, at no charge to Grantor.
- D. When the pavement restoration work is in a former City street, Grantee will reimburse Grantor for the cost of the pavement restoration work at the usual rate set by ordinance (SMC 15.26.020 and future amendments thereto).
- E. In other areas of Grantor's property that are not former streets, Grantee will reimburse Grantor for the cost to restore pavement to its prior condition. In the event that the area to be restored is larger than it would otherwise be due to the contaminated nature of the site or the requirements of the Consent Decree, Grantee is not required to reimburse Grantor for such additional costs.

Health and Safety

Grantee will provide a Health and Safety Plan, personal protective equipment for its workers, monitoring and decontamination equipment to use during excavation, and training consistent with the Hazardous Waste Operations and Emergency Response (HAZWOPER) standard, 29 CFR 1910.120. Grantor will reimburse Grantee for costs that exceed those of Grantee's normal practice in uncontaminated areas. Grantee will minimize costs to the extent feasible by using existing equipment and previously HAZWOPER-trained personnel.

1999 Environment and Safety Agreement Coordination

To the extent Grantor's reimbursement obligation under the April 1, 1999 Environment and Safety Agreement (Appendix 3 to the April 1, 1999 Agreement between Seattle Public Utilities – Water, Sewer, and Drainage and the Port of Seattle for the Harbor Island Redevelopment) applies to Grantee work outside of the Easement Areas, the parties agree that they will endeavor to follow these Protocols.

Miscellaneous

No term or condition shall be deemed waived except by written consent of the party against whom the waiver is claimed. The party's written consent to waive a particular term or condition for a particular circumstance shall not be deemed to thereafter waive any other term or condition or circumstance.

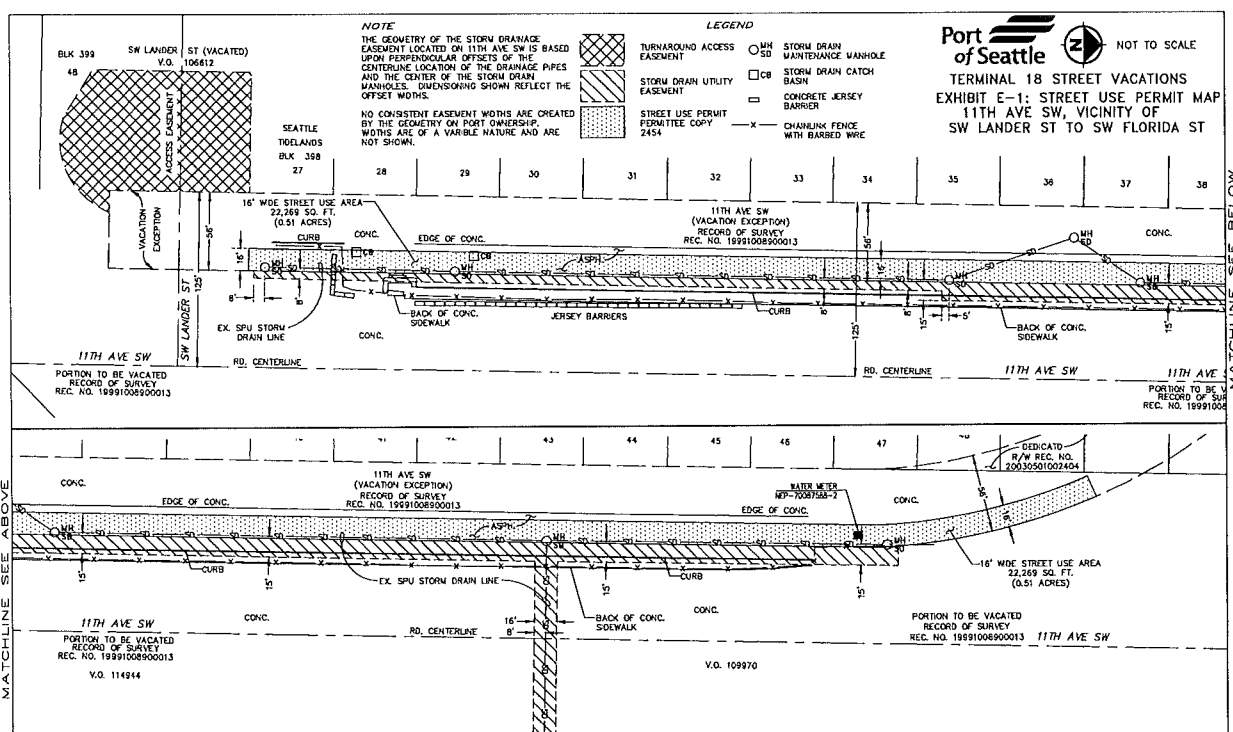
Attachment 1 to Exhibit D
Parcels with Environmental Restrictive Covenants for Harbor Island Soil & Groundwater
Operable Unit

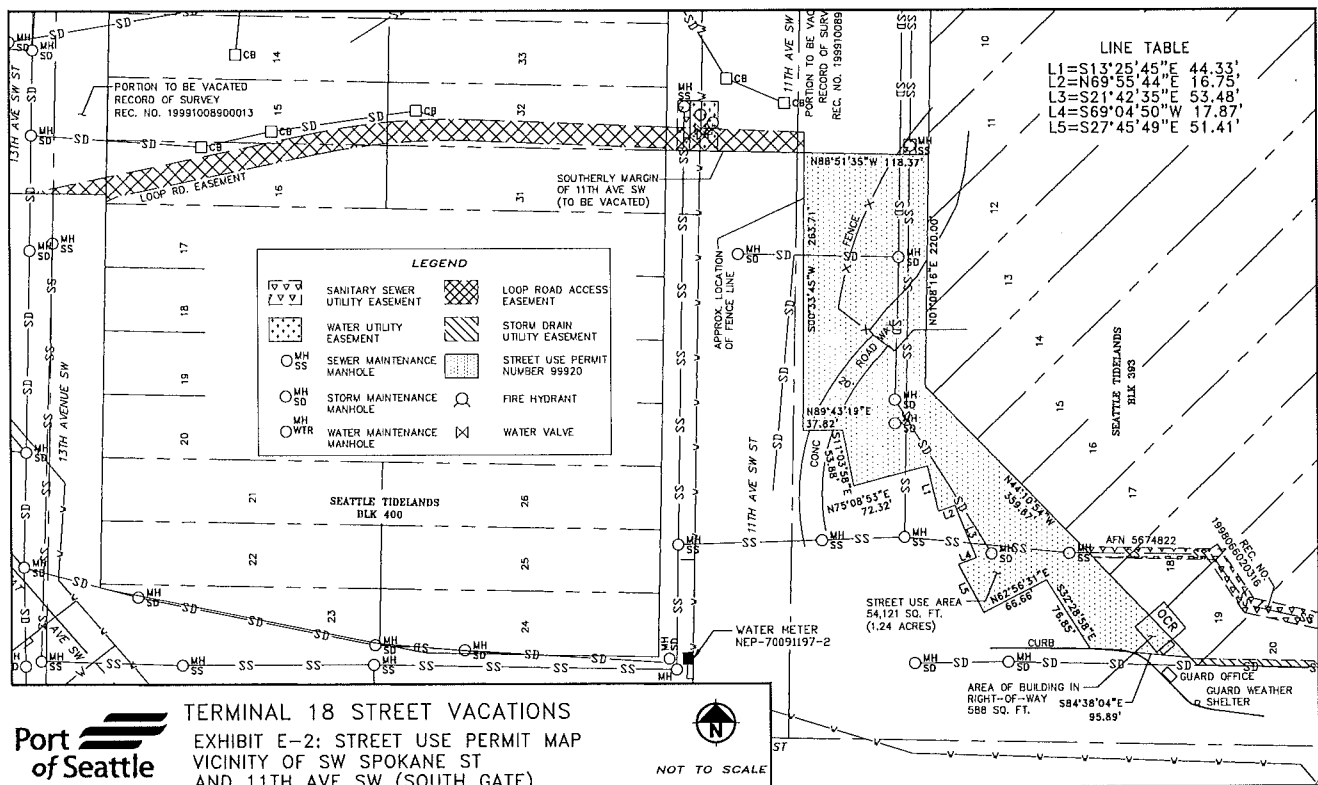
Capped	
P/N	KCR
766670-1330	20170526001048
766670-1940	20170526001049
766670-2058	20170526001047
766670-2059	20170526001005
766670-2060	20170526001046
766670-2071	20170526001045
766670-2080	20170526001006
766670-2085	20170526001043
766670-2110	20170526001007
766670-2140	20170526001044
766670-2270	20170526001028
766670-2280	20170526001004
766670-2285	20170526001027
766670-2294	20170526001026
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766670-2335	20170526001002
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766670-2345	20170526001001
766670-2365	20170526001036
766670-2370	20170526001000
766670-2375	20170526001035
766670-2380	20170526000999
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766670-2430	20170526001033
766670-2435	20170526000998
766670-2455	20170526001032
766670-2465	20170526000996
766670-2475	20170526000997
766670-2485	20170526000994
766670-2490	20170526000995
766670-2495	20170526000993
766670-2500	20170526001029
766670-2510	20170526001030

Capped	
P/N	KCR
766670-2515	20170526001025
766670-2520	20170526001024
766670-2525	20170526001023
766670-2550	20170526001021
766670-2560	20170526001022
766670-2565	20170526001037
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766670-2575	20170526000991
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766670-2600	20170526001008
767180-0030	20170526001056
767180-0059	20170526001050
767180-0060	20170526001052

Uncapped	
P/N	KCR
766670-2181	20170526000992
766670-3070	20170526001051
766670-3090	20170526001055

Partially Capped	
P/N	KCR
766670-1356	20170526001031
766670-1880	20170526001053
767180-0136	20170526001054







Sent via EMAIL

July 18, 2017

David Rowland
Area Manager
Kinder Morgan – Harbor Island Terminal
2720 13th Avenue SW
Seattle, WA 98134

Re: Utility Easements and Access Rights to Kinder Morgan Lease Area, Terminal 18, Harbor Island

Dear David:

As the Port of Seattle completes the street vacation process for the Terminal 18 Redevelopment Project, the Port and Seattle Public Utilities (“SPU”) are signing an Easement Agreement 15-084-A (“Master Easement”) which grants SPU utility easements for the SPU assets that lay within the boundaries of Port property or that are within public right of way to be vacated (11th Avenue SW, 13th Avenue SW, SW Hanford Street, and SW Florida Street). Portions of the utility easements for SPU assets included in the Master Easement run underground, across Port of Seattle Property leased to Kinder Morgan.

To address the need for utilities and access to the leased property, the Port and Kinder Morgan negotiated language regarding access to the Kinder Morgan lease area as described in Section 16.2 of the Lease Agreement between the Port and Kinder Morgan Liquids Terminals, LLC, dated February 11, 2010 (“KM Lease”).

By signing below, Kinder Morgan Liquids Terminals, LLC, , a Delaware limited liability company (“KM”) (hereinafter called “Lessee”), as Lessee of the premises described in that Lease referenced above, acknowledges as follows:

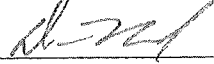
- (1) Portions of the Easement Areas B-6, B-8, and B-10 granted under the Master Easement lie within Lessee’s Site (see enclosed Master Easement and legal descriptions);
- (2) The Port reserved easement rights in Section 16.2 of the KM Lease (the “Reservation Rights”) for itself, its authorized utility service provider, and their respective agents “...to enter the Site and to cross over, construct, move, reconstruct, rearrange, alter, maintain, repair and operate the sewer, water and drainage lines, the electrical service and all other services and facilities required by the Port for the use of the Port and Port tenants.” Lessee acknowledges and consents that as part of the street vacation(s) from the City of Seattle to the Port, the Port will grant easement rights for water, sewer, and storm drainage utilities to Seattle Public Utilities under and across the Easement Areas, which are consistent with the Reservation Rights in Section 16.2 of the KM Lease.

Best Regards,



David Amble
Real Estate Property Manager
NWSA Properties – North Harbor
Acting as Agent for the Port of Seattle

ACKNOWLEDGED:



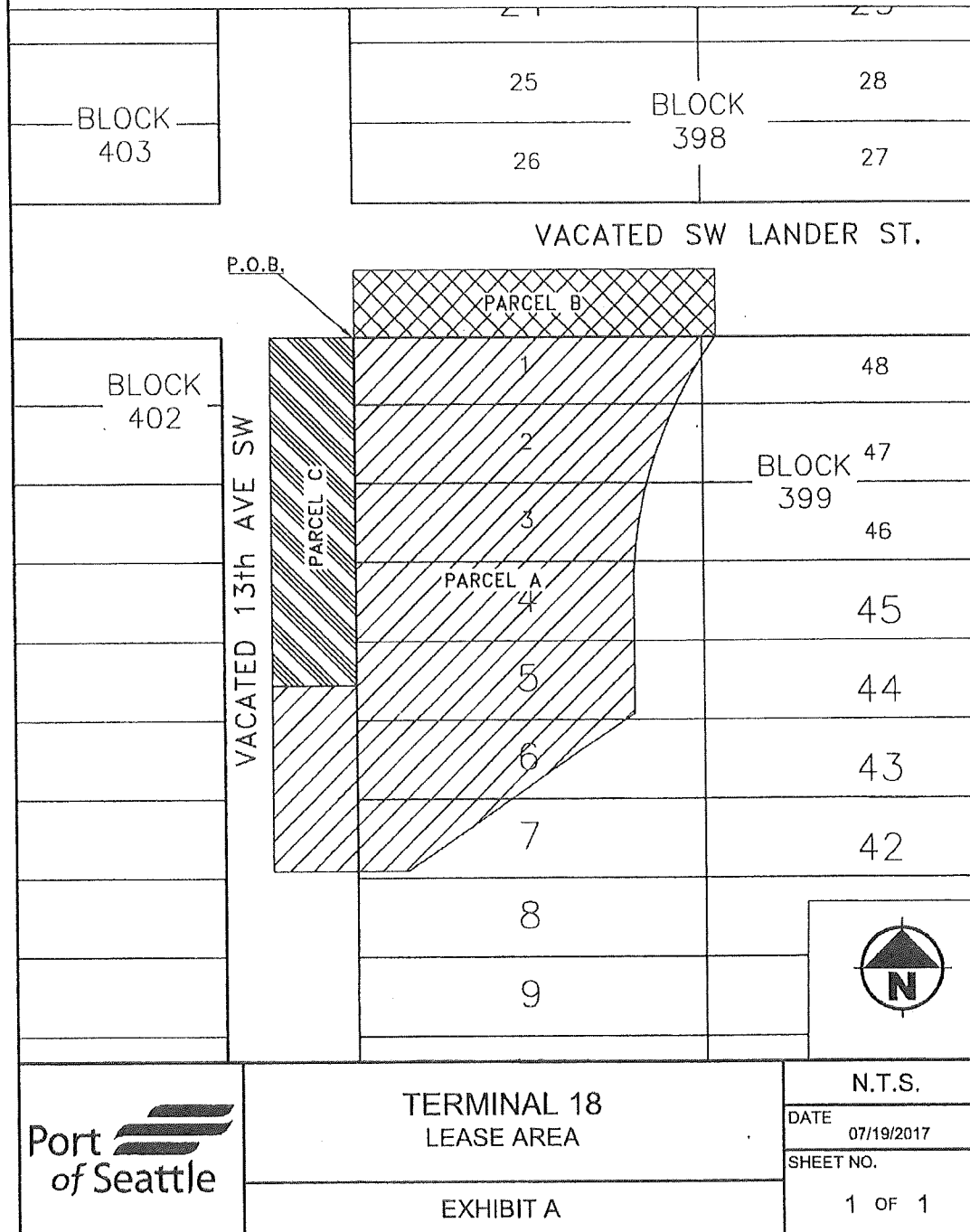
David Rowland
Area Manager
Kinder Morgan – Harbor Island Terminal
Date: 7/25/2017

Cc: M. Campagnaro

Enclosures:

1. Lease Area as described in KM Lease with the Port of Seattle, February 11, 2010
2. Master Easement with legal descriptions for utility Easement Areas, in particular B-6, B-8, and B-10
3. Proposed street vacation areas on Harbor Island

**PORTION OF SW QUARTER OF SECTION 7,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON**



**TERMINAL 18
LEASE AREA**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M., IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON BEING THOSE PORTIONS OF LOTS 1 THROUGH 8 AND LOT 48, BLOCK 399, PLAT OF SEATTLE TIDE LANDS, TOGETHER WITH ABUTTING PORTION OF VACATED 13TH AVENUE S.W. AND VACATED S.W. LANDER STREET DESCRIBED AS FOLLOWS:

PARCEL 'A'

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 399;
THENCE NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID BLOCK, A DISTANCE OF 275.45 FEET TO A POINT ON A CURVE;
THENCE SOUTHWESTERLY TO SOUTH ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 325.44 FEET, THROUGH A CENTRAL ANGLE OF 36°28'48", THE INITIAL RADIAL BEARING SOUTH 53°35'12" WEST, A DISTANCE OF 207.21 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 00°00'00" EAST A DISTANCE OF 91.91 FEET;
THENCE SOUTH 55°26'28" WEST A DISTANCE OF 210.32 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 38.48 FEET TO THE EAST MARGIN OF VACATED 13TH AVENUE SOUTHWEST;
THENCE CONTINUING NORTH 90°00'00" WEST A DISTANCE OF 64.61 FEET;
THENCE NORTH 00°00'00" EAST A DISTANCE OF 141.14 FEET;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 64.61 TO THE EAST MARGIN OF SAID VACATED STREET;
THENCE NORTH 00°00'00" EAST ALONG SAID MARGIN, A DISTANCE OF 263.56 FEET TO THE POINT OF BEGINNING.

CONTAINING: 88,393 SQUARE FEET (2.0292 ACRES)

PARCEL 'B'

THE WEST 275.45 FEET OF THE SOUTH HALF OF THAT PORTION OF VACATED S.W. LANDER STREET LYING BETWEEN 11TH AVENUE S.W. AND 13TH AVENUE S.W.

CONTAINING: 13,773 SQUARE FEET (0.3162 ACRES)

PARCEL 'C'

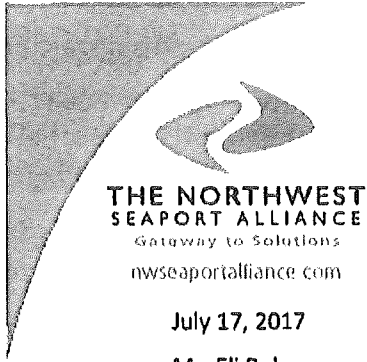
BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 399;
THENCE SOUTH 00°00'00" EAST ALONG THE WEST LINE OF SAID BLOCK, A DISTANCE OF 263.56 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 64.61 FEET;
THENCE NORTH 00°00'00" EAST A DISTANCE OF 263.56 FEET;

H:\Projects\Seaport\T-18\0103\2017\T-18 Kinder Morgan Lease Area

**TERMINAL 18
LEASE AREA**

THENCE NORTH 90°00'00" EAST A DISTANCE OF 64.61 FEET TO THE POINT OF
BEGINNING.

CONTAINING: 17.029 SQUARE FEET (0.3909 ACRES)



Sent via EMAIL

July 17, 2017

Mr. Eli Bohm
General Manager
SSA Terminals LLC
1131 Klickitat Ave SW
Seattle, WA 98134

Re: Utility Easements and Access Rights to SSA Lease Area, Terminal 18, Harbor Island

Dear Eli:

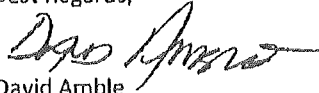
As the Port of Seattle completes the street vacation process for the Terminal 18 Redevelopment Project, the Port and Seattle Public Utilities ("SPU") are signing an Easement Agreement 15-084-A ("Master Easement") which grants SPU utility easements for the SPU assets that lay within the boundaries of Port property or that are within public right of way to be vacated (11th Avenue SW, 13th Avenue SW, SW Hanford Street, and SW Florida Street). Portions of the utility easements for SPU assets included in the Master Easement run underground, across Port of Seattle Property leased to SSA.

To address the need for utilities and access to the leased property, the Port and SSA negotiated language regarding access to the SSA lease area as described in Section 2.9 of the Lease Agreement between the Port and SSA Terminals LLC, dated October 28, 1999, as amended ("Terminal 18 Lease").

By signing below, SSA Terminals LLC, SSA TERMINALS, LLC, a Delaware limited liability company ("SSAT"), and SSA CONTAINERS, INC. (formerly named Stevedoring Services of America, Inc.) ("SSA"), a Washington corporation ("SSA" and together with "SSAT," hereinafter called "Lessee"), as Lessee of the Site described in that Lease referenced above, acknowledges as follows:

- (1) Portions of the Easement Areas granted under the Master Easement lie within Lessee's Site (see enclosed Master Easement and legal descriptions);
- (2) The Port reserved easement rights in Section 2.9 of the Terminal 18 Lease (the "Reservation Rights") "...to enter the Site and to cross over, construct, move, reconstruct, rearrange, alter, maintain, repair and operate the sewer, water and drainage lines, the electrical service and all other services and facilities required by the Port for the use of the Port and Port tenants." Lessee acknowledges and consents that as part of the street vacation(s) from the City of Seattle to the Port, the Port will grant easement rights for water, sewer, and storm drainage utilities to Seattle Public Utilities under and across the Easement Areas, which are consistent with the Reservation Rights in Section 2.9 of the Terminal 18 Lease.

Best Regards,



David Amble
Real Estate Property Manager
NWSA Properties – North Harbor
Acting as Agent for the Port of Seattle

ACKNOWLEDGED:



Eli Bohm
General Manager
SSA Terminals LLC, Terminal 18 Seattle
Date: 7-24-17

Cc: M. Campagnaro

1. Lease Area as described in SSA Lease with the Port of Seattle, October 29, 1999
2. Master Easement with legal descriptions for utility Easement Areas.
3. Proposed street vacation areas on Harbor Island

TRANSFER AGREEMENT FOR UTILITIES INFRASTRUCTURE
BETWEEN
THE PORT OF SEATTLE AND
THE CITY OF SEATTLE
ON HARBOR ISLAND

Seattle Public Utilities Agreement # 15-085-A

This Agreement, is entered into by and between The City of Seattle, a municipal corporation of the State of Washington ("City"), acting by and through Seattle Public Utilities ("SPU") and the Port of Seattle, a Washington municipal corporation ("Port"), (collectively, the "Parties").

WHEREAS, the Port petitioned the City of Seattle to vacate various rights of way, including portions of 11th Avenue Southwest, 13th Avenue Southwest, Southwest Florida Street, and Southwest Hanford Street ("Streets") on Harbor Island as part of its Terminal 18 Redevelopment Project ("Project"), as more particularly described in the vacation petition to the City of Seattle Clerk File No. 301929 ("Petition") and City of Seattle Master Use Permit No. 9700752 ("Permit"); and

WHEREAS, construction for the Port's Project included abandonment, construction, reconstruction and relocation of various SPU and Port utility facilities throughout Terminal 18 and Harbor Island; and

WHEREAS, the Parties entered into the Terminal 18 Redevelopment Agreement, dated April 1, 1999 ("Redevelopment Agreement"), which is incorporated herein by this reference, and which described various utility construction, relocation, transfer and abandonment plans for the Project for water, storm drainage and sewer facilities and contemplated an ownership scheme that to the extent possible resulted in Port-owned utility facilities on Port-owned property and SPU-owned utility facilities in remaining public right-of-way to minimize the need for utility easements on Port-owned property; and

WHEREAS, the Parties have been operating the various utility facilities as if they owned them according to the intended ownership scheme as shown in the T-18 Redevelopment Watermains, Storm Drainage and Sanitary Sewer Sketches attached as exhibits to the Redevelopment Agreement since the completion of the Project; and

WHEREAS, due to various considerations, the Parties have agreed that some revisions to the planned ownership scheme in the Terminal 18 Redevelopment Agreement was appropriate; and

WHEREAS, the Port's request to vacate the Streets is conditioned, in part, on the Parties transferring ownership of the appropriate facilities to effect the agreed upon ownership scheme for the various utility facilities to the satisfaction of SPU; and

WHEREAS, the Port desires to fulfill the above-stated condition for vacation of the Streets.

NOW THEREFORE, the Parties agree as follows:

1. SPU will own the water, storm drainage and sewer utility facilities, which may include, but not be limited to lines, maintenance holes, vaults, meters, pump stations, outfalls, catch basins, inlets and all appurtenances thereto, located on Harbor Island, as more particularly shown in red on Exhibits A (Water), B (Sewer) and C (Storm) ("SPU Facilities"), which are attached and incorporated herein. SPU will be responsible for the operation of the SPU Facilities, which may include, but not limited to maintenance, repair or replacement.
2. Port will own the water, storm drainage and sewer utility facilities, which may include, but not be limited to lines, maintenance holes, vaults, meters, pump stations, outfalls, catch basins, inlets and all appurtenances thereto, located on Harbor Island, as more particularly shown in green on Exhibits A, B and C ("Port Facilities"). Port will be responsible for the operation of the Port Facilities, which may include, but not limited to maintenance, repair or replacement.
3. To the extent SPU may now own or have title to any of the various utility facilities that are Port Facilities under Section 2 above, SPU, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration hereby sells, assigns, transfers, conveys and delivers to the Port, without warranty or recourse, all of SPU's rights, title and interest in and to those various utility facilities.
4. To the extent the Port may now own or have title to any of the various utility facilities that are SPU Facilities under Section 1 above, the Port, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration hereby sells, assigns, transfers, conveys and delivers to SPU, without warranty or recourse, all of the Port's rights, title and interest in and to those various utility facilities.
5. Each Party, as transferor of various utility facilities, makes no express warranties of any kind whatsoever and disclaims all implied warranties of any kind whatsoever, including without limitation, implied warranties of condition, merchantability or fitness for a particular purpose.
6. SPU accepts any of the SPU Facilities transferred from the Port, and the Port accepts any of the Port Facilities transferred from SPU, in "as is" and "where is" condition.
7. At those various maintenance holes at which the ownership of the various utility facilities switches from SPU Facilities to Port Facilities, which are generally shown on Exhibits A, B, and C at points that are marked with maintenance hole numbers and location coordinates and where facility lines switch between red and green, SPU will retain ownership of the various maintenance holes and the Port will own the Port Facilities beginning from the outside wall of the relevant maintenance holes. SPU grants the Port reasonable rights of access to the storm drainage and sewer maintenance holes for operation or maintenance of Port Facilities. If Port requires access to water maintenance holes or vaults, Port will contact SPU for consent. Port will be responsible for repairing any damage caused to SPU Facilities under this right of entry at no expense to SPU. Within one year of execution of this Agreement, the Port will place signage or other

indicators, in a form acceptable to SPU, on the surface or inside the maintenance hole to indicate the direction of facilities in SPU ownership and Port ownership.

8. The Parties understand and agree that SPU has no further obligation for any of the utility facilities that were abandoned during the Project and remain on Port-owned property. The Port will protect, defend, indemnify, and release the City of Seattle, 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 arising out of or related to any utility facilities that were abandoned during the Project or under the Redevelopment Agreement.

Port of Seattle, a municipal corporation
in the State of Washington

The City of Seattle, a municipal
corporation in the State of Washington,
acting through the Seattle Public Utilities

By: _____
Its: _____

By: _____
Its: _____

Date: _____, 20__

Date: _____, 20__

Exhibits:

1. Exhibit A – Transfer of Ownership Exhibit Watermains, dated January 30, 2017
2. Exhibit B – Transfer of Ownership Exhibit Sewer, dated January 30, 2017
3. Exhibit C – Transfer of Ownership Exhibit Storm, dated January 9, 2017

[illegible]

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mami Hara, to me known to be the CEO/General Manager of the Seattle Public Utilities of The City of Seattle, 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 municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this instrument above written.

NOTARY PUBLIC in and for the State of Washington residing at _____.

My commission expires _____

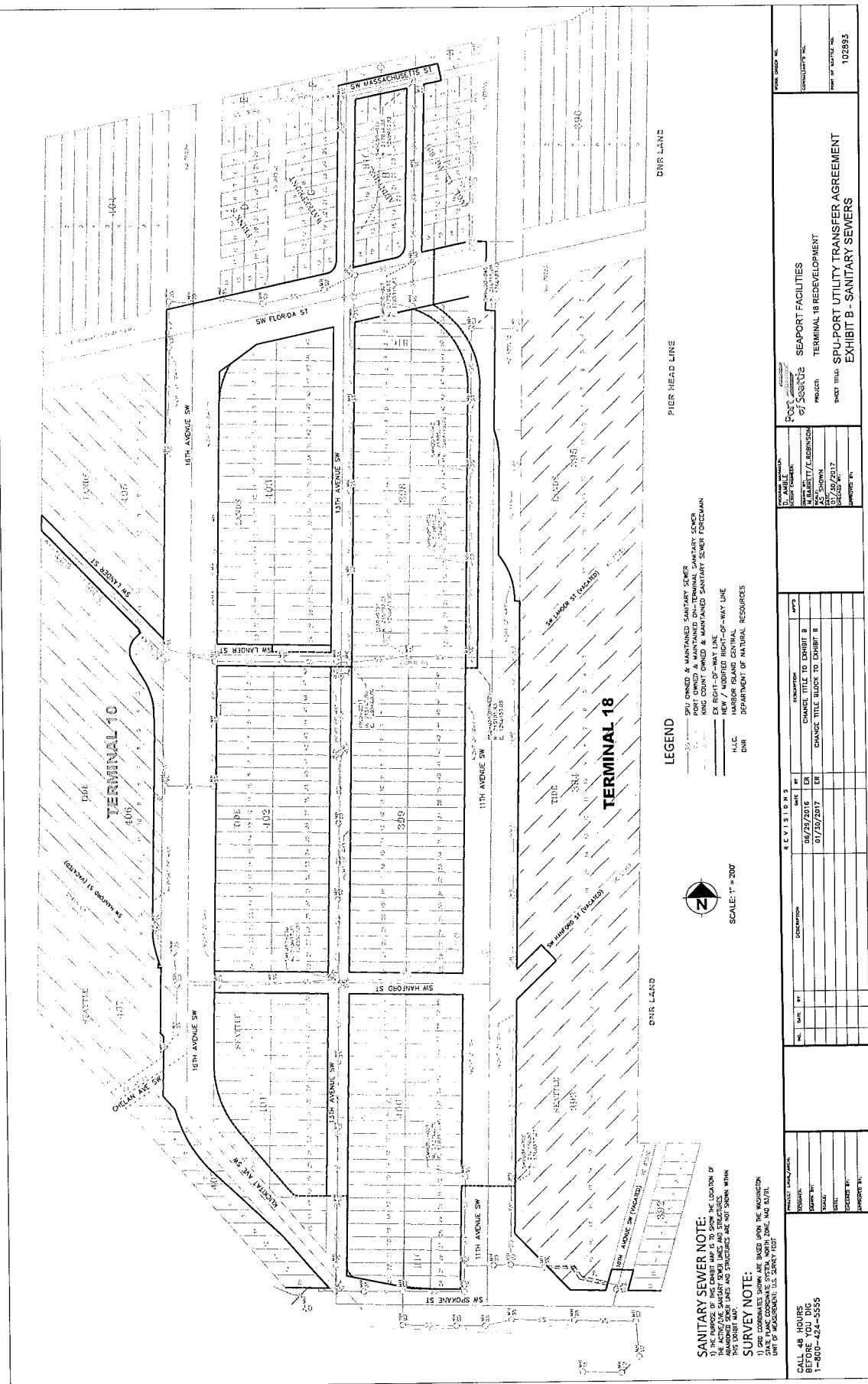
STATE OF WASHINGTON)
) ss
COUNTY OF KING)

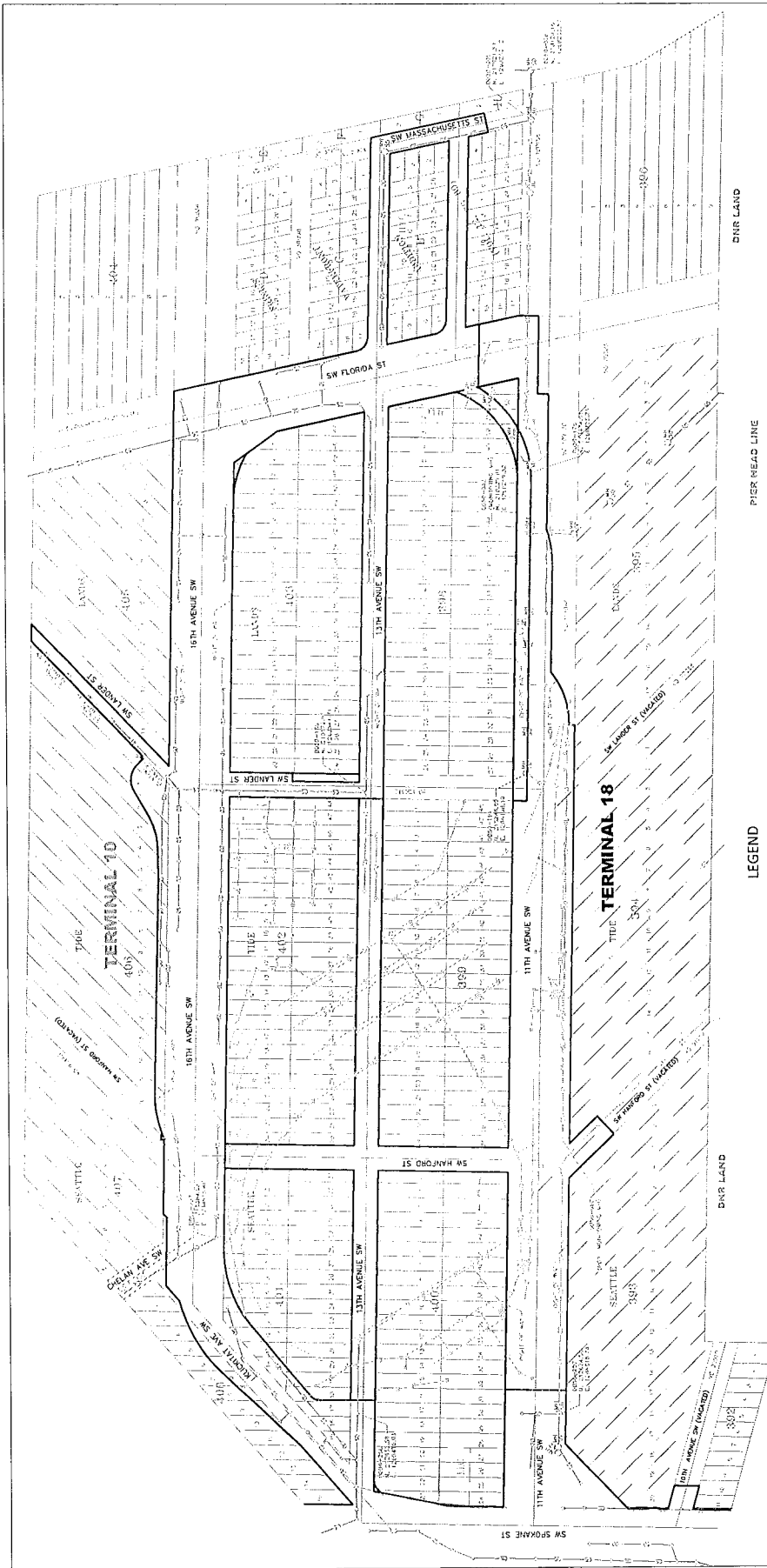
On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of the Port of Seattle, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this instrument above written.

NOTARY PUBLIC in and for the State of Washington residing at _____.

My commission expires _____





STORMWATER NOTE:
 1) THE PURPOSE OF THIS DRAINAGE MAP IS TO SHOW THE LOCATION OF
 EXISTING STORM DRAINAGE SYSTEMS AND TO INDICATE THE LOCATION OF
 NEW STORM DRAINAGE SYSTEMS. EXISTING STORM DRAINAGE SYSTEMS
 ARE SHOWN WITH DASHED LINES AND NEW STORM DRAINAGE SYSTEMS
 ARE SHOWN WITH SOLID LINES. EXISTING STORM DRAINAGE SYSTEMS
 ARE NOT SHOWN WITHIN THE DRAINAGE MAP.

SURVEY NOTE:
 THIS DRAINAGE MAP WAS PREPARED BY THE SEATTLE DEPARTMENT OF
 NATURAL RESOURCES. THE SURVEY WAS CONDUCTED IN 2017. THE
 UNIT OF MEASUREMENT IS U.S. SURVEY FOOT.



SCALE: 1" = 200'

LEGEND

- PORT OWNED & MAINTAINED STORM DRAIN
- PORT OWNED & MAINTAINED STORM DRAIN
- EX RIGHT-OF-WAY LINE
- NEW / MODIFIED RIGHT-OF-WAY LINE
- H.L.C.
- DNR
- DEPARTMENT OF NATURAL RESOURCES

CALL 48 HOURS BEFORE 1-800-424-5555		PROJECT LOCATION		DATE		DESCRIPTION		REV		DATE		REVISIONS		PROJECT INFORMATION		PORT OF SEATTLE	
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RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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



20110630000954

PORT OF SEATTLE EAS
PAGE 001 OF 009
06/30/2011 12:00
KING COUNTY, WA

70.00

PUBLIC ACCESS EASEMENT AGREEMENT

Reference No. of Document Released: None
Grantor: Port of Seattle
Grantee: City of Seattle
Legal Description (abbreviated): Portion of Lots 15, 16, and 32, Block 400,
Plat of Seattle Tidelands
Assessor's Tax Parcel ID No. 7666702110, 7666702140

This Public Access Easement Agreement ("Easement Agreement") is made effective as of the 24th day of MAY, 2011 by and between the Port of Seattle, a Washington municipal corporation ("Grantor") and the City of Seattle, a Washington municipal corporation ("Grantee").

RECITALS

WHEREAS, in conjunction with the Grantor's Terminal 18 Redevelopment Project (City of Seattle Master Use Permit Number 9700752), Grantor petitioned Grantee to vacate portions of 11th Avenue SW, 13th Avenue SW, SW Florida Street, and SW Hanford Street ("Streets"), as more particularly described in the vacation petition to the City of Seattle Clerk File No. 301929; and

WHEREAS, the vacation of the Streets is conditioned, in part, on Grantor granting a satisfactory public access easement through portions of Grantor's Property to facilitate vehicle access by the public as well as Grantee; and

WHEREAS, Grantor's Property is located within the Harbor Island Superfund Site's Soil and Groundwater Operable Unit which is governed by a Consent Decree, and therefore this instrument must preserve EPA's continuing rights of access to the property for the purposes of monitoring, conducting investigations, implementing response actions, assessing compliance, and other activities related to the implementation of the Consent Decree; and

EXCISE TAX NOT REQUIRED

King Co. Records Division

By [Signature] Deputy
DAVID J. MEADIN

WHEREAS, Grantor desires to fulfill the above-stated conditions to complete the vacation of Streets on Terminal 18.

NOW, THEREFORE, the parties agree as follows:

EASEMENT

In consideration of the Grantee's vacation of the Streets and other good and valuable consideration, receipt of which are hereby acknowledged, Grantor hereby conveys and grants, to Grantee, a nonexclusive permanent easement for public access, including vehicles and equipment, over, through, across and along the following portions of Grantor's Property:

- A. The paved and curbed one lane, one-way roadway commonly known as the "South Loop Road" as legally described in Exhibit A, attached hereto and incorporated herein ("Loop Road Easement Area"), and
- B. The paved roadway turnaround area, as legally described in Exhibit B, attached hereto and incorporated herein ("Turnaround Easement Area") and collectively with the Loop Road Easement Area ("Access Easement Areas")

This Easement Agreement shall include only such rights in the Access Easement Areas as shall be necessary for the surface rights for general public access, including vehicles, of the general public and vehicles and equipment of Grantee for purposes including access to various utility and other easement areas of Grantee located on Harbor Island ("Purposes"). Grantor, its successors and assigns, shall have the right to use the Access 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, at its sole cost and expense, shall maintain the Access Easement Areas at all times in a manner and standard consistent with the public roadways maintained by the City of Seattle on Harbor Island.

Notice is hereby given that the portions of Grantor's property listed above are subject to the Harbor Island Soil & Groundwater Operable Unit Consent Decree, which was entered in the United States District Court, Western District of Washington Seattle Division, in Civil Action No. C95-1495Z ("Consent Decree"). A copy of that document has been filed at King County under King County recording number 9608211528. Section X of the Consent Decree requires that the United States and its representatives, including EPA and its contractors, be provided access to this property at all reasonable times for the purposes of conducting activities related to the Consent Decree. Grantee may not interfere with that right of access. There are no other restrictions or covenants related to the Consent Decree that are applicable to this Easement Agreement. Except for the access requirements above, this Easement Agreement does not convey any obligations of

the Consent Decree to Grantee and Grantor shall continue meeting the obligations under the Consent Decree at no expense to Grantee.

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: Port of Seattle

By: [Signature]

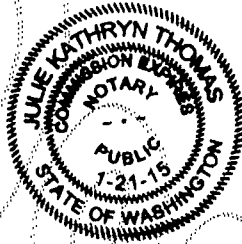
Name, title CEO

Date 5/26/, 2011

STATE OF King WA
COUNTY OF King) SS.

I certify that I know or have satisfactory evidence that Tay Vashitani 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 CEO of Port 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 26th day of May, 2011.



NAME Julie Kathryn Thomas
(Print name)

NOTARY PUBLIC in and for the State of
Washington

Julie Kathryn Thomas
Residing at Seattle

Bothell, WA

My appointment expires: 7-21, 2015

**EXHIBIT A
LEGAL DESCRIPTION OF LOOP ROAD EASEMENT AREA**

THOSE PORTIONS OF LOTS 15, 16 AND 32, BLOCK 400, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON AND THOSE PORTIONS OF 11TH AVENUE SOUTHWEST AND 13TH AVENUE SOUTHWEST TO BE VACATED AS DESCRIBED PER RECORD OF SURVEY, "EXHIBIT MAP FOR HARBOR ISLAND PROJECT, TERMINAL 18, SEATTLE, WASHINGTON, RECORDING NUMBER 19991008900013, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF KLICKITAT AVENUE SOUTHWEST AND 13TH AVENUE SOUTHWEST;
THENCE NORTH 01°08'45" EAST, ALONG THE CENTERLINE OF 13TH AVENUE SOUTHWEST, A DISTANCE OF 391.30 FEET TO THE SOUTHERLY MARGIN OF 13TH AVENUE SOUTHWEST TO BE VACATED AS DESCRIBED PER SAID RECORD OF SURVEY AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°16'56" WEST, ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 23.71 FEET;
THENCE NORTH 78°06'17" EAST, A DISTANCE OF 275.32 FEET TO AN INTERSECTION WITH A NON-TANGENT 620.00' FOOT RADIUS CURVE CONCAVE TO THE SOUTH WHICH CENTER BEARS SOUTH 11°53'36" EAST, 620.00 FEET DISTANT;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°11'51", A DISTANCE OF 153.63 FEET;

THENCE SOUTH 87°41'44" EAST, A DISTANCE OF 183.23 FEET TO THE WESTERLY RIGHT-OF-WAY MARGIN OF 11TH AVENUE SOUTHWEST TO BE VACATED;

THENCE CONTINUING SOUTH 87°41'44" EAST, A DISTANCE OF 125.03 FEET TO CENTERLINE OF SAID 11TH AVENUE SOUTHWEST TO BE VACATED; THENCE CONTINUING SOUTH 87°41'44" EAST, A DISTANCE OF 6.56 FEET;
THENCE SOUTH 00°54'18" WEST, A DISTANCE OF 19.45 FEET TO THE SOUTHERLY MARGIN OF SAID 11TH AVENUE SOUTHWEST TO BE VACATED AS DESCRIBED PER SAID RECORD OF SURVEY;

THENCE NORTH 88°51'35" WEST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 6.63 FEET TO SAID CENTERLINE;

THENCE CONTINUING NORTH 88°51'35" WEST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 125.00 FEET TO THE WESTERLY RIGHT-OF-WAY MARGIN OF 11TH AVENUE SOUTHWEST;

THENCE NORTH 01°08'16" EAST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 2.12 FEET;

THENCE NORTH 87°41'45" WEST, A DISTANCE OF 183.60 FEET TO AN INTERSECTION WITH A NON-TANGENT 600.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH WHICH ITS CENTER BEARS SOUTH 02°18'15" WEST, 600.00 FEET DISTANT;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°11'51", A DISTANCE OF 148.68 FEET;

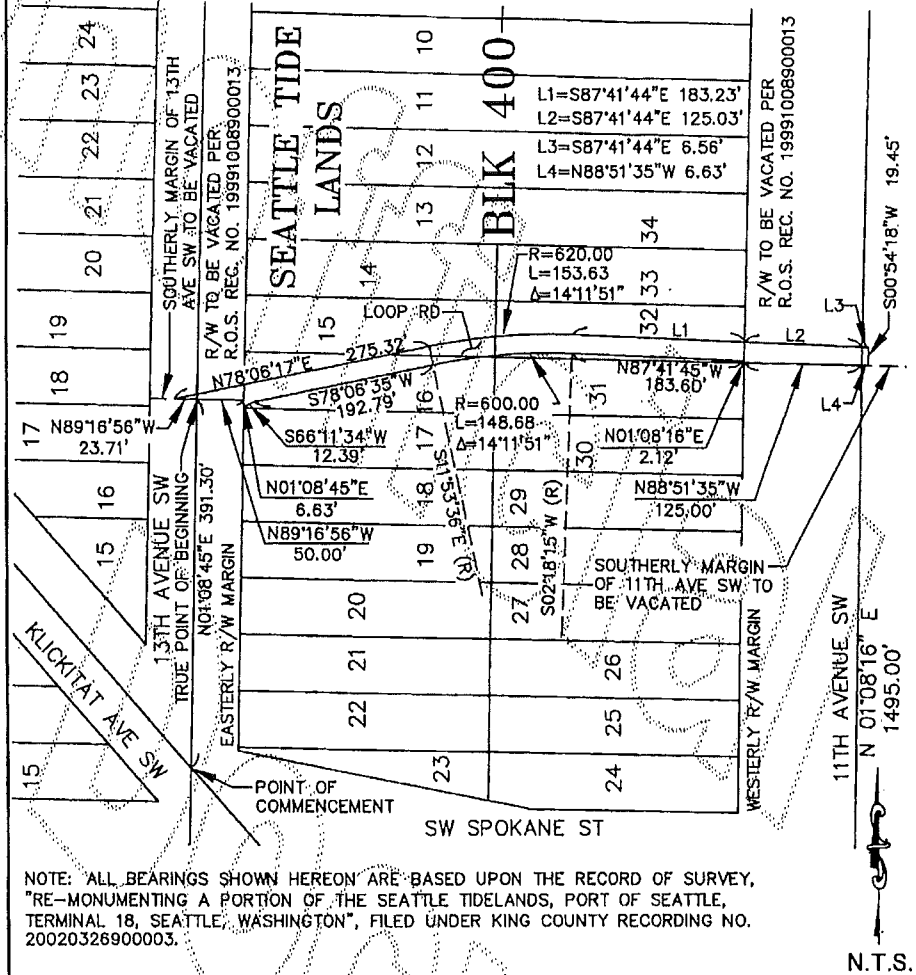
THENCE SOUTH 78°06'35" WEST, A DISTANCE OF 192.79 FEET;

THENCE SOUTH 66°11'34" WEST, A DISTANCE OF 12.39 FEET TO THE EASTERLY
RIGHT-OF-WAY MARGIN OF 13TH AVENUE SOUTHWEST;
THENCE NORTH 01°08'45" EAST, ALONG SAID EASTERLY MARGIN, A DISTANCE
OF 6.63 FEET TO THE SOUTHERLY MARGIN OF SAID 13TH AVENUE SOUTHWEST
TO BE VACATED AS DESCRIBED PER SAID RECORD OF SURVEY;
THENCE NORTH 89°16'56" WEST, ALONG SAID SOUTHERLY MARGIN, A
DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 14,091.34 SQUARE FEET OR 0.32 ACRES, MORE OR LESS.



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



	LOOP ROAD EASEMENT AREA INGRESS AND EGRESS EASEMENT		DATE JAN. 12, 2010
	EASEMENT EXHIBIT		SHEET NO.
			1

EXHIBIT B
LEGAL DESCRIPTION OF TURNAROUND EASEMENT AREA

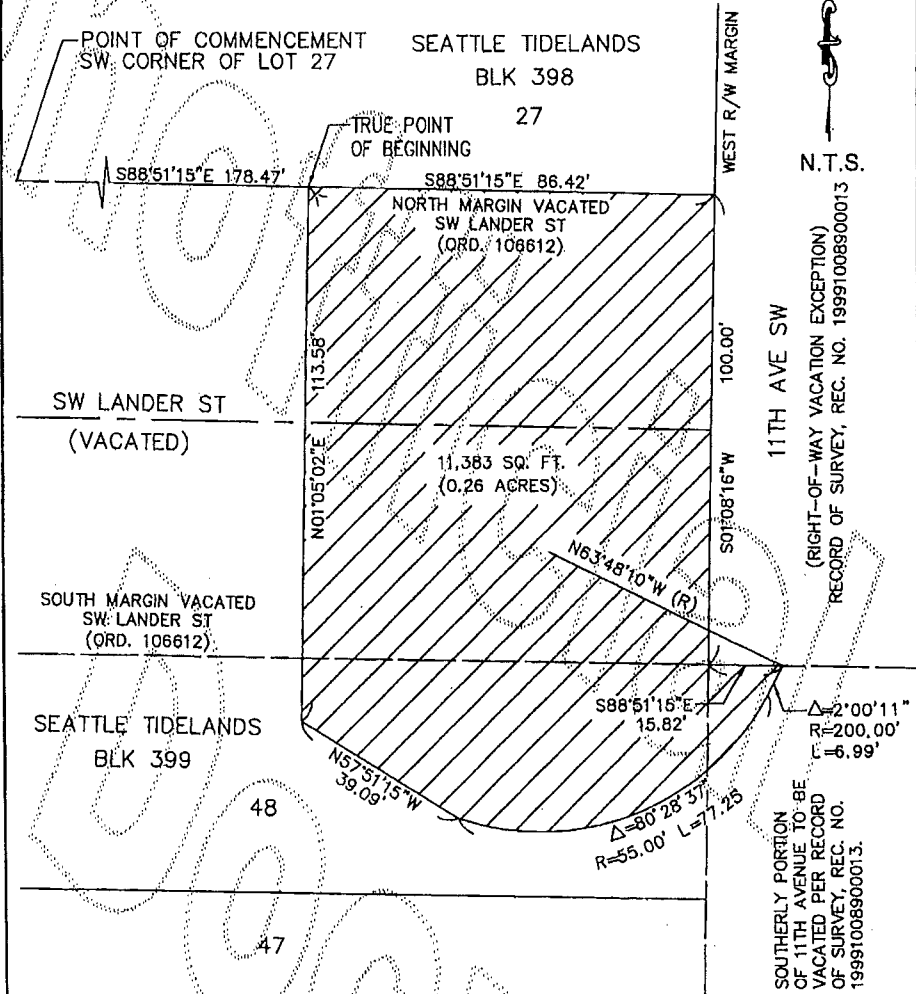
THOSE PORTIONS OF 11TH AVENUE SOUTHWEST TO BE VACATED, AS DESCRIBED IN RECORD OF SURVEY, "EXHIBIT MAP FOR HARBOR ISLAND PROJECT, TERMINAL 18, SEATTLE, WASHINGTON, FILED UNDER RECORDING NUMBER 19991008900013, RECORDS OF KING COUNTY, WASHINGTON, AND VACATED SOUTHWEST LANDER STREET LYING BETWEEN 11TH AVENUE SOUTHWEST AND 13TH AVENUE SOUTHWEST AS DESCRIBED PER CITY OF SEATTLE VACATION ORDINANCE 106612, AND LOT 48, BLOCK 399, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 27, BLOCK 398 OF SAID PLAT;
THENCE SOUTH 88°51'15" EAST, ALONG THE NORTH MARGIN OF SAID VACATED SOUTHWEST LANDER STREET AS DESCRIBED BY SAID ORDINANCE, A DISTANCE OF 178.47 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 88°51'15" EAST, ALONG SAID VACATED NORTH MARGIN, A DISTANCE OF 86.42 FEET TO THE WEST RIGHT-OF-WAY MARGIN OF 11TH AVENUE SOUTHWEST;
THENCE SOUTH 01°08'16" WEST, ALONG SAID WEST MARGIN, A DISTANCE OF 100.00 FEET TO THE SOUTH MARGIN OF SAID VACATED SOUTHWEST LANDER STREET AS DESCRIBED BY SAID ORDINANCE;
THENCE SOUTH 88°51'15" EAST, ALONG THE NORTHERLY LINE OF THE SOUTHERLY PORTION OF SAID 11TH AVENUE SOUTHWEST TO BE VACATED AS DESCRIBED BY SAID RECORD OF SURVEY, A DISTANCE OF 15.82 FEET TO AN INTERSECTION WITH A NON-TANGENT 200.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST WHICH ITS CENTER BEARS NORTH 63°48'10" WEST, 200.00 FEET DISTANT;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°00'11", A DISTANCE OF 6.99 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 55.00 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°28'37", A DISTANCE OF 77.25 FEET;
THENCE NORTH 57°51'15" WEST, A DISTANCE OF 39.09 FEET;
THENCE NORTH 01°05'02" EAST, A DISTANCE OF 113.58 FEET TO THE NORTH MARGIN OF SAID VACATED SOUTHWEST LANDER STREET AS DESCRIBED BY SAID ORDINANCE AND THE TRUE POINT OF BEGINNING.

CONTAINING 11,383 SQUARE FEET OR 0.26 ACRES, MORE OR LESS.



PORTION OF SW 1/4 OF SECTION 07,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.
KING COUNTY, WASHINGTON



Port
of Seattle

TURNAROUND
EASEMENT AREA
11TH AVE SW AND SW LANDER ST
EASEMENT EXHIBIT

DATE
JAN. 12, 2011

SHEET NO.

1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

EASEMENT AGREEMENT No. 15-087-A

Reference No. of Document Released:	None
Grantor:	BP West Coast Products, LLC
Grantee:	City of Seattle
Legal Description (abbreviated):	Portion of Lot 49, Block 398, Plat of Seattle Tidelands
Assessor's Tax Parcel ID No.	7666701680

This Easement Agreement ("Easement Agreement") is made effective as of the ____ day of _____, 2015 by and between **BP West Coast Products LLC ("BP")**, a Delaware corporation ("Grantor"), the Port of Seattle, a Washington municipal corporation ("Port"), and the City of Seattle, a Washington municipal corporation, acting by and through its Seattle Public Utilities ("Grantee").

RECITALS

WHEREAS, construction for the Port's Terminal 18 Redevelopment Project (City of Seattle Master Use Permit Number 9700752) included construction, reconstruction and relocation of various Seattle Public Utilities municipal utility facilities throughout Terminal 18; and

WHEREAS, in conjunction with the Terminal 18 Redevelopment Project, the Port petitioned the City of Seattle to vacate portions of 11th Avenue SW, 13th Avenue SW, SW Florida Street, and SW Hanford Street ("Streets"), as more particularly described in the vacation petition to the City of Seattle Clerk File No. 301929; and

WHEREAS, Grantor owns King County Assessor's Tax Parcel Number 7666701680, the real property abutting a portion of 11th Avenue SW, which was realigned during the Terminal 18 Redevelopment Project ("Grantor's Property"); and

WHEREAS, Grantee owns and operates municipal water and stormwater drainage utility facilities, as more particularly shown on the construction record drawings ("Sheets OW-

C38, OS-C-37, OS-C-38 of Vault Plan No. 880-20), including all necessary and convenient appurtenances ("Facilities"), which were relocated along the boundary between the realigned right-of-way of 11th Ave SW and Grantor's Property; and

WHEREAS, Grantee's vacation of the Streets is conditioned, in part, on the Grantee being granted a satisfactory utility easement for the Facilities through a portion of Grantor's Property; and

WHEREAS, Grantor desires to fulfill the above-stated conditions to complete the vacation of Streets on Terminal 18.

NOW, THEREFORE, the parties agree as follows:

EASEMENT

In consideration of the Grantee's vacation of the Streets and other good and valuable consideration, receipt of which are hereby acknowledged, Grantor hereby conveys and grants, to Grantee, a nonexclusive permanent easement for the construction, operation and maintenance of the Facilities over, under, through, across and upon the portion of Grantor's Property, as shown on Sheet No. 1 and as legally described on Sheet No. 2 of **Exhibit A**, attached hereto and incorporated herein ("Easement Area").

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.

Grantor's Property is encumbered by that certain Consent Decree, Civil Action No. C95-1495-Z as entered in the United States District Court Western District of Washington, Seattle Division, and recorded on August 21, 1996 at Recording Number 9608211528, in the Recorder's Office of King County, State of Washington, and is subject to the access obligations referenced in Paragraph V.E.25 of the Consent Decree.

Grantor's Property is additionally encumbered by a Consent Decree entered in the Superior Court of the State of Washington in and for King County, Case No. 00-2-05714-8SEA on March 24, 2000, and is subject to the terms, conditions, restrictions, and access obligations referenced therein, as disclosed by that certain Restrictive Covenant recorded on June 15, 2000 at Recording Number 20000615001337, in the Recorder's Office of King County, State of Washington. To the extent there are terms, restrictions, or obligations, other than the restrictions in Section 1 of the Restrictive Covenant, related to this Consent Decree or Restrictive Covenant that are applicable to this Easement Agreement or Grantee, the parties agree to the environmental protocols attached and incorporated herein as **Exhibit B**.

Except as stated above, this Easement Agreement does not convey any obligations of either Consent Decree or the Restrictive Covenant to Grantee and Grantor shall continue meeting all obligations under each Consent Decree and the Restrictive Covenant at no expense to Grantee.

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 for the Purposes herein.
2. Grantee's rights shall include the right to temporarily limit or eliminate any parking or storage of vehicles, containers, equipment and similar items or personal property (collectively "Grantor's Equipment") within the Easement Area, when in its discretion, such temporary limit is necessary for the Purposes under this Easement Agreement. To the extent practicable, Grantee will endeavor to minimize the impact to Grantor's operations and provide Grantor reasonable advance notice of the temporary limits, including the estimated length of time the limit will be required. Except in Emergency circumstances, the notice provided to Grantor will be at least ten (10) days before equipment removal is required. Grantor will remove any Grantor's Equipment from within the affected portion of the Easement Area, at Grantor's expense. If the Grantor has not removed Grantor's Equipment by the effective date included in the notice, the Grantee shall have the right, but not the obligation, to remove Grantor's Equipment from within the Easement Area. Grantor agrees to reimburse Grantee for any reasonable costs incurred to remove Grantor's Equipment from the Easement Area under this section within 30 days of receiving an invoice. Grantee will provide notices or invoices to the Grantor pursuant to this section as follows, or as may be changed in writing from time to time:

Grantor: BP West Coast Products, LLC
600 SW 9th Street, Suite 275
Renton, WA 98059

with copy to:
BP West Coast Products, LLC
Terminal Manager
1652 SW Lander St.
Seattle, WA 98134

3. In the event that Grantee determines that damage to or destruction of Grantee's Facilities has occurred or is about to occur, requiring immediate access to the Easement Area or Facilities ("Emergency"), Grantee may take such action as is reasonable under the circumstances to protect the public's health, safety and welfare, including immediate removal of Grantor's Equipment. Grantee will endeavor to notify Grantor of the Emergency and necessary actions as soon as

practicable. Grantor shall cooperate with the reasonable requests of Grantee in Emergency situations. Grantor shall ensure Grantee with unrestricted Emergency access to any portions of the Easement Area that may be inaccessible to the public. Emergency notices shall be made to Grantor in the same manner as section A.2 above.

4. Grantee, at its own expense, shall have the right to replace and improve any Facilities within the Easement Area with utility 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.
5. 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, except that in the event Grantee must remove or otherwise damage the retaining wall and handrail along the west edge of the sidewalk within the Easement Area, restoring that portion of the Easement Area will be at the Port's expense.

B. Grantor's Obligations and Activities in Easement Area

1. Except for purposes of maintenance, improvement and/or replacement of pre-existing facilities, 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 are not perpendicular or 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 temporarily place or store Grantor's Equipment in, or move such items across, any part of the Easement Area; provided that the combined weight of Grantor's Equipment does not exceed American Association of State Highway and Transportation Officials ("AASHTO") H-20 or HS-20 weight loading.
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. Except for purposes of maintenance, improvement and/or replacement of pre-existing facilities, Grantor shall not, and shall not permit its employees, agents, lessees or tenants to (a) erect, plant, or allow to remain any buildings, improvements, structures, walls, rockeries, trees, shrubbery, or obstruction of any kind or (b) place any fill material, or obstruction of any kind within the Easement Area, without the prior written permission and approval of Grantee.

C. Port's Obligations in the Easement Area

1. Port will reimburse Grantee for any costs incurred to restore the handrail or retaining wall in accordance with section A.5 above within 60 days of receipt of an invoice from Grantee.
2. Port will perform any work or reimburse Grantee for any costs as provided in the environmental protocols in Exhibit B.

D. Indemnification

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 D.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 filed against Grantor or Grantee giving rise to an indemnity obligation, 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. In the event of litigation between Grantor and Grantee as to the applicability of the indemnification obligation hereunder, the prevailing party shall be entitled to recover its reasonable costs and expenses (including reasonable attorneys' fees) incurred in the indemnification action. .

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, except to the extent caused by Grantee's operations for the Purposes herein.

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.

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, Port 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, Port and Grantee respectively.

Grantor:
BP West Coast Products, LLC:

By B. R. M.
Name, title BRIAN MILLER, POE
Date MAY 1, 2015

Grantee:
The City of Seattle
Seattle Public Utilities:

By Ray Hoffman
Ray Hoffman, Director
Date 12/16/15, 2015

Port of Seattle:

By: _____
Name, title _____
Date _____, 2015

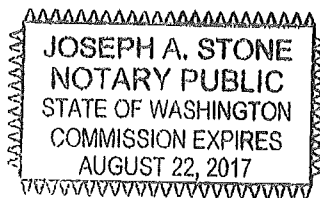
Exhibits:

1. Exhibit A – Easement Area
2. Exhibit B – Environmental Protocols

STATE OF Washington)
COUNTY OF King)

I certify that I know or have satisfactory evidence that Brian R. Miller 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 Attorney-in-fact BP West Coast Products 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 1st day of May 2015

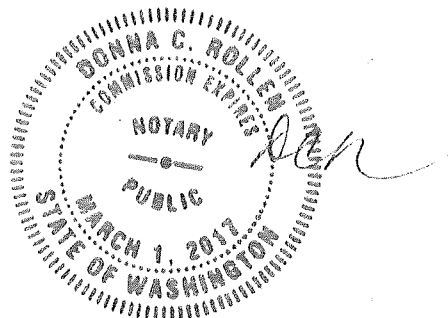


NAME Joseph A. Stone
(Print name) Joseph A. Stone
NOTARY PUBLIC in and for the State of
Washington
Residing at Seattle
My appointment expires: 8-22, 20 17

STATE OF _____)
COUNTY OF _____) SS.

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 16 day of December 2015



NAME Donna Rollem
(Print name) DONNA ROLLEM
NOTARY PUBLIC in and for the State of
Washington
Residing at Seattle
My appointment expires: March 1, 20 17

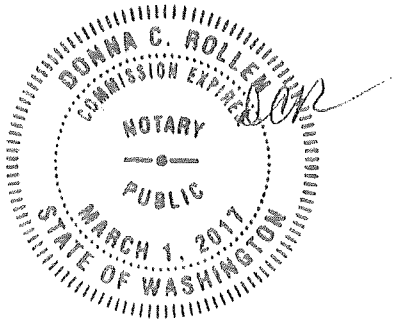
STATE OF _____)
) SS.
COUNTY OF _____)

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 of Port of Seattle, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

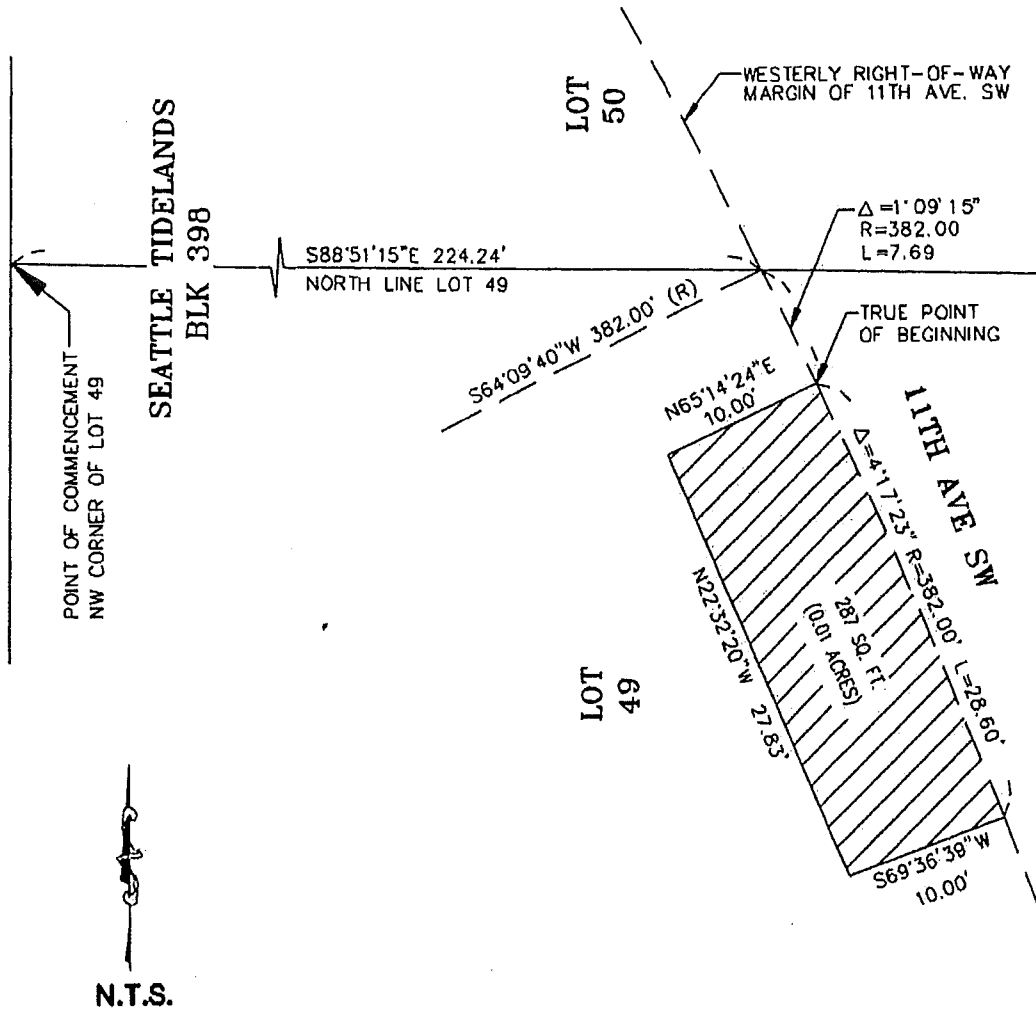
SUBSCRIBED AND SWORN to before me this 16 day of December 2015.

NAME Donna Rolten
(Print name) DONNA ROLLEN
NOTARY PUBLIC in and for the State of
Washington _____
Residing at Seattle _____

My appointment expires: March, 2017



PORTION OF THE NW 1/4 OF SECTION 07,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.
KING COUNTY, WASHINGTON



Port
of Seattle

UTILITY EASEMENT
11TH AVE SW AND SW FLORIDA ST
TAX PARCEL NO. 7666701680

EXHIBIT A

DATE
OCT. 21, 2010

SHEET NO.

01 OF 02

EXHIBIT A
SHEET 2
UTILITY EASEMENT
11TH AVE. SW AND SW FLORIDA ST
TAX PARCEL NO. 7666701680

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 49, BLOCK 398, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON;
THENCE SOUTH 88°51'15" EAST, ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 224.24 FEET TO THE WESTERLY RIGHT-OF-WAY MARGIN OF 11TH AVENUE SOUTHWEST AND AN INTERSECTION WITH A NON-TANGENT 382.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST WHICH ITS CENTER BEARS SOUTH 64°09'40" WEST, 382.00 FEET DISTANT;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY MARGIN THROUGH A CENTRAL ANGLE OF 01°09'15", A DISTANCE OF 7.69 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY MARGIN THROUGH A CENTRAL ANGLE OF 04°17'23", A DISTANCE OF 28.60 FEET;
THENCE SOUTH 69°36'39" WEST, A DISTANCE OF 10.00 FEET;
THENCE NORTH 22°32'20" WEST, A DISTANCE OF 27.83 FEET;
THENCE NORTH 65°14'24" EAST, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 287 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

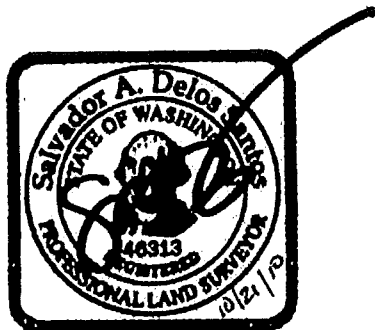


EXHIBIT B

ENVIRONMENTAL PROTOCOL FOR BP-SPU EASEMENT

<i>Issue</i>	<i>Protocol</i>
Basic Premise	Seattle Public Utilities (SPU) will pay for its normal operating costs; Port will perform work or pay for extraordinary costs incurred due to contamination or Superfund site status.
Soil	Solely for work on BP's property, SPU will excavate and dispose of excavated soil, at SPU's cost.
Health & Safety	- SPU will provide HASP, PPE equipment for its workers, monitoring & decontamination equipment, and HAZWOPER training. - Port will reimburse SPU for costs of the above that are more than SPU's normal practice in parts of the City that are not known to be contaminated.
Notice for work that breaks ground	- For planned work, SPU gives at least 45 days advance notice of work and 3 business days advance notice of entry to perform the work to both Port and BP. - For emergency work, SPU gives as much notice as practicable to both Port and BP prior to mobilizing the site.
Water	<u>Planned Construction work</u>: SPU will make reasonable efforts to avoid removing groundwater and to keep surface water out of the excavated area, provided, however, that SPU is not required to do so if doing so would increase SPU's costs, unless the Port is willing to reimburse SPU for the cost increases. <u>Storage and Sampling</u>: SPU will temporarily store all groundwater removed from the excavation in a cost efficient manner (e.g., Baker Tanks). The Port will reimburse SPU for the direct cost of the storage. The Port will perform and pay for any sampling and analysis of the groundwater that the Port deems appropriate. SPU does not normally store or sample water for contamination prior to disposal when water is removed during SPU's maintenance or repair projects. If SPU's normal practice changes in the future and the new practice includes storage and/or sampling of water removed during maintenance or repair of SPU's facilities, then SPU will not charge the Port for storage and/or sampling. <u>Groundwater Management</u>: If, the Port and SPU determine that any contamination in groundwater is in conformance with applicable state and federal regulatory standards, and otherwise acceptable for infiltration, SPU will determine whether it is feasible to infiltrate groundwater that was removed and stored back into the excavated area without adverse effects on SPU's infrastructure and increased costs. If it is feasible, SPU will do so at

EXHIBIT B

	no charge to the Port. If SPU determines that infiltration is not feasible without increasing costs, then the Port either will agree to reimburse SPU for the increased costs associated with infiltrating the groundwater or the Port may manage the groundwater in another fashion, as it deems appropriate. (a) If the Port has sampled and analyzed the groundwater, then the Port will provide the full data package for the sampling results to SPU and will request SPU's review and determination whether the groundwater is acceptable for discharge into SPU's stormwater drainage system. If SPU determines the groundwater is acceptable, then the Port may elect to discharge the water into SPU-owned stormwater infrastructure, at the location and in the manner approved by SPU, at no charge to the Port. (b) If the Port elects to discharge the groundwater to King County Wastewater Treatment facilities, then SPU will reimburse the Port for any fee charged by King County; except and unless King County imposes a surcharge due to the contaminated nature of the water, in which case the Port will bear the cost of the surcharge. (c) The Port also may elect to manage the disposal of the groundwater through other means at its cost. • <u>Emergency work</u>: SPU will follow the protocol for planned work when it engages in emergency work, provided that SPU will not be deemed to have been negligent or to have failed to meet its obligations under this agreement for not containing or storing water immediately, as long as SPU follows industry best management practices to limit the quantity of water exposed to contaminants.
--	--

STATE OF WASHINGTON -- KING COUNTY

--SS.

358246

No.

CITY OF SEATTLE, CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

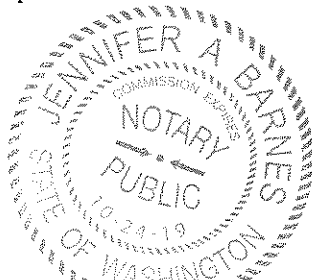
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:125502-511 TITLE ONLY

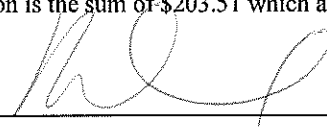
was published on

02/05/18

The amount of the fee charged for the foregoing publication is the sum of \$203.51 which amount has been paid in full.

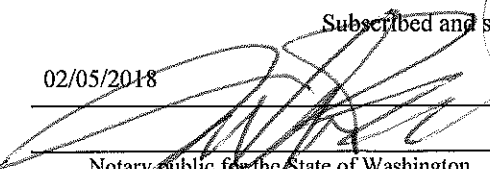


Affidavit of Publication



Subscribed and sworn to before me on

02/05/2018



Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on January 02, 2018, and published below by title only, will be mailed upon request, or can be accessed at <http://seattle.legistar.com>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Ordinance 125502

Council Bill 119170

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Ordinance 125503

Council Bill 119172

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Ordinance 125504

Council Bill 119174

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Ordinance 125505

Council Bill 119154

AN ORDINANCE granting Pier 54, LLC permission to maintain and operate a pedestrian walkway and a covered patio, including benches, tables, food preparation and serving areas, outdoor lighting, pedestrian deck, pilings, and other related appurtenant structures in the public place on the north side of Madison Street, west of Alaskan Way, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

Ordinance 125506

Council Bill 119159

AN ORDINANCE granting Lakefront Investors 2 LLC permission to construct, install, and maintain four sets of private communication conduits under and across Boren Avenue North, north of Mercer Street, and under and across the alley between Boren Avenue North and Fairview Avenue North, north of Mercer Street, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Ordinance 125507

Council Bill 119169

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acquisition of real property commonly known as 5104 SW Orleans Street; and authorizing acceptance and recording of the deed for open space, park, and recreation purposes.

Ordinance 125508

Council Bill 119140

AN ORDINANCE authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities to enter into agreements with the Port of Seattle and BP West Coast Products LLC for the purposes of satisfying utility-related conditions for the Port's street vacation petition for its Terminal 18 Redevelopment Project on Harbor Island. City of Seattle Clerk File No. 301929; declaring certain easement rights located on Harbor Island as no longer required for municipal utility purposes and surplus to the City's needs; and ratifying and confirming certain prior acts.

Ordinance 125509

Council Bill 119165

AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights to be surplus to the City's municipal utility needs; authorizing the General Manager/CEO of Seattle Public Utilities to grant a permanent, non-exclusive water utility easement, and restrictive well covenants, to the Sallal Water Association, a non-profit Washington corporation, for the purpose of construction, operation, and maintenance of a water system; and over, upon, across, and under a portion of The City of Seattle's Cedar River Watershed property in Section 34, Township 23 North, Range 8 East, W.M., in King County, Washington.

Ordinance 125510

Council Bill 119166

AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/Chief Executive Officer of Seattle Public Utilities to enter into a Memorandum of Lease and Ground Lease Agreement with King County for a radio tower and appurtenances in the Tolt Watershed.

Ordinance 125511

Council Bill 119167

AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities to accept an amended, extended, and restated franchise agreement for the operation of a water system within public rights-of-way of the City of Shoreline until 2026, and to enter into an Interlocal Agreement with the Shoreline Fire Department for hydrant inspection within The City of Seattle's retail service area within the City of Shoreline; and ratifying and confirming certain prior acts.

Date of publication in the Seattle Daily Journal of Commerce, February 5, 2018.

2/5(358246)