

**Argo Yard Truck Roadway Project
Supplemental Agreement to Memorandum of Understanding**

Port of Seattle
Freight Mobility Strategic Investment Board
Prologis, L.P.
City of Seattle
Union Pacific Railroad Company

Effective this ___ day of _____ 2014, this Supplemental Agreement of the undersigned Parties clarifies and supplements the January 25, 2012 Memorandum of Understanding (“2012 MOU”) regarding the Argo Yard Truck Roadway Project (“Project”);

A. Scope of the Supplemental Agreement:

- 1** This Supplemental Agreement clarifies each Party’s responsibilities and obligations under the 2012 MOU. Among other things, this Supplemental Agreement clarifies the limits of each Party’s monetary contribution obligation.
- 2** Each easement to be conveyed to the Port is identified and the terms of each easement to be conveyed is agreed to by the Port and the grantor of each easement in this Supplemental Agreement.
- 3** This Supplemental Agreement addresses allocation of environmental liability and costs of handling any potential hazardous substances associated with the Project.
- 4** This Supplemental Agreement sets forth an agreed process for determining the fair market value of easement(s) that Prologis will convey to the Port for Project Element I.
- 5** This Supplemental Agreement clarifies that all easements that the Port needs to obtain from Union Pacific Railroad Company for Project Element I will be conveyed at no cost to the Port.
- 6** This Supplemental Agreement clarifies the extent of each Party’s monetary obligation to pay the cost of the City of Seattle’s (“City’s”) review of design and final plans for City permitting of Project Elements I, II, and III.
- 7** This Supplemental Agreement clarifies and sets forth the prerequisites for release of Freight Mobility Strategic Investment Board (FMSIB) funding for the Automated Gate System (Element III of the Project).

B. Sections 3, 4 and 6 of the 2012 MOU are replaced with the following provisions:

3. Easements to be conveyed to the Port by other Parties

3.1 Easements to be conveyed by UP to Port at no cost to the Port:

3.1.1 UP shall convey an exclusive permanent easement to the Port over, under and through a portion of UPRR property identified as King County Tax parcel #'s 766620-7545 and 182404-9008 for the truck roadway in Project Element I (“**UPRR Exclusive Roadway Easement**”). Easement rights will include the right to construct, maintain and operate barriers, light poles and fencing along the eastern edge of the roadway. The UPRR Exclusive Roadway Easement is to be used exclusively for truck traffic coming from the Port to UPRR’s rail yard and will be located in two separate areas as follows:

- (a) Property lying within tax parcel #766620-7545, on its north end, adjoining the East Marginal Way South right-of-way; adjoining the easterly boundary of the UPRR Stormwater Treatment Swale Easement; and, on its south end, adjoining the north boundary of the South Dakota Street right-of-way.
- (b) Property lying within tax parcel #182404-9008 consisting of a 2-foot wide strip extending northward from an existing Prologis security gate located at the corner at the northern limit of the easternmost wall of the Prologis building; adjoining the joint easterly boundary of the Prologis Exclusive Roadway Easement and the westerly boundary of tax parcel #182404-9008.

The total size of the UPRR Exclusive Roadway Easement area is approximately 9,273 square feet. The terms of agreement for the UPRR Exclusive Roadway Easement, including a legal description and depiction of said easement, are set forth in **Exhibit 1**.

3.1.2 UP shall convey a non-exclusive permanent easement to the Port over, under and through a portion of UPRR property identified as King County Tax parcel #182404-9008 for the truck roadway in Project Element I (“**UPRR Non-Exclusive Roadway Easement**”). This easement is to be used both for truck traffic coming from the Port to UPRR’s rail yard and for certain turning moves by Prologis. The location of the UPRR Non-Exclusive Roadway Easement is the property lying within tax parcel #182404-9008 extending southward from an existing Prologis security gate located at the corner at the northern limit of the easternmost wall of the Prologis building; adjoining the easterly boundary of the Prologis Non-Exclusive Roadway Easement; and on its south end, adjoining the Colorado Avenue South right-of-way. Easement rights will include the right to construct, maintain and operate light poles and fencing along the eastern edge of the roadway. The size of the UPRR Non-Exclusive Roadway Easement area is approximately 4,974 square feet. The terms of agreement for the UPRR Non- Exclusive Roadway Easement, including a legal description and depiction for said easement, are set forth in **Exhibit 2**.

3.1.3 UP shall convey at no cost to the Port a permanent easement to the Port over, under and through a portion of UP property identified as King County Tax parcel #766620-7545 to address construction and maintenance of stormwater treatment and green stormwater infrastructure requirements for the truck roadway (“**UPRR Stormwater Treatment Swale Easement**”). The location of the UPRR Stormwater Treatment Swale Easement is that portion of tax parcel #766620-7545 lying between the westerly property boundary of tax parcel #766620-7545 and the westerly boundary of the UPRR Exclusive Roadway Easement; and on its north end, adjoining the east boundary of the East Marginal Way South right-of-way; and on its south end, adjoining the north boundary of the South Dakota Street right-of-way. The size of the UPRR Stormwater Treatment Swale Easement is approximately 6,758 square feet. The terms of agreement for the UPRR Stormwater Treatment Swale Easement, including a legal description and depiction for said easement, are set forth in **Exhibit 3**.

3.1.4 UP shall convey a permanent easement to the Port over, under and through a portion of UP property identified as King County Tax parcel #766620-7545 and King County Tax parcel #182404-9008 for installing and maintaining underground electrical lighting cables along the east side of the truck roadway in Project Element I (“UPRR Utility Easement”). The location of the UPRR Utility Easement is located in two separate areas as follows:

(a) Property lying within tax parcel #'s 766620-7545 and 182404-9008, adjoining the easterly boundary of the UPRR Exclusive Roadway Easement; and on its south end, adjoining the north boundary of the South Dakota Street right-of-way.

(b) Property lying within tax parcel #182404-9008 extending southward from the southeast corner of the South Dakota Street right-of-way; adjoining the easterly boundaries of the UPRR Exclusive Roadway Easement and the UPRR Non-Exclusive Roadway Easement; and on its south end, adjoining the north boundary of the Colorado Avenue South right-of-way.

The total size of the UPRR Utility Easement area is approximately 9,692 square feet. The terms of agreement for the UPRR Utility Easement, including a legal description and depiction for said easement, are set forth in **Exhibit 4**.

3.1.5 UP shall work in good faith with Prologis to provide use, access and parking rights to Prologis (by lease or otherwise) over, under and through, that certain property consisting of the area between the east side of the Prologis property and the truck roadway north of the cul-de-sac of Colorado Avenue South.

3.2 Easements to be conveyed by Prologis to Port for fair market value:

3.2.1 Purchase and sale of permanent easements – price and terms

At Closing as set forth in Section 3.2.2, Prologis will convey to the Port, and the Port will pay to Prologis, the following amounts for the below-described permanent easements necessary to accomplish Project Element I:

(a) The **Prologis Exclusive Roadway Easement** area adjoins the easterly boundary of tax parcel #766620-7536; extends northward from an existing Prologis security gate located at the corner at the northern limit of the easternmost wall of the Prologis building; and adjoins, on its north end, the South Dakota Street right-of-way. The size of the Prologis Exclusive Roadway Easement area is approximately 12,410 square feet. The terms of agreement for the Prologis Exclusive Roadway Easement, including a legal description and depiction for said easement, are set forth in **Exhibit 5**. Prologis will convey the Prologis Exclusive Roadway Easement to the Port for Three hundred forty-seven thousand four hundred twenty Dollars (\$347,420.00). This amount represents the agreed-upon fair market value of said easement and is within 110 percent of the value conclusion of an MAI appraisal.

(b) The **Prologis Non-Exclusive Roadway Easement** area adjoins the easterly boundary of tax parcel #766620-7536; extends southward from an existing Prologis security gate located at the corner at the northern limit of the easternmost wall of the Prologis building; and adjoins, on its south end, the Colorado Avenue South right-of-way. The size of the Prologis Non-Exclusive Roadway Easement area is approximately 740 square feet. The terms of agreement for the Prologis Non-Exclusive Roadway Easement, including a legal description and depiction for said easement, are set forth in **Exhibit 6**. Prologis will convey the Prologis Non-Exclusive Roadway Easement to the Port for Twenty thousand seven hundred sixteen Dollars (\$20,716). This amount represents the agreed-upon fair market value of said easement and is within 110 percent of the value conclusion of an MAI appraisal.

(c) The **Prologis Utility Easement** is needed for installing and maintaining underground electrical lighting cables along the east side of the truck roadway in Project Element 1 and consists of an area lying within tax parcel 766620-7536 adjoining the easterly boundary of the Prologis Exclusive Roadway Easement; adjoining the South Dakota Street right-of-way; and on its south end, adjoining the westerly boundary of tax parcel #182404-9008. The size of the Prologis Utility Easement area is approximately 299 square feet. The terms of agreement for the Prologis Utility Easement, including a legal description and depiction for said easement, are set forth in **Exhibit 7**. Prologis will convey the Prologis Utility Easement to the Port for Eight thousand three hundred seventy-one Dollars (\$8,371.00). This amount represents the agreed-upon fair market

value of said easement and is within 110 percent of the value conclusion of an MAI appraisal.

(d) The **Prologis Stormwater Treatment Vault Easement** is needed for construction, operation and maintenance of structures and connections to the Prologis storm sewer system to allow discharge of stormwater as necessary to address stormwater treatment requirements arising out of Project Element I; it consists of a small area within tax parcel #766620-7536 adjoining the westerly boundary of the Colorado Avenue South right-of-way cul-de-sac. The size of the Prologis Stormwater Treatment Vault Easement area is approximately 501 square feet. The terms of agreement for the Prologis Exclusive Roadway Easement, including a legal description and depiction for said easement, are set forth in **Exhibit 8**. The Port agrees that it shall be responsible for the ongoing maintenance and repair, including any costs related thereto, of any such structures and their connections to storm sewer systems to allow discharge of stormwater as necessary to address stormwater treatment requirements arising out of Project Element I or existing storm sewer systems. Prologis will convey the Prologis Stormwater Treatment Vault Easement to the Port for Three thousand eight hundred eightDollars (\$3,808.00). This amount represents the agreed-upon fair market value of said easement and is within 110 percent of the value conclusion of an MAI appraisal.

3.2.2 Closing of Prologis easement sale.

Closing of the sale of Prologis easements described in Section 3.2.1 will occur on the earlier of May 9, 2014 or within ten (10) business days of execution of this supplemental Agreement (“Closing Date”). Closing will occur at the offices of Chicago Title Insurance Company, the escrow agent for the transaction. The conditions for closing are as follows:

- (a) At least five (5) business days prior to the Closing Date, Prologis must (i) send an email confirmation to the Port, consistent with notice requirements of this Agreement, that Prologis has executed the easements described in Section 3.2.1, and (ii) deliver to the Port executed originals of the easement agreements and their associated memoranda of easements.
- (b) At least three (3) business days prior to the Closing Date, the Port must email a copy of the easement agreements and their associated memoranda of easements executed by the Port and send by wire transfer to the escrow agent the Purchase Price of the easements described in Section 3.2.1. The Purchase Price must equal the sum of the amounts of agreed-upon fair market value for the easements as identified in Section 3.2.1
- (c) Escrow fees will be paid by the Port.
- (c) Only the memoranda of easements may be recorded by the escrow agent.

3.3 **Street Use Permits to be granted by City to the Port:**

3.3.1 The City shall, contingent upon approval of a term permit ordinance by the City Council, grant to the Port, a term permit over, under and/or through City right-of-way of a size and location detailed in the term permit ordinance, adequate and appropriate for the project construction, maintenance and operation of the private truck roadway and necessary associated light poles and buried electrical cables in Project Element I (“**Permit for Use of City Right-of-Way for Truck Roadway**”). The areas to be covered by the Permit for Use of City Right-of-Way for Truck Roadway include the following:

(a) Property lying within the East Marginal Way South right-of-way, adjoining the easterly boundary of the UPRR Exclusive Roadway Easement; and on its south end, adjoining the west boundary of King County Tax Parcel #1824049008.

(b) Property lying within the South Dakota Street right-of-way, adjoining the south boundaries of the portions of the UPRR Exclusive Roadway Easement and UPRR Utility Easement located within King County Tax Parcel #766620-7545; and adjoining the north end of the Prologis Exclusive Roadway Easement.

The total size of the areas to be covered by the term permit for Use of City Right-of-Way for Truck Roadway is approximately 2,403 square feet. Legal descriptions and depictions for the right-of-way areas to be covered by the term permit for Use of City Right-of-Way for Truck Roadway are attached as **Exhibit 9**.

3.3.2 Subject to applicable provisions of the Seattle Municipal Code , the City shall grant to the Port for temporary construction use a Street Use Permit for use of City right-of-way at locations and areas that are necessary, adequate and appropriate to accomplish construction of the Project Elements I and II.

3.4 Environmental liability and potential costs of handling construction-derived waste

3.4.1 Environmental Due Diligence.

The Parties acknowledge that they have each received that certain Phase I Environmental Site Assessment, the Argo Truck Roadway Project, dated August 17, 2012, and prepared for Grette Associates, LLC, by GeoEngineers and that said Phase I ESA fulfills the requirement in Section 3.6 of the MOU to conduct a Phase I ESA to determine the existing environmental conditions associated with Element I.

3.4.2 Definitions

“**Hazardous Substance(s)**” means any substance, or substance containing any component, now or hereafter designated as a hazardous, dangerous, toxic or harmful substance, material or waste, subject to regulation under any Environmental Law.

“Environmental Law” shall mean any environmentally related local, state or federal law or regulation, ordinance or order, now or hereafter amended including, but not limited to: the Federal Clean Air Act; the Federal Clean Water Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Waste Management Recovery and Recycling Act; the Federal Toxic Substances Control Act; United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101) the Washington Hazardous Waste Management Act; Washington Model Toxics Control Act; the Washington Water Pollution Control Act; the Washington Underground Petroleum Storage Tanks Act; the Washington Industrial Safety and Health Act; the Washington Worker and Community Right to Know Act; the Washington Oil and Hazardous Substance Spill Prevention and Response Act; and any such other substances, materials and wastes as are or become regulated or subject to cleanup authority by any jurisdiction under any environmental laws.

“Construction-Derived Waste” (“CDW”) shall mean that soil or water generated from the excavation activities necessary for construction of Project Elements I and II which the Port determines must be removed from the easement area and construction site.

“Hazardous/Dangerous CDW” is soil or water that is designated as hazardous or dangerous under 40 CFR Part 260 and WAC 173-303 criteria by a party pursuant to the procedures in Section 3.4.6.

“Non-Hazardous CDW” is all other CDW. Non-Hazardous CDW is not necessarily “clean waste” and may contain pollutants that require special handling.

3.4.3 No indemnity for pre-existing Hazardous Substances.

a. The Port’s participation in this Project shall create no obligation to indemnify or defend any other Party, their agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any Hazardous Substances in, under, or on property owned by any other Party.

b. UPRR’s participation in this Project shall create no obligation to indemnify or defend any other Party, their agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions

and claims arising from or related to the pre-existence of any Hazardous Substances in, under, or on property owned by any other Party.

c. Prologis's participation in this Project shall create no obligation to indemnify or defend any other Party, their agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any Hazardous Substances in, under, or on property owned by any other Party.

d. FMSIB's participation in this Project shall create no obligation to indemnify or defend any other Party, their agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any Hazardous Substances in, under, or on property owned by any other Party.

e. The City's participation in this Project shall create no obligation to indemnify or defend any other Party, their agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any Hazardous Substances in, under, or on property owned by any other Party.

3.4.4 Waiver

Every Party waives and releases every other Party, their agents, elected officials, officers or employees from any and all liability, loss, damage, expense, actions and claims arising from or related to any incremental increase in Hazardous Substances generated by whatever additional vehicle traffic there may be on the truck roadway when the Project is completed.

3.4.5 Testing and disposal of Construction-Derived Waste (CDW)

The Port shall pay the cost of disposal of any CDW generated during construction of Project Elements I and II. The Port shall collect and test the CDW. The Port, or the owner of the property from which the CDW was generated ("Property Owner"), will determine whether it is Hazardous/Dangerous CDW according to the procedures in Section 3.4.6. The Port will generate soil profiles for disposal for all soil that is Non-Hazardous CDW, and will dispose of such wastes in a Subtitle D landfill (soil) or as appropriate (water).

3.4.6 Port and Property Owner's responsibilities with respect to Hazardous/Dangerous CDW

If the Port identifies any Hazardous/ Dangerous CDW, the Port and Property Owner shall have the following responsibilities and obligations:

a. Port responsibilities:

- 1) The Port will sample and characterize all Hazardous/ Dangerous CDW and will keep such wastes segregated and/or stockpiled according to the geographic origin of the CDW (by individual Property Owner).
- 2) The Port will notify the respective Property Owner of the existence of any Hazardous/Dangerous CDW generated on its property.
- 3) If the Property Owner agrees with the Port's Hazardous/Dangerous CDW designation, the Port will coordinate transportation to the chosen waste disposal facility.
- 4) If the Property Owner disagrees with the Port's Hazardous/Dangerous CDW designation, then Section 3.4.6(b) shall apply.

b. Property Owner responsibilities: Upon notification by the Port that Hazardous/Dangerous CDW has been generated on its property, the Property Owner shall be responsible for the following:

- 1) The Property Owner shall respond to the Port's Hazardous/Dangerous CDW designation within five business days of notification by the Port of the Hazardous/Dangerous waste designation.
- 2) Within five business days of confirming acceptance of the Hazardous/Dangerous CDW designation, the Property Owner shall complete the necessary paperwork to acquire an EPA Waste ID number from the Washington State Department of Ecology, if none has been previously established for the property.
- 3) In the event that the Property Owner disagrees with the Port's Hazardous/Dangerous CDW designation, the Property Owner shall be responsible for all the steps associated with disposal of Non-Hazardous CDW. In such event, the Property Owner shall notify the Port within five business days of receiving the Port's notification of Hazardous/Dangerous CDW designation, that the Property Owner disagrees with the Port's designation and that the Property Owner has determined that the waste is Non-Hazardous CDW. Within 30 calendar days of notifying the Port of the property owner's disagreement with the Port's Hazardous/Dangerous CDW designation, the Property Owner shall arrange for and complete the disposal of the disputed waste as Non-Hazardous CDW without the Port's assent or assistance, unless the property owner plans to dispose of the disputed waste by rail, in which case it will have 90 days to do so. In such event, the Property Owner shall submit an invoice to the Port for reimbursement of the disposal cost for the Non-Hazardous CDW, but in no event will the rate sought for reimbursement exceed the rate that the Port obtains from facilities for disposal of Non-Hazardous CDW. As used herein, "rate" includes the cost of loading into trucks or rail cars, transportation, and actual disposal costs.
- 4) When the Property Owner agrees with the Port's designation of Hazardous/Dangerous CDW, the Port shall suggest, for the Property Owner's approval, a facility for waste disposal that meets federal and state criteria ("Port-suggested facility"). If the Property Owner wishes to dispose of waste at a facility different from the Port-suggested facility, the Port's responsibility for

the cost of waste disposal shall not exceed 100 percent of what it would cost at the Port-suggested facility.

5) Within 14 calendar days of receiving the Port's notification of Hazardous/Dangerous CDW designation, the Property Owner or its agent shall sign an application prepared by the Port or its consultant to create/generate a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 days. Creating/generating a profile shall include but is not necessarily limited to submitting the EPA ID number assigned to the property, identifying the hauler of the Hazardous/Dangerous waste, identifying the Property Owner and submitting the chemical and analytical data produced by the Port. If the Property Owner does not wish to have the Port prepare the manifest/application, the Property Owner shall so indicate to the Port, and the Property Owner shall prepare the manifest/application and be responsible for creating/generating a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 days.

6) The Property Owner or its agent shall be responsible for signing as the waste generator on the Hazardous Waste Manifest and for recordkeeping required for Hazardous Waste Manifests per State and federal Regulations.

7) The Port or its consultant shall be responsible for preparing, and the Property Owner or its agent for signing, all reporting associated with the Hazardous or Dangerous CDW shipped from subject property; provided however, if the Property Owner does not wish to have the Port prepare the manifest/application, then the Property Owner shall be responsible for all such reporting. UPRR shall be responsible for preparing the application/manifest and creating/generating a profile for all wastes shipped by rail.

8) The Property Owner shall be responsible for closing out the EPA ID number with the Washington State Department of Ecology upon completion of Project Elements I and II.

4. Individual Party Responsibilities, Obligations and Limits of Obligations

Each Party's responsibilities and obligations are stated as follows:

4.1 Port shall:

- a. Act as lead agency under RCW 47.06A.060(3) and ensure Project compliance with Chapters 226-16 and 226-02 WAC.
- b. Act as the implementing agency in planning, design, right-of-way acquisition, permitting and construction of Project Elements I and II.
- c. Monitor and coordinate with UP's process on planning, design, permitting (to the extent any permitting for Element III is required under applicable law or regulation) and construction of Project Element III.

- d. To the extent review is required for Elements I, II or III under applicable law, serve as lead agency under the State Environmental Policy Act (SEPA), Chap. 43.21C RCW for Elements, I, II, and III.
- e. Be responsible for operation of the truck roadway and maintenance associated with the operational use of the truck roadway. Ownership and liability issues shall be addressed in the terms of the easement agreements and permits consistent with Sections 3 and 4 of this Supplemental Agreement.
- f. Contribute up to \$2,200,000 in funds toward Project Elements I and II. Subject to Port staff review and Port Commission approval, the Port may contribute funds in an amount that exceeds \$2,200,000 if the additional cost is deemed necessary and reasonable by the Port, in its sole discretion, to complete the Project.
- g. Provide UP, Prologis, City, and FMSIB at least twenty business days to review and comment on 60 percent and 90 percent designs for Project Elements I and II.
- h. Provide UP, Prologis, City, and FMSIB at least ten business days to review and acknowledge that their respective 90 percent design review comments have been satisfactorily addressed in the final construction documents for Project Elements I and II.
- i. Address any significant concerns with the design of Project Elements I and II, provided that the Port is not obligated to continue with the Project if implementation of requested changes would add significantly to the Port's costs.
- j. Begin and complete construction of truck roadway improvements in Element I and II provided that all necessary easements and permits are in place and the City has approved the final design of all Project Elements I and II.
- k. Review and provide any applicable comments on design of Project Element III within twenty business days of receiving from UPRR 30 percent, 60 percent and 90 percent design for Project Element III.
- l. Provide acknowledgement that Port's 90 percent review comments have been satisfactorily addressed within ten business days of receiving from UP final construction documents for Project Element III.
- m. Provide quarterly reports to FMSIB on implementation of all planning, design, acquisition of real property interests, permitting and construction steps for Project Elements I, II and III for FMSIB's review and approval.
- n. Submit itemized invoices to the Washington State Department of Transportation for release of FMSIB funds for Elements I, II and III. Upon receipt of funds due to UPRR, make payments to UPRR.

- o. The Port will timely execute the easements described in Sections 3.1 and 3.2.1 and their associated memoranda so as to meet the Closing Date or deadline specified in Section 3.2.2 and Section 4.5. At least three business days prior to recording, the Port will send by email a copy of the Port-executed easement agreements and associated memoranda of easements to the respective grantors of those easements. The Port will record only the memoranda of easements associated with the easements described in Section 3.1.

4.2 FMSIB shall:

- a. Coordinate with other Parties to the 2012 MOU, act as a neutral facilitator for this Project and cash flow funding schedules;
- b. Provide \$600,000 in funding to the Port for planning, design, right-of-way acquisition, permitting and construction of Elements I and II of the Project provided that a funding agreement with WSDOT is reached;
- c. Provide \$2,500,000 in funding to the Port for reimbursement of UP for the construction of the Automated Gate System in Element III upon the satisfaction of the following conditions:
 - (i) Execution of all necessary easements from UP to the Port and from Prologis to the Port;
 - (ii) Recording of all necessary easements from UPRR and from Prologis;;
 - (iii) Approval of final design by the City for Project Elements I, II, and III.
 - (iv) Submission of properly itemized invoices by the Port;
 - (v) FMSIB confirmation that the Project is being implemented and that design and construction match the application for FMSIB Project funding, or, if different, FMSIB determines that the anticipated improvement to freight movement is not less than what was described in the application; and
 - (vi) FMSIB confirmation that UP has provided up to \$1,250,000 in funding.
- d. Provide up to an additional \$1,250,000 as the last funds in, if needed, toward the Automated Gate System in Element III upon the satisfaction of the following conditions:
 - (i) Execution of all necessary easements from UP to the Port and from Prologis to the Port;
 - (ii) Recording of all necessary easements from UP and from Prologis;
 - (iii) Approval of final design by the City of Seattle for Project Elements I, II, and III;

- (iv) Submission of properly itemized invoices by the Port;
- (v) FMSIB confirmation that the Project is being implemented and that design and construction match the application for FMSIB Project funding, or, if different, FMSIB determines that the anticipated improvement to freight movement is not less than what was described in the application; and
- (vi) FMSIB confirmation that UP has provided up to \$1,250,000 in funding.

If the cost of Project Element III is under or equals \$5,000,000, FMSIB's obligation to provide the additional \$1,250,000 will be diminished by the amount by which the cost of Project Element III is under the \$5,000,000 budget.

- e. Review the status reports submitted by the Port on implementation of planning, design, right-of-way acquisition, permitting and construction steps for Project Elements I, II, and III (as applicable). The purpose and scope of FMSIB's review is limited to evaluating whether the Project is being implemented and that design and construction either match the application for FMSIB Project funding, or, if different, provides for anticipated improvement to freight movement that is not less than what was described in the application.

4.3 Prologis shall:

- a. After receiving from the Port 60 percent design for Project Elements I and II, provide review and comment on design of Project Elements I and II to the Port by July 2, 2013.
- b. Within twenty business days of receiving from the Port the 90 percent design for Project Elements I and II, provide review and comment on design of Project Elements I and II to the Port and provide acknowledgment that the Port has satisfactorily addressed the 60 percent design review comments provided by Prologis for Project Elements I and II.
- c. Within ten business days of receiving from the Port the final construction documents for Project Elements I and II, provide acknowledgment that the Port has satisfactorily addressed the 90 percent design review comments provided by Prologis for Project Elements I and II.
- d. Resolve with the City, with both parties agreeing to act commercially reasonably and in good faith, any issues or business or operational needs that Prologis or its tenants may have so as not to interfere with the expeditious completion of Project Elements I, II and II, including but not limited to the following:

- (i) Prologis's interest in creating a dedicated City street right-of-way for Diagonal Avenue South at the south end of Prologis property;

(ii) Prologis's interest in obtaining a City term permit for the portion of the existing Colorado Avenue South right-of-way, which is currently used by tenants of Prologis to access the truck loading docks along the east side of their building.

Prologis acknowledges that it is currently working in good faith with the City to address the above-enumerated interests/issues. Prologis will not make the satisfactory resolution of the above-enumerated interests/issues a prerequisite for grants of any easements necessary to complete Project Elements I and II.

- e. Resolve with UP any issues or business or operational needs that Prologis or its tenants may have so as not to interfere with the expeditious completion of Project Elements I, II and III, including but not limited to Prologis's interest in entering into a property use or lease agreement with UP regarding the portion of UP's property that will be west of the truck roadway and which is currently used by Prologis's tenants to access the truck docks along the east side of its building.

Prologis acknowledges that it is currently working in good faith with UP to address the above-enumerated interests/issues. Prologis will not make the satisfactory resolution of the above interests/issues a prerequisite for grants of any easements necessary to complete Project Elements I and II.

4.4 The City shall:

- a. Provide a design review and issue permits as appropriate for Project Elements I, II, and III.
- b. Coordinate within the departments of the City involved with reviewing design and permitting the Project so as to provide comprehensive, rather than piecemeal, comments on design for Project Elements I, II, and III.
- c. Upon receipt of information from the Port that identifies the location and size of areas within City right-of-way that the Port may need from the City for Project Elements I and II, the City shall promptly review such information and contingent on approval by the City Council, grant the Port a term permit.

4.5 UP shall:

- a. Coordinate with the Port's process on planning, design, permitting and construction of Project Elements I and II.
- b. Provide \$1,250,000 in funding for use in the construction of the Automated Gate System in Element III of the Project.

- c. If FMSIB provides \$3,750,000 of funding for Element III, UP shall be responsible for any costs that exceed the \$5,000,000 budget for Element III.
- d. After receiving from the Port the 60 percent design for Project Elements I and II, provide review and comment on design of Project Elements I and II to the Port by July 2, 2013.
- e. Within twenty business days of receiving from the Port the 90 percent design for Project Elements I and II, provide review and comment on design of Project Elements I and II to the Port and provide acknowledgment that the Port has satisfactorily addressed the 60 percent design review comments provided by UP for Project Elements I and II.
- f. Within ten business days of receiving from the Port the final construction documents for Project Elements I and II, provide acknowledgement that the Port has satisfactorily addressed the 90 percent design review comments provided by UP for Project Elements I and II.
- g. Provide the Port, Prologis and FMSIB at least twenty business days to review and comment on design of Project Element III at 30 percent, 60 percent, and 90 percent design.
- h. Provide Port, Prologis, and FMSIB at least ten business days to provide acknowledgment that their respective 90 percent design review comments have been addressed satisfactorily in the final construction documents for Project Element III.
- i. Address any significant concerns with design of Project Element III as long as: (i) it is required for permitting, construction and safe operation of the facility and (ii) is not inconsistent with UPRR's business or other interests; and (iii) all the other parties agree the concerns need to be addressed.
- j. Act as the implementing entity in planning, design, permitting (to the extent any permitting for Element III is required under applicable law or regulation) and construction of Project Element III.
- k. Be responsible for operation of Element III Automated Gate System and maintenance associated with its use.
- l. Provide timely itemized invoices and other information to the Port about Element III required to obtain release of FMSIB funds for the Project.
- m. Resolve with the City of Seattle any issues or business or operational needs that UPRR or its tenants may have so as not to interfere with the expeditious completion of Project Elements I, II, and III, including but not limited to the following: UP's interest in a permit for a portion of the existing South Dakota Street right-of-way and any East Marginal

Way South right-of-way abutting UP property. UP will not make the satisfactory resolution of said interests/issues a prerequisite for grants of any easements necessary to complete Project Elements I and II.

- n. Resolve with Prologis any issues or business or operational needs that UP, Prologis, or their respective tenants may have so as not to interfere with the expeditious completion of Project Elements I, II, and III, including but not limited to the following:

Prologis's interest in entering into a property use or lease agreement with UPRR regarding the portion of UP's property that will be west of the truck roadway and which is currently used by Prologis's tenants to access the truck docks along the east side of their building.

- o. Be responsible for the cost of the City's review of design and final plans and for City permitting of Project Element III.
- p. On the earlier of May 9, 2014, or ten (10) business days of execution of this supplemental agreement, UP will convey the four easements described in Section 3.1 to the Port. At least five (5) business days prior to conveyance of said easements, UP will deliver the original executed easements and associated memoranda of easements to the Port.

UP will not make the satisfactory resolution of the above interests/issues a prerequisite for grants of any easements necessary to complete Project Elements I and II.

6. Notification

In the event of a dispute and intent to file a claim/lawsuit, notice shall be in writing to the following individuals and shall be sent postage prepaid by U.S. mail, return receipt requested to the following mailing addresses with a copy by email, unless otherwise indicated by the Parties:

Port of Seattle: Tim Leonard, Capital Project Manager, Pier 69, P.O. Box 1209, Seattle, WA 98111, leonard.t@portseattle.org, with a copy to Soojin Kim, Senior Port Counsel, Port of Seattle, P.O. Box 1209, Seattle, WA 98111, kim.s@portseattle.org.

Freight Mobility Strategic Investment Board: Karen Schmidt, 1063 Capitol Way, Room 201, P.O. Box 40965, Olympia, WA 98504-0965, SchmidK@fmsib.wa.gov, 360-568-9695, with a copy to Tsering Kheyap, Attorney General of Washington, P.O. Box 40108, Olympia, WA 98504-0108, tseringk@atg.wa.gov.

Prologis, L.P.: Ken Sun, 3353 Gateway Boulevard, Fremont, CA 94538, ksun@prologis.com, (510) 661-4027, with a copy to c/o Prologis, Inc., Attention: Legal Department, 4545 Airport Way, Denver, CO 80239.

Union Pacific Railroad Company: Gerry Bisailon, General Director of Premium Operations, 1400 Douglas St., Mail Stop 1160, Omaha, NE 68179, gbisailon@up.com, 402-544-6710, with a copy to Steve Sand, Director of Acquisitions, 1400 Douglas St., Mail Stop 1690, Omaha, NE 68179, and to David Pickett, General Attorney, 10031 Foothills Blvd., Roseville, CA 95747.

City of Seattle: John Arnesen, Project Manager, Seattle Department of Transportation, 700 Fifth Avenue, Suite 3900, P.O. Box 34996, Seattle, WA 98124-4996, john.arnesen@seattle.gov.

C. Contract interpretation/Integration:

To the extent that there are any conflicts or inconsistencies between this Supplemental Agreement and the 2012 MOU, this Supplemental Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Supplemental Agreement.

FREIGHT MOBILITY STRATEGIC INVESTMENT BOARD

Signature: _____

Name and Title: Karen Schmidt, Executive Director

Date: _____

PROLOGIS, L.P.

By: Prologis, Inc, its general partner

Signature: _____

Name and Title: _____

Date: _____

PORT OF SEATTLE

Signature: _____

Name and Title: Tay Yoshitani, Chief Executive Officer

Date: _____

CITY OF SEATTLE

Signature: _____

Name and Title: Goran Sparrman, Interim Director, Seattle Department of Transportation

Date: _____

UNION PACIFIC RAILROAD COMPANY

Signature: _____

Name and Title: _____

Date: _____

|

EXHIBIT 1

UPRR EXCLUSIVE ROADWAY EASEMENT

UPRR Exclusive Roadway Easement

This Agreement for **UPRR Exclusive Roadway Easement** ("Easement") is entered into as of _____, 2014 ("Effective Date") by and between **Union Pacific Railroad Company**, a Delaware corporation ("Grantor") and **Port of Seattle**, a Washington municipal corporation ("Grantee").

- A. Grantor owns or controls certain real property in Seattle, Washington, as legally described and depicted on **Attachment "A"** (the "**Premises**").
- B. Grantee has requested that Grantor grant to Grantee an **exclusive easement** over the Premises for the Easement Purpose (as defined below).
- C. On December 13, 2011, Grantee's Port of Seattle Commissioners authorized acquisition of real property interests for the Argo Yard Truck Roadway Project. The Project is described in the Memorandum of Understanding dated January 25, 2012 among the Port of Seattle, Washington State Freight Mobility Strategic Investment Board, Prologis, L.P., City of Seattle and Union Pacific Railroad Company, which MOU was subsequently supplemented, clarified and amended by that Supplemental Agreement dated _____.
- D. Grantor has agreed to grant Grantee the requested easement subject to the terms and conditions of this Agreement in consideration of the benefits associated with the Project. The Project involves construction of a private southbound dedicated truck roadway from a point east of East Marginal Way at a newly constructed underpass of the rebuilt SR 99/East Marginal Way trestle to the Argo Rail Yard gate, and addresses stormwater treatment and lighting along the roadway.

NOW, THEREFORE, the parties agree as follows:

Section 1 Granting of Easement.

- 1.1 Easement Purpose. The "Easement Purpose" will be for:
- (a) activities related to construction of a private truck roadway from a point east of East Marginal Way South at a newly constructed underpass of the rebuilt SR 99/East Marginal Way South trestle to the Argo Rail Yard gate;
 - (b) operation and use of the roadway, once constructed, as a private, southbound dedicated truck access into Argo Rail Yard;
 - (c) inspection, maintenance, repair and replacement of the roadway and its associated materials and structures, including but not limited to stormwater conveyancing structures, drainage, paving, and jersey barriers, fencing and light poles along the easterly edge of the roadway; and

(d) such additional uses as necessary for accomplishing those enumerated activities

by Grantee and Grantee's employees, contractors, agents, and invitees.

1.2 Grant. Grantor grants to Grantee a permanent, exclusive easement ("Easement") over, under, across and through the Premises for the Easement Purpose and for no other purpose.

1.3 Maintenance of Premises. Grantee will be responsible for maintenance associated with the operational use of the truck roadway, storm water drainage, barriers, fencing and light poles.

1.4 Term of Easement. The term of this Agreement will be perpetual, unless sooner abandoned as provided in Section 14 of this Agreement.

Section 2 Indemnification.

2.1 At Grantee's sole expense, Grantee will indemnify, hold harmless, and defend Grantor from and against any and all claims, lawsuits, damages, liabilities, fines, expenses, fees and costs of any kind, arising from Grantee's intentional misconduct, negligence, or breach or default in the performance of Grantee's responsibilities under the provisions of this Agreement. As used in this Section 2.1 the term "Grantee" will include employees, agents, contractors, and persons entering the Premises under the express or implied invitation of Grantee.

2.2 Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against Grantor by any entity, relating to any matter covered by this Agreement for which Grantee has an obligation to assume liability for and/or save and hold harmless Grantor. Grantee will pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 3 Environmental liability and potential costs of handling Construction-Derived Waste.

3.1 Definitions.

"Hazardous Substance(s)" means any substance, or substance containing any component, now or hereafter designated as a hazardous, dangerous, toxic or harmful substance, material or waste, subject to regulation under any Environmental Law.

"Environmental Law" shall mean any environmentally related local, state or federal law or regulation, ordinance or order, now or hereafter amended including, but not limited to: the Federal Clean Air Act; the Federal Clean Water Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource

Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Waste Management Recovery and Recycling Act; the Federal Toxic Substances Control Act; United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101) the Washington Hazardous Waste Management Act; Washington Model Toxics Control Act; the Washington Water Pollution Control Act; the Washington Underground Petroleum Storage Tanks Act; the Washington Industrial Safety and Health Act; the Washington Worker and Community Right to Know Act; the Washington Oil and Hazardous Substance Spill Prevention and Response Act; and any such other substances, materials and wastes as are or become regulated or subject to cleanup authority by any jurisdiction under any environmental laws.

“**Construction-Derived Waste**” (“**CDW**”) shall mean that soil or water generated from the excavation activities necessary for construction of Project Elements I and II which the Port determines must be removed from the easement area and construction site.

“**Hazardous/Dangerous CDW**” is soil or water that is designated as hazardous or dangerous under 40 CFR Part 260 and WAC 173-303 criteria by a party pursuant to the procedures in Section 3.4.6.

“**Non-Hazardous CDW**” is all other CDW. Non-Hazardous CDW is not necessarily “clean waste” and may contain pollutants that require special handling.

3.2 No Indemnity for Pre-Existing Hazardous Substances.

The Port’s participation in the Project shall create no obligation to indemnify or defend Grantee, or any other Party to the Project, their agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any hazardous substances in, under, or on property owned by Grantee or any other Party.

3.3 Waiver.

Grantor and Grantee shall waive and release each other, their agents, elected officials, officers or employees from any and all liability, loss, damage, expense, actions and claims arising from or related to any incremental increase in hazardous substances generated by whatever additional vehicle traffic there may be on the truck roadway when the Project is completed.

3.4 Testing and Disposal of Construction-Derived Waste.

3.4.1 Grantee will pay the cost for ~~of~~ disposal of any CDW generated during construction of Project Elements I and II. Grantee will collect and test the CDW.

3.4.2 Grantee, or the owner of the property from which the CDW was generated (“Property Owner”), will determine whether it is Hazardous/Dangerous CDW according to the procedures in Section 3.4.3. Grantee will generate soil profiles for disposal for all soil that is Non-Hazardous CDW, and will dispose of such wastes in a Subtitle D landfill (soil) or as appropriate (water).

3.4.3 If the Grantee identifies any of the waste generated during construction as “hazardous/ dangerous” waste, the Grantee and Grantor will have the following responsibilities and obligations:

a. Grantee’s responsibilities:

(i) The Grantee will sample and characterize all Hazardous/Dangerous CDW and will keep wastes segregated and/or stockpiled according to the geographic origin of the CDW (by individual Property Owner).

(ii) The Grantee ~~will notify~~ will notify the respective Property Owner of the existence of any Hazardous/ Dangerous CDW generated on its property.

(iii) If the Property Owner agrees with the Grantee’s Hazardous/Dangerous CDW designation, the Grantee will coordinate transportation to the chosen waste disposal facility.

(iv) If the Property Owner disagrees with the Grantee’s Hazardous/Dangerous CDW designation, then Section 3.4.3(b) will apply.

b. Property Owner responsibilities: Upon notification by the Grantee that Hazardous/Dangerous CDW has been generated on its property, the Property Owner will be responsible for the following:

(i) The Property Owner will respond to the Grantee’s Hazardous/Dangerous CDW designation within five business days of notification by the Grantee of the Hazardous/Dangerous waste designation.

(ii) Within five business days of confirming acceptance of the Hazardous/Dangerous CDW designation, the Property Owner will complete the necessary paperwork to acquire an EPA Waste ID number from the Washington State Department of Ecology if none has been previously established for the property.

(iii) In the event that the Property Owner disagrees with the Grantee’s Hazardous/Dangerous CDW designation, the Property Owner will be responsible for all the steps associated with disposal of the Non-Hazardous CDW. In such event, the Property Owner will notify Grantee within five business days of receiving the Grantee’s notification of Hazardous/Dangerous CDW designation, that the Property Owner disagrees with the Grantee’s designation and that the Property Owner has determined that the waste is Non-Hazardous CDW. Within 30 calendar days of notifying the Grantee of the Property Owner’s disagreement with the Grantee’s Hazardous/Dangerous CDW designation, the Property Owner will arrange for and complete the disposal of the disputed waste as Non-Hazardous CDW without the Grantee’s assent or assistance, unless the Property Owner plans to dispose of the disputed waste by rail, in which case the Property Owner will have 90 days to do so. In such event, the Property Owner will submit an invoice to the Grantee for reimbursement of the disposal cost for the Non-Hazardous CDW, but in no event will

the rate sought for reimbursement exceed the rate that the Grantee obtains from facilities for disposal of Non-Hazardous CDW. As used here, "rate" includes the cost of loading into trucks or rail cars, transportation, and actual disposal costs.

(iv) When the Property Owner agrees with the Grantee's designation of Hazardous/Dangerous CDW, the Grantee will suggest, for the Property Owner's approval, a facility for waste disposal that meets federal and state criteria ("Port-suggested facility"). If the Property Owner wishes to dispose of waste at a facility different from the Port-suggested facility, the Grantee's responsibility for the cost of waste disposal will not exceed 100 percent of what it would cost at the Port-suggested facility.

(v) Within 14 calendar days of receiving the Grantee's notification of Hazardous/Dangerous CDW designation, the Property Owner or its agent will sign an application prepared by the Grantee or its consultant to create/generate a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 Days. Creating/generating a profile will include but is not necessarily limited to submitting the EPA ID number assigned to the property, identifying the hauler of the Hazardous/Dangerous CDW, identifying the Property Owner and submitting the chemical and analytical data produced by the Grantee. If the Property Owner does not wish to have the Grantee prepare the manifest/application, the Property Owner will so indicate to Grantee and Property Owner will prepare the manifest/application and be responsible for creating/generating a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 days.

(vi) The Property Owner or its agent will be responsible for signing as the waste generator on the Hazardous Waste Manifest and for recordkeeping required for Hazardous Waste Manifests per State and federal Regulations.

(vii) The Grantee or its consultant will be responsible for preparing, and the Property Owner responsible for signing, all reporting associated with the Hazardous or Dangerous CDW shipped from the subject property; provided, however, if the Property Owner does not wish to have Grantee prepare the manifest/application, then the Property Owner will be responsible for such reporting. Notwithstanding anything to the contrary in this provision, the Property Owner will be responsible for preparing the application/manifest and creating/generating a profile for all wastes shipped by rail.

(viii) The Property Owner will be responsible for closing out the EPA ID number with the Washington State Department of Ecology upon completion of Project Elements I and II.

Section 4 Legal Compliance. Grantee will observe and comply with any and all laws, including Environmental Laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction relating to the use of the Premises.

Section 5 Insurance. During the term of this Agreement, Grantee will maintain insurance in the amount and to the extent Grantee reasonably deems necessary to cover its activities on the Premises, which coverage Grantee may provide through its program of self-insurance.

Section 6 Grantor's Use of the Premises. Grantor, its successors and assigns, may use the Premises for cargo truck travel as long as it is consistent with the dedication of the Premises to operation and maintenance as a truck roadway and as long as it is not inconsistent with the exclusive rights herein granted and is subject to the conditions of this Agreement.

Section 7 Standard of Care. Grantee will perform all construction activities associated with its completion of the Project in compliance with all federal, state, and local laws, including Environmental Laws and with the terms of this Agreement. Grantee will exercise reasonable care in the performance of all its activities and will use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 8 Ownership of Project Improvements. Unless otherwise provided in this Agreement or in other approvals or agreements, Grantee will own the Project improvements made within the Easement area, including, without limitation, improvements constructed by either party at the cost and expense of Grantee. Nothing in this Agreement, however, will be construed as granting to the Grantee any interest or right in the Easement or the improvements within the Easement other than the rights expressly provided herein.

Section 9 Operations. Grantee will operate, maintain, and repair the Project located within the Easement in compliance with all federal, state, and local laws and in a manner consistent with industry standards. Grantee will exercise reasonable care in the performance of all its activities within the Easement and will use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 10 Liens and Encumbrances. Grantee will, at its sole cost, keep the Easement area free and clear of any liens or other encumbrances arising out of Grantee's activities under this Agreement.

Section 11 Transfer of Interests. Grantee will not assign or transfer the Easement or any interest therein to any entity other than a successor agency that would operate and maintain the Project, without the express written consent of Grantor. Such consent will not be unreasonably withheld. All of the terms of this Agreement, whether so expressed or not, will be binding upon the respective successors and permitted assigns of the parties hereto and will inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 12 Binding Effect. The Easement is appurtenant to and will run to the benefit of the Grantee's property described on **Attachment "B."** If Grantee ever stops using the property described in Attachment "B" for cargo-handling purposes, the parties agree to execute an amendment to this Easement, substituting for Attachment "B" the property of Grantee then being used for such purposes.

Section 13 Authority to Execute Agreement. Grantor covenants that Grantor is the lawful owner of the Premises and has a good and lawful right to execute the Agreement.

Section 17 Miscellaneous.

17.1 All questions concerning the interpretation or application of provisions of this Agreement will be decided according to the substantive laws of the State of Washington without regard to conflicts of law provisions.

17.2 To the fullest extent permitted by law, any dispute arising under or in connection with this Agreement or related to any subject matter which is the subject of this Agreement will be subject to the sole and exclusive jurisdiction of King County Superior Court. This choice of venue is intended by the parties to be mandatory and not permissive. Each party irrevocably consents to the jurisdiction of King County Superior Court in any such dispute and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the laying of venue in such court or that any such dispute which is brought in such court has been brought in an inconvenient forum.

17.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

17.4 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

17.5 Time is of the essence for the performance of this Agreement.

[Signature page follows]

Witness the execution of this Agreement as of the date first set forth above.

Grantor:

Union Pacific Railroad Company

By: _____
Name:
Title:

Grantee:

Port of Seattle, a Washington municipal corporation

By: _____
Name:
Title:

Attachment "A"
UPRR Exclusive Roadway Easement

Premises

[Insert Legal Description]

[Follow Legal Description page with depiction of Premises/Easement Area]

Attachment A
UPRR Exclusive Roadway Easement
Assessor's Parcel Nos. 7666207545 and 1824049008

An exclusive roadway easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of Assessor's Parcel Nos. 7666207545 and 1824049008, more particularly described as follows:

Commencing at a concrete filled pipe with lead and tack at the intersection of South Dakota Street and East Marginal Way;

Thence North $01^{\circ}08'55''$ East, along the centerline of said East Marginal Way, a distance of 393.30 feet;

Thence South $88^{\circ}51'05''$ East a distance of 111.39 feet to an angle point in the Right of Way margin of said East Marginal Way and the most northerly point of Assessor's Parcel No. 7666207545, said point being the Point of Beginning;

Thence South $39^{\circ}53'29''$ East along the northeasterly boundary of said parcel and southwesterly Right of Way margin of said East Marginal Way, a distance of 87.67 feet to an angle point in said Right of Way margin, said point being on the westerly boundary of said parcel 1824049008;

Thence North $14^{\circ}51'59''$ West, along the westerly boundary of said parcel 1824049008, a distance of 1.06 feet to the beginning of a nontangent 121.50 foot radius curve to the right, the radius point of which bears South $68^{\circ}07'13''$ West;

Thence southeasterly along said curve, through a central angle of $15^{\circ}04'44''$ and an arc distance of 31.98 feet;

Thence South $06^{\circ}48'02''$ East a distance of 205.38 feet to the beginning of a tangent 249.25 foot radius curve to the left;

Thence southeasterly along said curve, through a central angle of $10^{\circ}26'16''$ and an arc distance of 45.41 feet to a point on the southerly boundary of said parcel 7666207545, said point hereinafter described as Point "A";

Thence North $88^{\circ}49'33''$ West, along the southerly boundary of said parcel 1824049008, a distance of 20.99 feet to the beginning of a nontangent 269.25 foot radius curve to the right, the radius point of which bears North $74^{\circ}10'22''$ East;

Thence northwesterly along said curve, through a central angle of $09^{\circ}01'36''$ and an arc distance of 42.42 feet;

Thence North $08^{\circ}13'34''$ West a distance of 176.80 feet to the beginning of a tangent 178.00 foot radius curve to the left;

Thence northwesterly along said curve, through a central angle of $32^{\circ}22'20''$ and an arc distance of 100.57 feet;

Thence North $40^{\circ}01'37''$ West a distance of 6.46 feet to a point on the westerly boundary of said Assessor's Parcel No. 7666207545;

Thence North $03^{\circ}42'55''$ East, along the westerly boundary of said parcel, a distance of 33.21 feet to the Point of Beginning.

TOGETHER WITH:

Commencing at the hereinbefore described Point "A", said point being on a 249.25 foot radius curve to the right, the radius point of which bears North 72°45'42" East;
Thence southeasterly along said curve, through a central angle of 22°19'51" and an arc distance of 97.14 feet;
Thence South 40°17'01" East a distance of 20.75 feet to a point on the westerly boundary of said parcel 1824049008, said point hereinafter described as Point "B";
Thence continuing South 40°17'01" East a distance of 4.63 feet;
Thence South 39°55'07" East a distance of 167.93 feet to the beginning of a tangent 399.27 foot radius curve to the right;
Thence southeasterly along said curve, through a central angle of 8°12'24" and an arc distance of 57.19 feet;
Thence South 31°42'43" East a distance of 237.42 feet to the beginning of a tangent 1038.23 foot radius curve to the right;
Thence southeasterly along said curve, through a central angle of 7°42'07" and an arc distance of 139.56 feet;
Thence South 58°27'22" West a distance of 2.02 feet to the beginning of a nontangent 1036.23 foot radius curve to the left, the radius point of which bears South 66°00'17" West;
Thence northwesterly along said curve, through a central angle of 7°42'59" and an arc distance of 139.56 feet;
Thence North 31°42'43" West a distance of 237.42 feet to the beginning of a tangent 397.27 foot radius curve to the left;
Thence northwesterly along said curve, through a central angle of 8°12'24" and an arc distance of 56.90 feet;
Thence North 39°55'07" West a distance of 167.93 feet;
Thence North 16°52'18" West a distance of 5.03 feet to the hereinbefore described Point "B" and the end of this description.

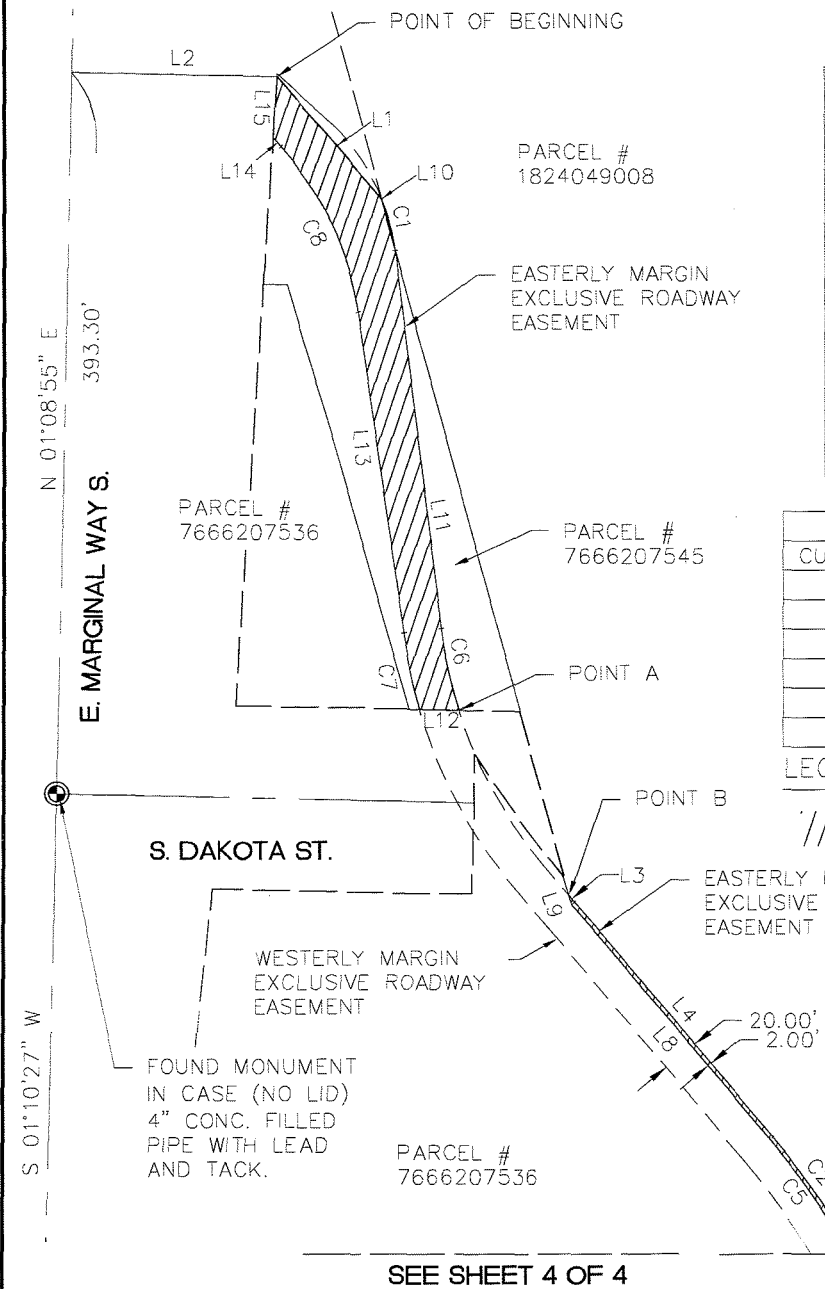
Having an area of 9,273 square feet, more or less, within said parcels 7666207545 and 1824049008.



PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON



1"=100'

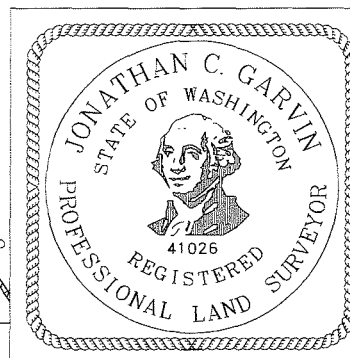


LINE TABLE		
LINE	LENGTH	BEARING
L1	87.67	S39°53'29"E
L2	111.39	S88°51'05"E
L3	4.63	S40°17'01"E
L4	167.93	S39°55'07"E
L8	167.93	N39°55'07"W
L9	5.03	N16°52'18"W
L10	1.06	N14°51'59"W
L11	205.38	S06°48'02"E
L12	20.99	N88°49'33"W
L13	176.80	N08°13'34"W
L14	6.46	N40°01'37"W
L15	33.21	N03°42'55"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	31.98	121.50	15°04'44"
C2	57.19	399.27	8°12'24"
C5	56.90	397.27	8°12'24"
C6	45.41	249.25	10°26'16"
C7	42.42	269.25	9°01'36"
C8	100.57	178.00	32°22'20"

LEGEND

////// EXCLUSIVE ROADWAY EASEMENT LOCATION



ARGO YARD TRUCK ROADWAY
UPRR EXCLUSIVE
ROADWAY EASEMENT

EASEMENT ATTACHMENT "A"

DATE
FEBRUARY 12, 2014

SHEET NO.
3 OF 4

PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON

SEE SHEET 3 OF 4



1"=100'

PARCEL #
1824049008

WESTERLY MARGIN EXCLUSIVE ROADWAY EASEMENT

EASTERLY MARGIN EXCLUSIVE ROADWAY EASEMENT

2'
20'

LEGEND

//////, EXCLUSIVE ROADWAY EASEMENT LOCATION

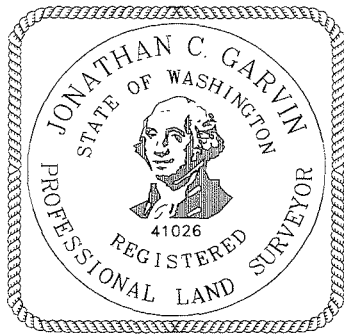
PARCEL #
7666207536

SOUTHERN TERMINUS OF EXCLUSIVE ROADWAY EASEMENT, NORTHERN TERMINUS OF NON-EXCLUSIVE ROADWAY EASEMENT

WESTERLY MARGIN NON-EXCLUSIVE ROADWAY EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L5	237.42	S31°42'43"E
L6	2.02	S58°27'22"W
L7	237.42	N31°42'43"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C3	139.56	1038.23	7°42'07"
C4	139.56	1036.23	7°42'59"



COLORADO
AVE. S.



ARGO YARD TRUCK ROADWAY
UPRR EXCLUSIVE
ROADWAY EASEMENT

EASEMENT ATTACHMENT "A"

DATE

FEBRUARY 12, 2014

SHEET NO.

4 OF 4

Attachment "B"
UPRR Exclusive Roadway Easement

Benefitted Property

[Insert legal description of Port property benefitted by the easement]

Attachment B
UPRR Exclusive Roadway Easement
Benefitted Property

TERMINAL 18

Those portions of Blocks 393, 394, 395, 396, 398, 399, 400, 401 and 402, Seattle Tide Lands, portions of Block A, Frink's Waterfront Addition, together with portions of vacated streets and alleys, as shown on Record of Survey filed under recording number 9804079015, records of King County, Washington, located in the NW 1/4, Section 18, Township 24 North, Range 4 East, W.M., SW 1/4 Section 7, Township 24 North, Range 4 East, W.M., NW 1/4, Section 7, Township 24 North, Range 4 East, W.M. King County, Washington, described as follows:

Beginning at the intersection on the north margin of Southwest Spokane Street with the westerly margin of 10th Avenue Southwest; thence South $88^{\circ}51'34''$ East along said north margin of SW Spokane Street a distance of 51.65 feet to the centerline of 10th Avenue Southwest; thence North $15^{\circ}38'26''$ East along said centerline a distance of 30.89 feet; thence North $74^{\circ}21'34''$ West a distance of 170.34 feet to the True Point of Beginning; thence North $00^{\circ}21'44''$ East a distance of 114.84 feet; thence North $15^{\circ}30'12''$ East a distance of 193.62 feet; thence South $88^{\circ}40'55''$ East a distance of 125.95 feet; thence South $74^{\circ}21'34''$ East a distance of 77.90 feet; thence North $15^{\circ}39'07''$ East a distance of 253.36 feet; thence North $01^{\circ}11'42''$ East a distance of 87.23 feet; thence South $88^{\circ}55'17''$ East a distance of 61.42 feet to the easterly face of the bullrail located along the East Waterway; thence North $01^{\circ}09'09''$ East along said bullrail a distance of 6142.85 feet to the northeasterly bullrail corner; thence North $88^{\circ}33'07''$ West along the northerly face of the bullrail a distance of 99.56 feet to the beginning of a fence; thence along said fence the following courses: South $00^{\circ}56'46''$ West a distance of 121.49 feet to the beginning of a non-tangent curve having a radius of 110.00 feet and whose center bears South $10^{\circ}06'41''$ West; thence southwesterly along said curve a distance of 77.69 feet through a central angle of $40^{\circ}27'54''$; thence South $59^{\circ}38'47''$ West a distance of 676.69 feet to a point on the north line of lease boundary that intersects with the projected line of the East face of the proposed barrier wall; thence South $01^{\circ}01'16''$ West along the projected line of the proposed barrier wall a distance of 3.46 feet to the east face of the proposed barrier wall; thence continuing along the east face of the proposed barrier wall South $01^{\circ}01'16''$ West a distance of 208.99 feet to the beginning of a curve to the right having a radius of 400.00 feet; thence along said curve a distance of 177.25 through a central angle of $25^{\circ}23'23''$; thence South $26^{\circ}24'39''$ West a distance of 212.10 feet to the beginning if a curve to the right having a radius of 300.00 feet; thence along said curve a distance of 86.64 feet through a central angle of $16^{\circ}32'49''$; thence South $42^{\circ}57'28''$ West a distance of 205.44 feet; thence North $88^{\circ}54'35''$ West a distance of 45.44 feet to the end of the Easterly face of the barrier wall; thence South $01^{\circ}05'23''$ West a distance of 695.24 feet; thence South $88^{\circ}47'09''$ West a distance of 49.91 feet thence; South $01^{\circ}12'51''$ West a distance of 11.58 feet; thence South $77^{\circ}10'47''$ East a distance of 6.34 feet; thence South $00^{\circ}38'57''$ East a distance of 89.45 feet; thence South $20^{\circ}20'25''$ West a distance of 61.54 feet; thence South $01^{\circ}08'48''$ West a distance of 107.63 feet to the beginning of a non-tangent curve having a radius of 530.00 feet and whose center bears South $34^{\circ}39'26''$ West; thence southeasterly along said curve a distance of 225.37 feet through a central

angle of 24°21'47"; thence South 58°46'57" West a distance of 48.15 feet to the beginning of a non-tangent curve having a radius of 423.42 feet and whose center bears South 63°44'01" West; thence southeasterly along said curve a distance of 202.58 feet through a central angle of 27°24'47"; thence South 01°08'48" West a distance of 1138.44 feet; thence North 88°51'12" West a distance of 4.99 feet; thence South 01°08'46" West a distance of 91.79 feet to the beginning of a curve to the right having a radius of 130.00 feet; thence said curve a distance of 77.15 feet through a central angle of 34°00'03" to a point of compound curvature having a radius of 54.00 feet; thence along said compound curve a distance of 137.54 feet through a central angle of 145°56'14"; thence North 01°05'02" East a distance of 66.63 feet to a point on the southerly margin of said Block 398, said point being North 88°51'15" West a distance of 86.42 feet from the southeast corner of said Block 398; thence North 88°51'15" West along the southerly margin of said Block 398 a distance of 176.94 feet; thence South 01°08'48" West a distance of 113.83 feet; thence South 17°47'36" West a distance of 320.18 feet; thence South 56°35'07" West a distance of 166.87 feet to the beginning of a curve to the right having a radius of 65.00 feet; thence along said curve a distance of 141.30 feet through a central angle of 124°33'18"; thence North 01°08'25" East a distance of 361.73 feet; thence North 88°51'15" West a distance of 35.35 feet to the northeast corner of said Block 402; thence continuing North 88°51'15" West along the northerly margin of said Block 402 a distance of 401.81 feet; thence South 45°45'37" West a distance of 178.84 feet; thence South 01°07'58" West a distance of 1715.24 feet to the beginning of a curve to the left having a radius of 495.00 feet; thence along said curve a distance of 356.05 feet through a central angle of 41°12'46"; thence South 40°04'47" East a distance of 368.65 feet to the beginning of a curve to the left having a radius of 42.00 feet; thence along said curve a distance of 35.91 feet through a central angle of 48°58'54"; thence South 89°03'41" East a distance of 145.84 feet to the beginning of a curve to the left having a radius of 8.00 feet; thence along said curve a distance of 12.57 feet through a central angle of 90°00'00" to a point of reverse curvature having a radius of 24.00 feet; thence along said curve a distance of 37.70 feet through a central angle of 90°00'00"; thence South 89°03'41" East a distance of 87.82 feet to the beginning of a curve to the left having a radius of 247.00 feet; thence along said curve a distance of 55.32 feet through a central angle of 12°49'55"; thence North 78° 06' 24" East a distance of 105.86 feet to the beginning of a curve to the right having a radius of 623.00 feet; thence along said curve a distance of 154.38 feet through a central angle of 14°11'51"; thence South 87°41'45" East a distance of 314.88 feet; thence South 01°08'48" West a distance of 283.54 feet; thence South 88°51'12" East a distance of 34.58 feet to the beginning of a non-tangent curve having a radius of 273.00 feet and whose center bears North 79°39'54" East; thence southeasterly along said curve a distance of 102.09 feet through a central angle of 21°25'35"; thence South 31°45'41" East a distance of 142.25 feet; thence South 88°51'44" East a distance of 160.62 feet; thence South 84°23'36" East a distance of 70.66 feet to the southwesterly corner of said Block 393; thence South 88°51'34" East along the southerly margin of said Block 393 a distance of 60.32 feet; thence North 00°21'44" East a distance of 72.56 feet to the True Point of Beginning.

Attachment "C"
UPRR Exclusive Roadway Easement

Memorandum of Easement

[On following pages insert Memorandum of Easement document]

When Recorded Return To:

Port of Seattle
Attention: Soojin Kim
P.O. Box 1209
Seattle, WA 98111

Title: Memorandum of Easement
Reference #:
Grantor: Union Pacific Railroad Company
Abbreviated Legal Description:
Tax Parcel Account Number:

Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is executed this day of , 20__ ,
by and between **Union Pacific Railroad Company**, a Delaware corporation ("Grantor"), with an
address at 1400 Douglas St., Mail Stop 1160, Omaha, NE 68179, attn. Director Premium
Operations, and **Port of Seattle**, a Washington municipal corporation ("Grantee"), with an
address at 2711 Alaskan Way, P.O. Box 1209, Seattle, WA 98111:

1. Grantor owns or controls the real property in the City of Seattle, County of King, ,
State of Washington as described on **Attachment "A"** (the "Premises").
2. Grantor and Grantee have entered into the **UPRR Exclusive Roadway Easement**,
dated , 20__ (the "Agreement") in which, subject to terms set
forth therein, Grantor grants Grantee a permanent, exclusive easement for a private,
dedicated truck roadway, barriers, fencing, light poles and related facilities over,
under, across and through the Premises (the "Easement") for the benefit of Grantee
and Grantee's employees, contractors, agents and invitees and Grantee's property
described in **Attachment "B."** If Grantee ever stops using the property described in
Attachment "B" for cargo-handling purposes, the parties agree to execute an

amendment to this Memorandum, substituting for Attachment “B” the property of Grantee then being used for such purposes.

3. This Memorandum of Easement is solely for the purpose of giving constructive notice of the Agreement and Easement. In the event of conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement control.

[Signatures and Notarial Acknowledgments on Following Pages]

GRANTOR:

Attest:

UNION PACIFIC RAILROAD COMPANY

Assistant Secretary

By: _____
Title: _____

(Seal)

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 201__, before me, _____, Notary Public in and for said County and State, personally appeared _____ and _____ who are the _____ and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

Attachment A
UPRR Exclusive Roadway Easement
Assessor's Parcel Nos. 7666207545 and 1824049008

An exclusive roadway easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of Assessor's Parcel Nos. 7666207545 and 1824049008, more particularly described as follows:

Commencing at a concrete filled pipe with lead and tack at the intersection of South Dakota Street and East Marginal Way;

Thence North 01°08'55" East, along the centerline of said East Marginal Way, a distance of 393.30 feet;

Thence South 88°51'05" East a distance of 111.39 feet to an angle point in the Right of Way margin of said East Marginal Way and the most northerly point of Assessor's Parcel No. 7666207545, said point being the Point of Beginning;

Thence South 39°53'29" East along the northeasterly boundary of said parcel and southwesterly Right of Way margin of said East Marginal Way, a distance of 87.67 feet to an angle point in said Right of Way margin, said point being on the westerly boundary of said parcel 1824049008; Thence North 14°51'59" West, along the westerly boundary of said parcel 1824049008, a distance of 1.06 feet to the beginning of a nontangent 121.50 foot radius curve to the right, the radius point of which bears South 68°07'13" West;

Thence southeasterly along said curve, through a central angle of 15°04'44" and an arc distance of 31.98 feet;

Thence South 06°48'02" East a distance of 205.38 feet to the beginning of a tangent 249.25 foot radius curve to the left;

Thence southeasterly along said curve, through a central angle of 10°26'16" and an arc distance of 45.41 feet to a point on the southerly boundary of said parcel 7666207545, said point hereinafter described as Point "A";

Thence North 88°49'33" West, along the southerly boundary of said parcel 1824049008, a distance of 20.99 feet to the beginning of a nontangent 269.25 foot radius curve to the right, the radius point of which bears North 74°10'22" East;

Thence northwesterly along said curve, through a central angle of 09°01'36" and an arc distance of 42.42 feet;

Thence North 08°13'34" West a distance of 176.80 feet to the beginning of a tangent 178.00 foot radius curve to the left;

Thence northwesterly along said curve, through a central angle of 32°22'20" and an arc distance of 100.57 feet;

Thence North 40°01'37" West a distance of 6.46 feet to a point on the westerly boundary of said Assessor's Parcel No. 7666207545;

Thence North 03°42'55" East, along the westerly boundary of said parcel, a distance of 33.21 feet to the Point of Beginning.

TOGETHER WITH:

Commencing at the hereinbefore described Point "A", said point being on a 249.25 foot radius curve to the right, the radius point of which bears North 72°45'42" East;
Thence southeasterly along said curve, through a central angle of 22°19'51" and an arc distance of 97.14 feet;
Thence South 40°17'01" East a distance of 20.75 feet to a point on the westerly boundary of said parcel 1824049008, said point hereinafter described as Point "B";
Thence continuing South 40°17'01" East a distance of 4.63 feet;
Thence South 39°55'07" East a distance of 167.93 feet to the beginning of a tangent 399.27 foot radius curve to the right;
Thence southeasterly along said curve, through a central angle of 8°12'24" and an arc distance of 57.19 feet;
Thence South 31°42'43" East a distance of 237.42 feet to the beginning of a tangent 1038.23 foot radius curve to the right;
Thence southeasterly along said curve, through a central angle of 7°42'07" and an arc distance of 139.56 feet;
Thence South 58°27'22" West a distance of 2.02 feet to the beginning of a nontangent 1036.23 foot radius curve to the left, the radius point of which bears South 66°00'17" West;
Thence northwesterly along said curve, through a central angle of 7°42'59" and an arc distance of 139.56 feet;
Thence North 31°42'43" West a distance of 237.42 feet to the beginning of a tangent 397.27 foot radius curve to the left;
Thence northwesterly along said curve, through a central angle of 8°12'24" and an arc distance of 56.90 feet;
Thence North 39°55'07" West a distance of 167.93 feet;
Thence North 16°52'18" West a distance of 5.03 feet to the hereinbefore described Point "B" and the end of this description.

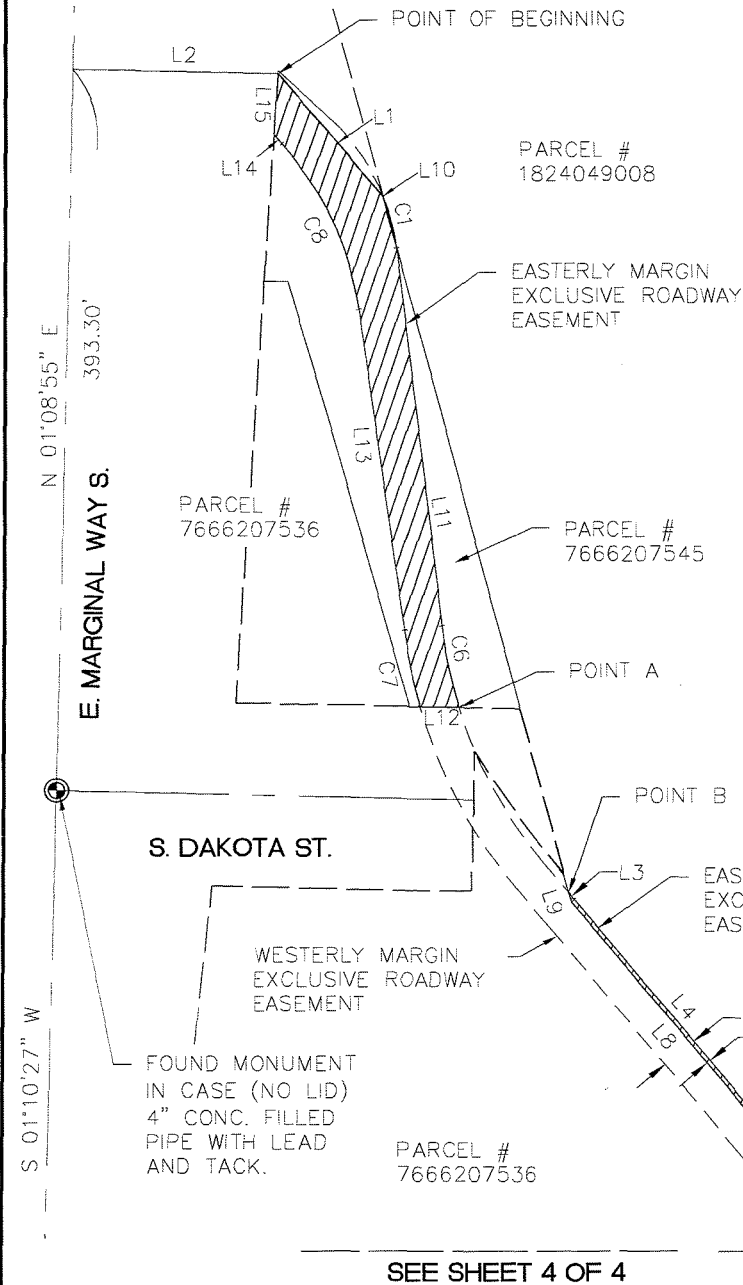
Having an area of 9,273 square feet, more or less, within said parcels 7666207545 and 1824049008.



PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON



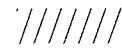
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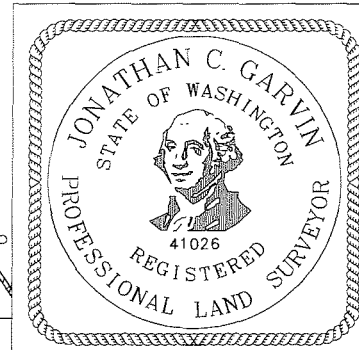
LINE TABLE		
LINE	LENGTH	BEARING
L1	87.67	S39°53'29"E
L2	111.39	S88°51'05"E
L3	4.63	S40°17'01"E
L4	167.93	S39°55'07"E
L8	167.93	N39°55'07"W
L9	5.03	N16°52'18"W
L10	1.06	N14°51'59"W
L11	205.38	S06°48'02"E
L12	20.99	N88°49'33"W
L13	176.80	N08°13'34"W
L14	6.46	N40°01'37"W
L15	33.21	N03°42'55"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	31.98	121.50	15°04'44"
C2	57.19	399.27	8°12'24"
C5	56.90	397.27	8°12'24"
C6	45.41	249.25	10°26'16"
C7	42.42	269.25	9°01'36"
C8	100.57	178.00	32°22'20"

LEGEND



EXCLUSIVE ROADWAY EASEMENT LOCATION



SEE SHEET 4 OF 4



ARGO YARD TRUCK ROADWAY
UPRR EXCLUSIVE
ROADWAY EASEMENT

DATE
FEBRUARY 12, 2014

EASEMENT ATTACHMENT "A"

SHEET NO.
3 OF 4

PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON

SEE SHEET 3 OF 4



1"=100'

PARCEL #
1824049008

WESTERLY MARGIN
EXCLUSIVE ROADWAY
EASEMENT

EASTERLY MARGIN
EXCLUSIVE ROADWAY
EASEMENT

LEGEND

//////, EXCLUSIVE ROADWAY
EASEMENT LOCATION

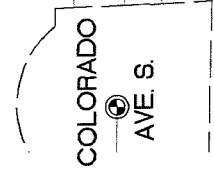
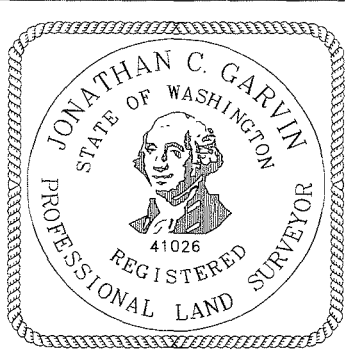
PARCEL #
7666207536

SOUTHERN TERMINUS OF EXCLUSIVE
ROADWAY EASEMENT, NORTHERN
TERMINUS OF NON-EXCLUSIVE
ROADWAY EASEMENT

WESTERLY MARGIN
NON-EXCLUSIVE
ROADWAY EASEMENT

LINE TABLE		
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L7	237.42	N31°42'43"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C3	139.56	1038.23	7°42'07"
C4	139.56	1036.23	7°42'59"



ARGO YARD TRUCK ROADWAY
UPRR EXCLUSIVE
ROADWAY EASEMENT

EASEMENT ATTACHMENT "A"

DATE
FEBRUARY 12, 2014

SHEET NO.
4 OF 4

Attachment B
UPRR Exclusive Roadway Easement
Benefitted Property

TERMINAL 18

Those portions of Blocks 393, 394, 395, 396, 398, 399, 400, 401 and 402, Seattle Tide Lands, portions of Block A, Frink's Waterfront Addition, together with portions of vacated streets and alleys, as shown on Record of Survey filed under recording number 9804079015, records of King County, Washington, located in the NW 1/4, Section 18, Township 24 North, Range 4 East, W.M., SW 1/4 Section 7, Township 24 North, Range 4 East, W.M., NW 1/4, Section 7, Township 24 North, Range 4 East, W.M. King County, Washington, described as follows:

Beginning at the intersection on the north margin of Southwest Spokane Street with the westerly margin of 10th Avenue Southwest; thence South $88^{\circ}51'34''$ East along said north margin of SW Spokane Street a distance of 51.65 feet to the centerline of 10th Avenue Southwest; thence North $15^{\circ}38'26''$ East along said centerline a distance of 30.89 feet; thence North $74^{\circ}21'34''$ West a distance of 170.34 feet to the True Point of Beginning; thence North $00^{\circ}21'44''$ East a distance of 114.84 feet; thence North $15^{\circ}30'12''$ East a distance of 193.62 feet; thence South $88^{\circ}40'55''$ East a distance of 125.95 feet; thence South $74^{\circ}21'34''$ East a distance of 77.90 feet; thence North $15^{\circ}39'07''$ East a distance of 253.36 feet; thence North $01^{\circ}11'42''$ East a distance of 87.23 feet; thence South $88^{\circ}55'17''$ East a distance of 61.42 feet to the easterly face of the bullrail located along the East Waterway; thence North $01^{\circ}09'09''$ East along said bullrail a distance of 6142.85 feet to the northeasterly bullrail corner; thence North $88^{\circ}33'07''$ West along the northerly face of the bullrail a distance of 99.56 feet to the beginning of a fence; thence along said fence the following courses: South $00^{\circ}56'46''$ West a distance of 121.49 feet to the beginning of a non-tangent curve having a radius of 110.00 feet and whose center bears South $10^{\circ}06'41''$ West; thence southwesterly along said curve a distance of 77.69 feet through a central angle of $40^{\circ}27'54''$; thence South $59^{\circ}38'47''$ West a distance of 676.69 feet to a point on the north line of lease boundary that intersects with the projected line of the East face of the proposed barrier wall; thence South $01^{\circ}01'16''$ West along the projected line of the proposed barrier wall a distance of 3.46 feet to the east face of the proposed barrier wall; thence continuing along the east face of the proposed barrier wall South $01^{\circ}01'16''$ West a distance of 208.99 feet to the beginning of a curve to the right having a radius of 400.00 feet; thence along said curve a distance of 177.25 through a central angle of $25^{\circ}23'23''$; thence South $26^{\circ}24'39''$ West a distance of 212.10 feet to the beginning of a curve to the right having a radius of 300.00 feet; thence along said curve a distance of 86.64 feet through a central angle of $16^{\circ}32'49''$; thence South $42^{\circ}57'28''$ West a distance of 205.44 feet; thence North $88^{\circ}54'35''$ West a distance of 45.44 feet to the end of the Easterly face of the barrier wall; thence South $01^{\circ}05'23''$ West a distance of 695.24 feet; thence South $88^{\circ}47'09''$ West a distance of 49.91 feet thence; South $01^{\circ}12'51''$ West a distance of 11.58 feet; thence South $77^{\circ}10'47''$ East a distance of 6.34 feet; thence South $00^{\circ}38'57''$ East a distance of 89.45 feet; thence South $20^{\circ}20'25''$ West a distance of 61.54 feet; thence South $01^{\circ}08'48''$ West a distance of 107.63 feet to the beginning of a non-tangent curve having a radius of 530.00 feet and whose center bears South $34^{\circ}39'26''$ West; thence southeasterly along said curve a distance of 225.37 feet through a central

angle of 24°21'47"; thence South 58°46'57" West a distance of 48.15 feet to the beginning of a non-tangent curve having a radius of 423.42 feet and whose center bears South 63°44'01" West; thence southeasterly along said curve a distance of 202.58 feet through a central angle of 27°24'47"; thence South 01°08'48" West a distance of 1138.44 feet; thence North 88°51'12" West a distance of 4.99 feet; thence South 01°08'46" West a distance of 91.79 feet to the beginning of a curve to the right having a radius of 130.00 feet; thence said curve a distance of 77.15 feet through a central angle of 34°00'03" to a point of compound curvature having a radius of 54.00 feet; thence along said compound curve a distance of 137.54 feet through a central angle of 145°56'14"; thence North 01°05'02" East a distance of 66.63 feet to a point on the southerly margin of said Block 398, said point being North 88°51'15" West a distance of 86.42 feet from the southeast corner of said Block 398; thence North 88°51'15" West along the southerly margin of said Block 398 a distance of 176.94 feet; thence South 01°08'48" West a distance of 113.83 feet; thence South 17°47'36" West a distance of 320.18 feet; thence South 56°35'07" West a distance of 166.87 feet to the beginning of a curve to the right having a radius of 65.00 feet; thence along said curve a distance of 141.30 feet through a central angle of 124°33'18"; thence North 01°08'25" East a distance of 361.73 feet; thence North 88°51'15" West a distance of 35.35 feet to the northeast corner of said Block 402; thence continuing North 88°51'15" West along the northerly margin of said Block 402 a distance of 401.81 feet; thence South 45°45'37" West a distance of 178.84 feet; thence South 01°07'58" West a distance of 1715.24 feet to the beginning of a curve to the left having a radius of 495.00 feet; thence along said curve a distance of 356.05 feet through a central angle of 41°12'46"; thence South 40°04'47" East a distance of 368.65 feet to the beginning of a curve to the left having a radius of 42.00 feet; thence along said curve a distance of 35.91 feet through a central angle of 48°58'54"; thence South 89°03'41" East a distance of 145.84 feet to the beginning of a curve to the left having a radius of 8.00 feet; thence along said curve a distance of 12.57 feet through a central angle of 90°00'00" to a point of reverse curvature having a radius of 24.00 feet; thence along said curve a distance of 37.70 feet through a central angle of 90°00'00"; thence South 89°03'41" East a distance of 87.82 feet to the beginning of a curve to the left having a radius of 247.00 feet; thence along said curve a distance of 55.32 feet through a central angle of 12°49'55"; thence North 78° 06' 24" East a distance of 105.86 feet to the beginning of a curve to the right having a radius of 623.00 feet; thence along said curve a distance of 154.38 feet through a central angle of 14°11'51"; thence South 87°41'45" East a distance of 314.88 feet; thence South 01°08'48" West a distance of 283.54 feet; thence South 88°51'12" East a distance of 34.58 feet to the beginning of a non-tangent curve having a radius of 273.00 feet and whose center bears North 79°39'54" East; thence southeasterly along said curve a distance of 102.09 feet through a central angle of 21°25'35"; thence South 31°45'41" East a distance of 142.25 feet; thence South 88°51'44" East a distance of 160.62 feet; thence South 84°23'36" East a distance of 70.66 feet to the southwesterly corner of said Block 393; thence South 88°51'34" East along the southerly margin of said Block 393 a distance of 60.32 feet; thence North 00°21'44" East a distance of 72.56 feet to the True Point of Beginning.

EXHIBIT 2

UPRR NON-EXCLUSIVE ROADWAY EASEMENT

UPRR Non-Exclusive Roadway Easement

This Agreement for **UPRR Non-Exclusive Roadway Easement** ("Easement") is entered into as of _____, 2014 ("Effective Date") by and between **Union Pacific Railroad Company**, a Delaware corporation ("Grantor") and **Port of Seattle**, a Washington municipal corporation ("Grantee").

- A. Grantor owns or controls certain real property in Seattle, Washington, as legally described and depicted on **Attachment "A"** (the "**Premises**").
- B. Grantee has requested that Grantor grant to Grantee a **non-exclusive easement** over the Premises for the Easement Purpose (as defined below).
- C. On December 13, 2011, Grantee's Port of Seattle Commissioners authorized acquisition of real property interests for the Argo Yard Truck Roadway Project. The Project is described in the Memorandum of Understanding dated January 25, 2012 among the Port of Seattle, Washington State Freight Mobility Strategic Investment Board, Prologis L.P., City of Seattle and Union Pacific Railroad Company, which MOU was subsequently supplemented, clarified and amended by that Supplemental Agreement dated _____.
- D. Grantor has agreed to grant Grantee the requested easement subject to the terms and conditions of this Agreement in consideration of the benefits associated with the Project. The Project involves construction of a private southbound dedicated truck roadway from a point east of East Marginal Way at a newly constructed underpass of the rebuilt SR 99/East Marginal Way trestle to the Argo Rail Yard gate, and addresses stormwater treatment and lighting along the roadway.

NOW, THEREFORE, the parties agree as follows:

Section 1 Granting of Easement.

- 1.1 Easement Purpose. The "Easement Purpose" will be for:
- (a) activities related to construction of a private truck roadway from a point east of East Marginal Way South at a newly constructed underpass of the rebuilt SR 99/East Marginal Way South trestle to the Argo Rail Yard gate;
 - (b) operation and use of the roadway, once constructed, as a private, southbound dedicated truck access into Argo Rail Yard and also for the use of adjoining landowner Prologis, L.P. ("Prologis"), as described in Section 1.2, but for no other users without the permission of the Grantee;
 - (c) inspection, maintenance, repair and replacement of the roadway and its associated materials and structures, including but not limited to stormwater

conveyancing structures, drainage, paving, and jersey barriers, fencing and light poles along the easterly edge of the roadway; and
(d) such additional uses as necessary for accomplishing those enumerated activities

by Grantee and Grantee's employees, contractors, agents, and invitees.

1.2 Use of Roadway by Prologis. The Easement may be used by Prologis provided Prologis (a) coordinates with Grantee any activity that has the potential to cause interruption of the use of the Easement for the Project; (b) exercises reasonable efforts to ensure that any such activities done by or for Prologis minimize, to the extent possible, disruption to operation of the Easement; (c) ensures that the use of the Easement by Prologis, or its tenants, contractors, or agents, to turn into Prologis's property, gives priority to cargo truck traffic along the roadway of which this Easement is a part; and (d) provides Grantee advance written notice of the timing and duration of activity with the potential to cause interruption at least 24 hours prior to commencement of the interruption, unless an emergency exists.

1.3 Grant. Grantor grants to Grantee a permanent, non-exclusive easement ("Easement") over, under, across and through the Premises for the Easement Purpose and for no other purpose.

1.4 Maintenance of Premises. Grantee will be responsible for maintenance associated with the operational use of the truck roadway, storm water drainage, barriers, fencing and light poles.

1.5 Term of Easement. The term of this Agreement will be perpetual, unless sooner abandoned as provided in Section 14 of this Agreement.

Section 2 Indemnification.

2.1 At Grantee's sole expense, Grantee will indemnify, hold harmless, and defend Grantor from and against any and all claims, lawsuits, damages, liabilities, fines, expenses, fees and costs of any kind, arising from Grantee's intentional misconduct, negligence, or breach or default in the performance of Grantee's responsibilities under the provisions of this Agreement. As used in this Section 2.1 the term "Grantee" will include employees, agents, contractors, and persons entering the Premises under the express or implied invitation of Grantee.

2.2 Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against Grantor by any entity, relating to any matter covered by this Agreement for which Grantee has an obligation to assume liability for and/or save and hold harmless Grantor. Grantee will pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 3 Environmental liability and potential costs of handling Construction-Derived Waste.

3.1 Definitions.

“**Hazardous Substance(s)**” means any substance, or substance containing any component, now or hereafter designated as a hazardous, dangerous, toxic or harmful substance, material or waste, subject to regulation under any Environmental Law.

“**Environmental Law**” shall mean any environmentally related local, state or federal law or regulation, ordinance or order, now or hereafter amended including, but not limited to: the Federal Clean Air Act; the Federal Clean Water Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Waste Management Recovery and Recycling Act; the Federal Toxic Substances Control Act; United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101) the Washington Hazardous Waste Management Act; Washington Model Toxics Control Act; the Washington Water Pollution Control Act; the Washington Underground Petroleum Storage Tanks Act; the Washington Industrial Safety and Health Act; the Washington Worker and Community Right to Know Act; the Washington Oil and Hazardous Substance Spill Prevention and Response Act; and any such other substances, materials and wastes as are or become regulated or subject to cleanup authority by any jurisdiction under any environmental laws.

“**Construction-Derived Waste**” (“**CDW**”) shall mean that soil or water generated from the excavation activities necessary for construction of Project Elements I and II which the Port determines must be removed from the easement area and construction site.

“**Hazardous/Dangerous CDW**” is soil or water that is designated as hazardous or dangerous under 40 CFR Part 260 and WAC 173-303 criteria by a party pursuant to the procedures in Section 3.4.6.

“**Non-Hazardous CDW**” is all other CDW. Non-Hazardous CDW is not necessarily “clean waste” and may contain pollutants that require special handling.

3.2 No Indemnity for Pre-Existing Hazardous Substances.

The Port’s participation in the Project shall create no obligation to indemnify or defend Grantee, or any other Party to the Project, their agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any hazardous substances in, under, or on property owned by Grantee or any other Party.

3.3 Waiver.

Grantor and Grantee shall waive and release each other, their agents, elected officials, officers or employees from any and all liability, loss, damage, expense, actions and claims arising from or related to any incremental increase in hazardous substances generated by whatever additional vehicle traffic there may be on the truck roadway when the Project is completed.

3.4 Testing and Disposal of Construction-Derived Waste.

3.4.1 Grantee will pay the cost for of disposal of any CDW generated during construction of Project Elements I and II. Grantee will collect and test the CDW.

3.4.2 Grantee, or the owner of the property from which the CDW was generated (“Property Owner”), will determine whether it is Hazardous/Dangerous CDW according to the procedures in Section 3.4.3. Grantee will generate soil profiles for disposal for all soil that is Non-Hazardous CDW, and will dispose of such wastes in a Subtitle D landfill (soil) or as appropriate (water).

3.4.3 If the Grantee identifies any of the waste generated during construction as “hazardous/ dangerous” waste, the Grantee and Grantor will have the following responsibilities and obligations:

a. Grantee’s responsibilities:

- (i) The Grantee will sample and characterize all Hazardous/Dangerous CDW and will keep wastes segregated and/or stockpiled according to the geographic origin of the CDW (by individual Property Owner).
- (ii) The Grantee will notify will notify the respective Property Owner of the existence of any Hazardous/ Dangerous CDW generated on its property.
- (iii) If the Property Owner agrees with the Grantee’s Hazardous/Dangerous CDW designation, the Grantee will coordinate transportation to the chosen waste disposal facility.
- (iv) If the Property Owner disagrees with the Grantee’s Hazardous/Dangerous CDW designation, then Section 3.4.3(b) will apply.

b. Property Owner responsibilities: Upon notification by the Grantee that Hazardous/Dangerous CDW has been generated on its property, the Property Owner will be responsible for the following:

- (i) The Property Owner will respond to the Grantee’s Hazardous/Dangerous CDW designation within five business days of notification by the Grantee of the Hazardous/Dangerous waste designation.
- (ii) Within five business days of confirming acceptance of the Hazardous/Dangerous CDW designation, the Property Owner will complete the necessary paperwork to acquire an EPA Waste ID number from the Washington State Department of Ecology if none has been previously established for the property.

- (iii) In the event that the Property Owner disagrees with the Grantee's Hazardous/Dangerous CDW designation, the Property Owner will be responsible for all the steps associated with disposal of the Non-Hazardous CDW. In such event, the Property Owner will notify Grantee within five business days of receiving the Grantee's notification of Hazardous/Dangerous CDW designation, that the Property Owner disagrees with the Grantee's designation and that the Property Owner has determined that the waste is Non-Hazardous CDW. Within 30 calendar days of notifying the Grantee of the Property Owner's disagreement with the Grantee's Hazardous/Dangerous CDW designation, the Property Owner will arrange for and complete the disposal of the disputed waste as Non-Hazardous CDW without the Grantee's assent or assistance, unless the Property Owner plans to dispose of the disputed waste by rail, in which case the Property Owner will have 90 days to do so. In such event, the Property Owner will submit an invoice to the Grantee for reimbursement of the disposal cost for the Non-Hazardous CDW, but in no event will the rate sought for reimbursement exceed the rate that the Grantee obtains from facilities for disposal of Non-Hazardous CDW. As used here, "rate" includes the cost of loading into trucks or rail cars, transportation, and actual disposal costs.
- (iv) When the Property Owner agrees with the Grantee's designation of Hazardous/Dangerous CDW, the Grantee will suggest, for the Property Owner's approval, a facility for waste disposal that meets federal and state criteria ("Port-suggested facility"). If the Property Owner wishes to dispose of waste at a facility different from the Port-suggested facility, the Grantee's responsibility for the cost of waste disposal will not exceed 100 percent of what it would cost at the Port-suggested facility.
- (v) Within 14 calendar days of receiving the Grantee's notification of Hazardous/Dangerous CDW designation, the Property Owner or its agent will sign an application prepared by the Grantee or its consultant to create/generate a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 Days. Creating/generating a profile will include but is not necessarily limited to submitting the EPA ID number assigned to the property, identifying the hauler of the Hazardous/Dangerous CDW, identifying the Property Owner and submitting the chemical and analytical data produced by the Grantee. If the Property Owner does not wish to have the Grantee prepare the manifest/application, the Property Owner will so indicate to Grantee and Property Owner will prepare the manifest/application and be responsible for creating/generating a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 days.
- (vi) The Property Owner or its agent will be responsible for signing as the waste generator on the Hazardous Waste Manifest and for recordkeeping required for Hazardous Waste Manifests per State and federal Regulations.
- (vii) The Grantee or its consultant will be responsible for preparing, and the Property Owner responsible for signing, all reporting associated with the Hazardous or Dangerous CDW shipped from the subject property; provided, however, if the Property Owner does not wish to have Grantee prepare the manifest/application, then the Property Owner will be responsible for such reporting. Notwithstanding anything to

the contrary in this provision, the Property Owner will be responsible for preparing the application/manifest and creating/generating a profile for all wastes shipped by rail.
(viii) The Property Owner will be responsible for closing out the EPA ID number with the Washington State Department of Ecology upon completion of Project Elements I and II.

Section 4 Legal Compliance. Grantee will observe and comply with any and all laws, including Environmental Laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction relating to the use of the Premises.

Section 5 Insurance. During the term of this Agreement, Grantee will maintain insurance in the amount and to the extent Grantee reasonably deems necessary to cover its activities on the Premises, which coverage Grantee may provide through its program of self-insurance.

Section 6. Grantor's Use of the Premises. Grantor, its successors and assigns, may use the Premises for cargo truck travel as long as it is consistent with the dedication of the Premises to operation and maintenance as a truck roadway and as long as it is not inconsistent with the rights herein granted and is subject to the conditions of this Agreement.

Section 7 Standard of Care. Grantee will perform all construction activities associated with its completion of the Project in compliance with all federal, state, and local laws, including Environmental Laws and with the terms of this Agreement. Grantee will exercise reasonable care in the performance of all its activities and will use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 8 Ownership of Project Improvements. Unless otherwise provided in this Agreement or in other approvals or agreements, Grantee will own the Project improvements made within the Easement area, including, without limitation, improvements constructed by either party at the cost and expense of Grantee. Nothing in this Agreement, however, will be construed as granting to the Grantee any interest or right in the Easement or the improvements within the Easement other than the rights expressly provided herein.

Section 9 Operations. Grantee will operate, maintain, and repair the Project located within the Easement in compliance with all federal, state, and local laws and in a manner consistent with industry standards. Grantee will exercise reasonable care in the performance of all its activities within the Easement and will use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 10 Liens and Encumbrances. Grantee will, at its sole cost, keep the Easement area free and clear of any liens or other encumbrances arising out of Grantee's activities under this Agreement.

Section 16 Recordation. It is understood and agreed that this Agreement will not be in recordable form and will not be placed on public record and any such recording will be a breach of this Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Attachment "C"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement will be recorded in the real estate records in the county where the Premises are located.

Section 17 Miscellaneous.

17.1 All questions concerning the interpretation or application of provisions of this Agreement will be decided according to the substantive laws of the State of Washington without regard to conflicts of law provisions.

17.2 To the fullest extent permitted by law, any dispute arising under or in connection with this Agreement or related to any subject matter which is the subject of this Agreement will be subject to the sole and exclusive jurisdiction of King County Superior Court. This choice of venue is intended by the parties to be mandatory and not permissive. Each party irrevocably consents to the jurisdiction of King County Superior Court in any such dispute and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the laying of venue in such court or that any such dispute which is brought in such court has been brought in an inconvenient forum.

17.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

17.4 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

17.5 Time is of the essence for the performance of this Agreement.

[Signature page follows]

Witness the execution of this Agreement as of the date first set forth above.

Grantor:

Union Pacific Railroad Company

By: _____
Name:
Title:

Grantee:

Port of Seattle, a Washington municipal corporation

By: _____
Name:
Title:

Attachment "A"
UPRR Non-Exclusive Roadway Easement

Premises

[Insert Legal Description]

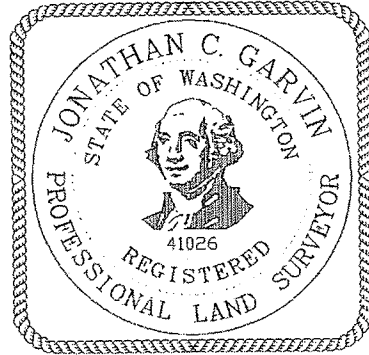
[Follow Legal Description page with depiction of Premises/Easement Area]

Attachment A
UPRR Non-Exclusive Roadway Easement
Assessor's Parcel No. 1824049008

A non-exclusive roadway easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of Assessor's Parcel No. 1824049008, more particularly described as follows:

Commencing at a nail set in a concrete block in a monument case at the center of a 55 foot radius curve on the centerline of Colorado Avenue South which bears North 01°08'08" East from a stamped "X" in a brass disk set in concrete in a monument case at the intersection of Denver Avenue South and said Colorado Avenue South, said curve being on the easterly boundary of Assessor's Parcel No. 7666207536, and said curve being on the boundary of a tract of land conveyed to the City of Seattle for street purposes under Auditor's File No. 8610100446; Thence North 38°25'09" West a distance of 55.00 feet to a point on the northerly end of said 55 foot radius curve on said easterly boundary of said Assessor's Parcel No. 7666207536, and westerly Right of Way margin of said Colorado Avenue South; Thence North 01°08'09" East along the easterly boundary of said parcel and westerly Right of Way margin a distance of 9.73 feet; Thence North 87°23'20" East along the boundary of said parcel and Right of Way margin a distance of 10.02 feet to the southwesterly corner of Assessor's Parcel No. 1824049008; Thence continuing North 87°23'20" East along the southerly boundary of said a distance of 27.95 feet to the Point of Beginning; Thence North 00°00'00" East, a distance of 63.84 feet to the beginning of a nontangent 534.10 foot radius curve to the left, the radius point of which bears South 89°16'26" West; Thence northerly along said curve, through a central angle of 16°24'06" and an arc distance of 152.89 feet, to a point on the westerly boundary of said parcel 1824049008; Thence North 01°08'11" East along said westerly boundary, a distance of 50.72 feet to an angle point in the boundary of said parcel; Thence North 23°33'01" West, along the southwesterly boundary of said parcel, a distance of 12.10 feet to the beginning of a tangent 1036.23 foot radius curve to the left; Thence northerly along said curve, through a central angle of 00°26'43" and an arc distance of 8.05 feet; Thence North 58°27'22" East a distance of 2.02 feet to the beginning of a nontangent 1038.23 foot radius curve to the right, the radius point which bears South 65°59'24" West; Thence southeasterly along said curve, through a central angle of 0°27'35" and an arc distance of 8.33 feet; Thence South 23°32'50" East a distance of 12.15 feet to the beginning of a nontangent 554.10 foot radius curve to the right, the radius point which bears South 67°52'03" West; Thence southerly along said curve, through a central angle of 21°25'11" and an arc distance of 207.15 feet; Thence South 00°00'00" East a distance of 63.06 feet to a point on the southerly boundary of said parcel; Thence South 87°23'20" West along said southerly boundary a distance of 20.02 feet to the Point of Beginning.

Having an overall area of 4,974 square feet, more or less, within said parcel 1824049008.



PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON



1"=100'

LEGEND

////// NON-EXCLUSIVE
ROADWAY EASEMENT
LOCATION

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.15	S23°32'50"E
L2	63.06	S00°00'00"E
L3	20.02	S87°23'20"W
L4	63.84	N00°00'00"E
L5	50.72	N01°08'11"E
L6	12.10	N23°33'01"W
L7	2.02	N58°27'22"E
L8	55.00	N38°25'09"W
L9	9.73	N01°08'09"E
L10	10.02	N87°23'20"E
L11	27.95	N87°23'20"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	8.33	1038.23	0°27'35"
C2	207.15	554.10	21°25'11"
C3	152.89	534.10	16°24'06"
C4	8.05	1036.23	0°26'43"



WESTERLY MARGIN
EXCLUSIVE ROADWAY
EASEMENT

PARCEL #
1824049008

EASTERLY MARGIN
EXCLUSIVE ROADWAY
EASEMENT

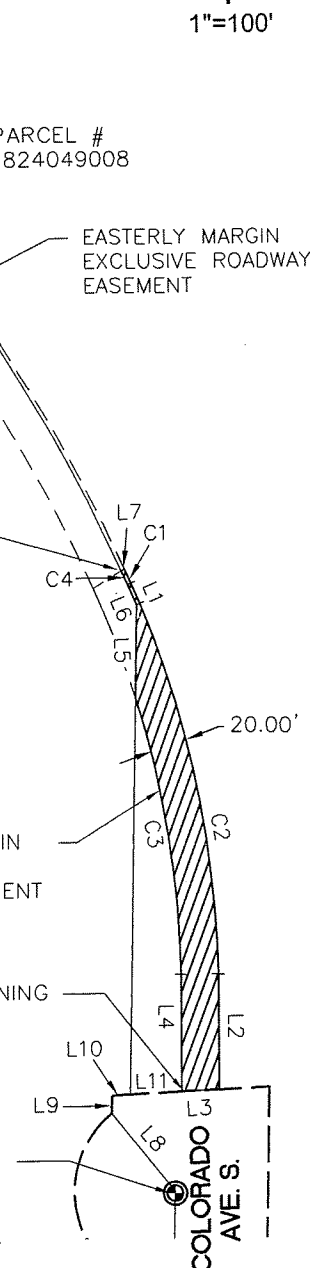
SOUTHERN TERMINUS OF EXCLUSIVE
ROADWAY EASEMENT, NORTHERN
TERMINUS OF NON-EXCLUSIVE
ROADWAY EASEMENT

PARCEL #
7666207536

WESTERLY MARGIN
NON-EXCLUSIVE
ROADWAY EASEMENT

POINT OF BEGINNING

FOUND MONUMENT IN CASE
AT COLORADO AVE SO.
NAIL SET IN CONC BLOCK
1.4' BELOW SURFACE GRADE.



ARGO YARD TRUCK ROADWAY
UPRR NON-EXCLUSIVE ROADWAY
EASEMENT

EASEMENT ATTACHMENT "A"

DATE
OCTOBER 30, 2013

SHEET NO.

3 OF 3

Attachment "B"
UPRR Non-Exclusive Roadway Easement

Benefitted Property

[Insert legal description of Port property benefitted by the easement]

Attachment B
UPRR Non-Exclusive Roadway Easement
Benefitted Property

TERMINAL 18

Those portions of Blocks 393, 394, 395, 396, 398, 399, 400, 401 and 402, Seattle Tide Lands, portions of Block A, Frink's Waterfront Addition, together with portions of vacated streets and alleys, as shown on Record of Survey filed under recording number 9804079015, records of King County, Washington, located in the NW 1/4, Section 18, Township 24 North, Range 4 East, W.M., SW 1/4 Section 7, Township 24 North, Range 4 East, W.M., NW 1/4, Section 7, Township 24 North, Range 4 East, W.M. King County, Washington, described as follows:

Beginning at the intersection on the north margin of Southwest Spokane Street with the westerly margin of 10th Avenue Southwest; thence South 88°51'34" East along said north margin of SW Spokane Street a distance of 51.65 feet to the centerline of 10th Avenue Southwest; thence North 15°38'26" East along said centerline a distance of 30.89 feet; thence North 74°21'34" West a distance of 170.34 feet to the True Point of Beginning; thence North 00°21'44" East a distance of 114.84 feet; thence North 15°30'12" East a distance of 193.62 feet; thence South 88°40'55" East a distance of 125.95 feet; thence South 74°21'34" East a distance of 77.90 feet; thence North 15°39'07" East a distance of 253.36 feet; thence North 01°11'42" East a distance of 87.23 feet; thence South 88°55'17" East a distance of 61.42 feet to the easterly face of the bullrail located along the East Waterway; thence North 01°09'09" East along said bullrail a distance of 6142.85 feet to the northeasterly bullrail corner; thence North 88°33'07" West along the northerly face of the bullrail a distance of 99.56 feet to the beginning of a fence; thence along said fence the following courses: South 00°56'46" West a distance of 121.49 feet to the beginning of a non-tangent curve having a radius of 110.00 feet and whose center bears South 10°06'41" West; thence southwesterly along said curve a distance of 77.69 feet through a central angle of 40°27'54"; thence South 59°38'47" West a distance of 676.69 feet to a point on the north line of lease boundary that intersects with the projected line of the East face of the proposed barrier wall; thence South 01°01'16" West along the projected line of the proposed barrier wall a distance of 3.46 feet to the east face of the proposed barrier wall; thence continuing along the east face of the proposed barrier wall South 01°01'16" West a distance of 208.99 feet to the beginning of a curve to the right having a radius of 400.00 feet; thence along said curve a distance of 177.25 through a central angle of 25° 23' 23"; thence South 26°24'39" West a distance of 212.10 feet to the beginning of a curve to the right having a radius of 300.00 feet; thence along said curve a distance of 86.64 feet through a central angle of 16°32'49"; thence South 42°57'28" West a distance of 205.44 feet; thence North 88°54'35" West a distance of 45.44 feet to the end of the Easterly face of the barrier wall; thence South 01°05'23" West a distance of 695.24 feet; thence South 88°47'09" West a distance of 49.91 feet thence; South 01°12'51" West a distance of 11.58 feet; thence South 77°10'47" East a distance of 6.34 feet; thence South 00°38'57" East a distance of 89.45 feet; thence South 20°20'25" West a distance of 61.54 feet; thence South 01°08'48" West a distance of 107.63 feet to the beginning of a non-tangent curve having a radius of 530.00 feet and whose center bears South 34°39'26" West; thence southeasterly along said curve a distance of 225.37 feet through a central

angle of 24°21'47"; thence South 58°46'57" West a distance of 48.15 feet to the beginning of a non-tangent curve having a radius of 423.42 feet and whose center bears South 63°44'01" West; thence southeasterly along said curve a distance of 202.58 feet through a central angle of 27°24'47"; thence South 01°08'48" West a distance of 1138.44 feet; thence North 88°51'12" West a distance of 4.99 feet; thence South 01°08'46" West a distance of 91.79 feet to the beginning of a curve to the right having a radius of 130.00 feet; thence said curve a distance of 77.15 feet through a central angle of 34°00'03" to a point of compound curvature having a radius of 54.00 feet; thence along said compound curve a distance of 137.54 feet through a central angle of 145°56'14"; thence North 01°05'02" East a distance of 66.63 feet to a point on the southerly margin of said Block 398, said point being North 88°51'15" West a distance of 86.42 feet from the southeast corner of said Block 398; thence North 88°51'15" West along the southerly margin of said Block 398 a distance of 176.94 feet; thence South 01°08'48" West a distance of 113.83 feet; thence South 17°47'36" West a distance of 320.18 feet; thence South 56°35'07" West a distance of 166.87 feet to the beginning of a curve to the right having a radius of 65.00 feet; thence along said curve a distance of 141.30 feet through a central angle of 124°33'18"; thence North 01°08'25" East a distance of 361.73 feet; thence North 88°51'15" West a distance of 35.35 feet to the northeast corner of said Block 402; thence continuing North 88°51'15" West along the northerly margin of said Block 402 a distance of 401.81 feet; thence South 45°45'37" West a distance of 178.84 feet; thence South 01°07'58" West a distance of 1715.24 feet to the beginning of a curve to the left having a radius of 495.00 feet; thence along said curve a distance of 356.05 feet through a central angle of 41°12'46"; thence South 40°04'47" East a distance of 368.65 feet to the beginning of a curve to the left having a radius of 42.00 feet; thence along said curve a distance of 35.91 feet through a central angle of 48°58'54"; thence South 89°03'41" East a distance of 145.84 feet to the beginning of a curve to the left having a radius of 8.00 feet; thence along said curve a distance of 12.57 feet through a central angle of 90°00'00" to a point of reverse curvature having a radius of 24.00 feet; thence along said curve a distance of 37.70 feet through a central angle of 90°00'00"; thence South 89°03'41" East a distance of 87.82 feet to the beginning of a curve to the left having a radius of 247.00 feet; thence along said curve a distance of 55.32 feet through a central angle of 12°49'55"; thence North 78° 06' 24" East a distance of 105.86 feet to the beginning of a curve to the right having a radius of 623.00 feet; thence along said curve a distance of 154.38 feet through a central angle of 14°11'51"; thence South 87°41'45" East a distance of 314.88 feet; thence South 01°08'48" West a distance of 283.54 feet; thence South 88°51'12" East a distance of 34.58 feet to the beginning of a non-tangent curve having a radius of 273.00 feet and whose center bears North 79°39'54" East; thence southeasterly along said curve a distance of 102.09 feet through a central angle of 21°25'35"; thence South 31°45'41" East a distance of 142.25 feet; thence South 88°51'44" East a distance of 160.62 feet; thence South 84°23'36" East a distance of 70.66 feet to the southwesterly corner of said Block 393; thence South 88°51'34" East along the southerly margin of said Block 393 a distance of 60.32 feet; thence North 00°21'44" East a distance of 72.56 feet to the True Point of Beginning.

Attachment "C"
UPRR Non-Exclusive Roadway Easement

Memorandum of Easement

[On following pages insert Memorandum of Easement document]

the parties agree to execute an amendment to this Memorandum, substituting for Attachment "B" the property of Grantee then being used for such purposes.

3. This Memorandum of Easement is solely for the purpose of giving constructive notice of the Agreement and Easement. In the event of conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement control.

[Signatures and Notarial Acknowledgments on Following Pages]

GRANTOR:

Attest:

UNION PACIFIC RAILROAD COMPANY

Assistant Secretary

By: _____
Title: _____

(Seal)

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 201__, before me, _____, Notary Public in and for said County and State, personally appeared _____ and _____ who are the _____ and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

GRANTEE:

Port of Seattle, a Washington municipal corporation

By:
Name:
Title:

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

This instrument was acknowledged before me on the _____ day of _____, 20__, by
_____ (name) as _____ (title)
of the Port of Seattle, a _____.

Notary Public

(Seal)

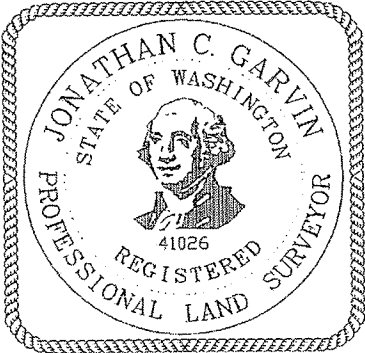
My appointment expires:

Attachment A
UPRR Non-Exclusive Roadway Easement
Assessor's Parcel No. 1824049008

A non-exclusive roadway easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of Assessor's Parcel No. 1824049008, more particularly described as follows:

Commencing at a nail set in a concrete block in a monument case at the center of a 55 foot radius curve on the centerline of Colorado Avenue South which bears North 01°08'08" East from a stamped "X" in a brass disk set in concrete in a monument case at the intersection of Denver Avenue South and said Colorado Avenue South, said curve being on the easterly boundary of Assessor's Parcel No. 7666207536, and said curve being on the boundary of a tract of land conveyed to the City of Seattle for street purposes under Auditor's File No. 8610100446;
Thence North 38°25'09" West a distance of 55.00 feet to a point on the northerly end of said 55 foot radius curve on said easterly boundary of said Assessor's Parcel No. 7666207536, and westerly Right of Way margin of said Colorado Avenue South;
Thence North 01°08'09" East along the easterly boundary of said parcel and westerly Right of Way margin a distance of 9.73 feet;
Thence North 87°23'20" East along the boundary of said parcel and Right of Way margin a distance of 10.02 feet to the southwesterly corner of Assessor's Parcel No. 1824049008;
Thence continuing North 87°23'20" East along the southerly boundary of said a distance of 27.95 feet to the Point of Beginning;
Thence North 00°00'00" East, a distance of 63.84 feet to the beginning of a nontangent 534.10 foot radius curve to the left, the radius point of which bears South 89°16'26" West;
Thence northerly along said curve, through a central angle of 16°24'06" and an arc distance of 152.89 feet, to a point on the westerly boundary of said parcel 1824049008;
Thence North 01°08'11" East along said westerly boundary, a distance of 50.72 feet to an angle point in the boundary of said parcel;
Thence North 23°33'01" West, along the southwesterly boundary of said parcel, a distance of 12.10 feet to the beginning of a tangent 1036.23 foot radius curve to the left;
Thence northerly along said curve, through a central angle of 00°26'43" and an arc distance of 8.05 feet;
Thence North 58°27'22" East a distance of 2.02 feet to the beginning of a nontangent 1038.23 foot radius curve to the right, the radius point which bears South 65°59'24" West;
Thence southeasterly along said curve, through a central angle of 0°27'35" and an arc distance of 8.33 feet;
Thence South 23°32'50" East a distance of 12.15 feet to the beginning of a nontangent 554.10 foot radius curve to the right, the radius point which bears South 67°52'03" West;
Thence southerly along said curve, through a central angle of 21°25'11" and an arc distance of 207.15 feet;
Thence South 00°00'00" East a distance of 63.06 feet to a point on the southerly boundary of said parcel;
Thence South 87°23'20" West along said southerly boundary a distance of 20.02 feet to the Point of Beginning.

Having an overall area of 4,974 square feet, more or less, within said parcel 1824049008.



PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON



1"=100'

LEGEND

////// NON-EXCLUSIVE ROADWAY EASEMENT LOCATION

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.15	S23°32'50"E
L2	63.06	S00°00'00"E
L3	20.02	S87°23'20"W
L4	63.84	N00°00'00"E
L5	50.72	N01°08'11"E
L6	12.10	N23°33'01"W
L7	2.02	N58°27'22"E
L8	55.00	N38°25'09"W
L9	9.73	N01°08'09"E
L10	10.02	N87°23'20"E
L11	27.95	N87°23'20"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	8.33	1038.23	0°27'35"
C2	207.15	554.10	21°25'11"
C3	152.89	534.10	16°24'06"
C4	8.05	1036.23	0°26'43"



WESTERLY MARGIN EXCLUSIVE ROADWAY EASEMENT

SOUTHERN TERMINUS OF EXCLUSIVE ROADWAY EASEMENT, NORTHERN TERMINUS OF NON-EXCLUSIVE ROADWAY EASEMENT

PARCEL # 7666207536

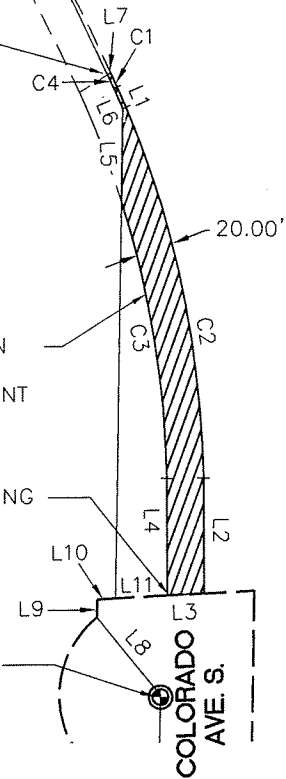
PARCEL # 1824049008

EASTERLY MARGIN EXCLUSIVE ROADWAY EASEMENT

WESTERLY MARGIN NON-EXCLUSIVE ROADWAY EASEMENT

POINT OF BEGINNING

FOUND MONUMENT IN CASE AT COLORADO AVE SO. NAIL SET IN CONC BLOCK 1.4' BELOW SURFACE GRADE.



ARGO YARD TRUCK ROADWAY
UPRR NON-EXCLUSIVE ROADWAY
EASEMENT

EASEMENT ATTACHMENT "A"

DATE
OCTOBER 30, 2013

SHEET NO.
3 OF 3

Attachment B
UPRR Non-Exclusive Roadway Easement
Benefitted Property

TERMINAL 18

Those portions of Blocks 393, 394, 395, 396, 398, 399, 400, 401 and 402, Seattle Tide Lands, portions of Block A, Frink's Waterfront Addition, together with portions of vacated streets and alleys, as shown on Record of Survey filed under recording number 9804079015, records of King County, Washington, located in the NW 1/4, Section 18, Township 24 North, Range 4 East, W.M., SW 1/4 Section 7, Township 24 North, Range 4 East, W.M., NW 1/4, Section 7, Township 24 North, Range 4 East, W.M. King County, Washington, described as follows:

Beginning at the intersection on the north margin of Southwest Spokane Street with the westerly margin of 10th Avenue Southwest; thence South 88°51'34" East along said north margin of SW Spokane Street a distance of 51.65 feet to the centerline of 10th Avenue Southwest; thence North 15°38'26" East along said centerline a distance of 30.89 feet; thence North 74°21'34" West a distance of 170.34 feet to the True Point of Beginning; thence North 00°21'44" East a distance of 114.84 feet; thence North 15°30'12" East a distance of 193.62 feet; thence South 88°40'55" East a distance of 125.95 feet; thence South 74°21'34" East a distance of 77.90 feet; thence North 15°39'07" East a distance of 253.36 feet; thence North 01°11'42" East a distance of 87.23 feet; thence South 88°55'17" East a distance of 61.42 feet to the easterly face of the bullrail located along the East Waterway; thence North 01°09'09" East along said bullrail a distance of 6142.85 feet to the northeasterly bullrail corner; thence North 88°33'07" West along the northerly face of the bullrail a distance of 99.56 feet to the beginning of a fence; thence along said fence the following courses: South 00°56'46" West a distance of 121.49 feet to the beginning of a non-tangent curve having a radius of 110.00 feet and whose center bears South 10°06'41" West; thence southwesterly along said curve a distance of 77.69 feet through a central angle of 40°27'54"; thence South 59°38'47" West a distance of 676.69 feet to a point on the north line of lease boundary that intersects with the projected line of the East face of the proposed barrier wall; thence South 01°01'16" West along the projected line of the proposed barrier wall a distance of 3.46 feet to the east face of the proposed barrier wall; thence continuing along the east face of the proposed barrier wall South 01°01'16" West a distance of 208.99 feet to the beginning of a curve to the right having a radius of 400.00 feet; thence along said curve a distance of 177.25 through a central angle of 25° 23' 23"; thence South 26°24'39" West a distance of 212.10 feet to the beginning if a curve to the right having a radius of 300.00 feet; thence along said curve a distance of 86.64 feet through a central angle of 16°32'49"; thence South 42°57'28" West a distance of 205.44 feet; thence North 88°54'35" West a distance of 45.44 feet to the end of the Easterly face of the barrier wall; thence South 01°05'23" West a distance of 695.24 feet; thence South 88°47'09" West a distance of 49.91 feet thence; South 01°12'51" West a distance of 11.58 feet; thence South 77°10'47" East a distance of 6.34 feet; thence South 00°38'57" East a distance of 89.45 feet; thence South 20°20'25" West a distance of 61.54 feet; thence South 01°08'48" West a distance of 107.63 feet to the beginning of a non-tangent curve having a radius of 530.00 feet and whose center bears South 34°39'26" West; thence southeasterly along said curve a distance of 225.37 feet through a central

angle of $24^{\circ}21'47''$ "; thence South $58^{\circ}46'57''$ West a distance of 48.15 feet to the beginning of a non-tangent curve having a radius of 423.42 feet and whose center bears South $63^{\circ}44'01''$ West; thence southeasterly along said curve a distance of 202.58 feet through a central angle of $27^{\circ}24'47''$ "; thence South $01^{\circ}08'48''$ West a distance of 1138.44 feet; thence North $88^{\circ}51'12''$ West a distance of 4.99 feet; thence South $01^{\circ}08'46''$ West a distance of 91.79 feet to the beginning of a curve to the right having a radius of 130.00 feet; thence said curve a distance of 77.15 feet through a central angle of $34^{\circ}00'03''$ to a point of compound curvature having a radius of 54.00 feet; thence along said compound curve a distance of 137.54 feet through a central angle of $145^{\circ}56'14''$ "; thence North $01^{\circ}05'02''$ East a distance of 66.63 feet to a point on the southerly margin of said Block 398, said point being North $88^{\circ}51'15''$ West a distance of 86.42 feet from the southeast corner of said Block 398; thence North $88^{\circ}51'15''$ West along the southerly margin of said Block 398 a distance of 176.94 feet; thence South $01^{\circ}08'48''$ West a distance of 113.83 feet; thence South $17^{\circ}47'36''$ West a distance of 320.18 feet; thence South $56^{\circ}35'07''$ West a distance of 166.87 feet to the beginning of a curve to the right having a radius of 65.00 feet; thence along said curve a distance of 141.30 feet through a central angle of $124^{\circ}33'18''$ "; thence North $01^{\circ}08'25''$ East a distance of 361.73 feet; thence North $88^{\circ}51'15''$ West a distance of 35.35 feet to the northeast corner of said Block 402; thence continuing North $88^{\circ}51'15''$ West along the northerly margin of said Block 402 a distance of 401.81 feet; thence South $45^{\circ}45'37''$ West a distance of 178.84 feet; thence South $01^{\circ}07'58''$ West a distance of 1715.24 feet to the beginning of a curve to the left having a radius of 495.00 feet; thence along said curve a distance of 356.05 feet through a central angle of $41^{\circ}12'46''$ "; thence South $40^{\circ}04'47''$ East a distance of 368.65 feet to the beginning of a curve to the left having a radius of 42.00 feet; thence along said curve a distance of 35.91 feet through a central angle of $48^{\circ}58'54''$ "; thence South $89^{\circ}03'41''$ East a distance of 145.84 feet to the beginning of a curve to the left having a radius of 8.00 feet; thence along said curve a distance of 12.57 feet through a central angle of $90^{\circ}00'00''$ to a point of reverse curvature having a radius of 24.00 feet; thence along said curve a distance of 37.70 feet through a central angle of $90^{\circ}00'00''$ "; thence South $89^{\circ}03'41''$ East a distance of 87.82 feet to the beginning of a curve to the left having a radius of 247.00 feet; thence along said curve a distance of 55.32 feet through a central angle of $12^{\circ}49'55''$ "; thence North $78^{\circ}06'24''$ East a distance of 105.86 feet to the beginning of a curve to the right having a radius of 623.00 feet; thence along said curve a distance of 154.38 feet through a central angle of $14^{\circ}11'51''$ "; thence South $87^{\circ}41'45''$ East a distance of 314.88 feet; thence South $01^{\circ}08'48''$ West a distance of 283.54 feet; thence South $88^{\circ}51'12''$ East a distance of 34.58 feet to the beginning of a non-tangent curve having a radius of 273.00 feet and whose center bears North $79^{\circ}39'54''$ East; thence southeasterly along said curve a distance of 102.09 feet through a central angle of $21^{\circ}25'35''$ "; thence South $31^{\circ}45'41''$ East a distance of 142.25 feet; thence South $88^{\circ}51'44''$ East a distance of 160.62 feet; thence South $84^{\circ}23'36''$ East a distance of 70.66 feet to the southwesterly corner of said Block 393; thence South $88^{\circ}51'34''$ East along the southerly margin of said Block 393 a distance of 60.32 feet; thence North $00^{\circ}21'44''$ East a distance of 72.56 feet to the True Point of Beginning.

EXHIBIT 3
UPRR STORMWATER TREATMENT SWALE
EASEMENT

UPRR Stormwater Treatment Swale Easement

This Agreement for **UPRR Stormwater Treatment Swale Easement** ("Easement") is entered into as of _____, 2014 ("Effective Date") by and between **Union Pacific Railroad Company**, a Delaware corporation ("Grantor") and **Port of Seattle**, a Washington municipal corporation ("Grantee").

- A. Grantor owns or controls certain real property in Seattle, Washington, as legally described and depicted on **Attachment "A"** (the "**Premises**").
- B. Grantee has requested that Grantor grant to Grantee an **easement** over the Premises for the Easement Purpose (as defined below).
- C. On December 13, 2011, Grantee's Port of Seattle Commissioners authorized acquisition of real property interests for the Argo Yard Truck Roadway Project. The Project is described in the Memorandum of Understanding dated January 25, 2012 among the Port of Seattle, Washington State Freight Mobility Strategic Investment Board, Prologis, L.P., City of Seattle and Union Pacific Railroad Company, which MOU was subsequently supplemented, clarified and amended by that Supplemental Agreement dated _____.
- D. Grantor has agreed to grant Grantee the requested easement subject to the terms and conditions of this Agreement in consideration of the benefits associated with the Project. The Project involves construction of a private southbound dedicated truck roadway from a point east of East Marginal Way South at a newly constructed underpass of the rebuilt SR 99/East Marginal Way South trestle to the Argo Rail Yard gate, and addresses stormwater treatment and lighting along the roadway.

NOW, THEREFORE, the parties agree as follows:

Section 1 Granting of Easement.

- 1.1 Easement Purpose. The "Easement Purpose" will be for:
- (a) Activities related to meeting green stormwater infrastructure requirements and/or construction and operation of stormwater treatment facilities to meet stormwater treatment needs arising out of the construction of the Argo Yard Truck Roadway;
 - (b) Inspection, maintenance, repair and replacement of green stormwater infrastructure and/or stormwater treatment facilities; and
 - (c) Such additional uses as necessary for accomplishing those enumerated activities.

by Grantee and Grantee's employees, contractors, agents, and invitees.

1.2 Grant. Grantor grants to Grantee a permanent, non-exclusive easement ("Easement") over, under, across and through the Premises for the Easement Purpose and for no other purpose.

1.3 Maintenance of Premises. Grantee will be responsible for maintenance of stormwater treatment facilities and/or green stormwater infrastructure constructed to meet stormwater treatment requirements arising out of construction of the Argo Yard Truck Roadway.

1.4 Term of Easement. The term of this Agreement will be perpetual, unless sooner abandoned as provided in Section 14 of this Agreement.

Section 2 Indemnification.

2.1 At Grantee's sole expense, Grantee will indemnify, hold harmless, and defend Grantor from and against any and all claims, lawsuits, damages, liabilities, fines, expenses, fees and costs of any kind, arising from Grantee's intentional misconduct, negligence, or breach or default in the performance of Grantee's responsibilities under the provisions of this Agreement. As used in this Section 2.1 the term "Grantee" will include employees, agents, contractors, and persons entering the Premises under the express or implied invitation of Grantee.

2.2 Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against Grantor by any entity, relating to any matter covered by this Agreement for which Grantee has an obligation to assume liability for and/or save and hold harmless Grantor. Grantee will pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 3 Environmental liability and potential costs of handling Construction-Derived Waste.

3.1 Definitions.

"Hazardous Substance(s)" means any substance, or substance containing any component, now or hereafter designated as a hazardous, dangerous, toxic or harmful substance, material or waste, subject to regulation under any Environmental Law.

"Environmental Law" shall mean any environmentally related local, state or federal law or regulation, ordinance or order, now or hereafter amended including, but not limited to: the Federal Clean Air Act; the Federal Clean Water Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and

Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Waste Management Recovery and Recycling Act; the Federal Toxic Substances Control Act; United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101) the Washington Hazardous Waste Management Act; Washington Model Toxics Control Act; the Washington Water Pollution Control Act; the Washington Underground Petroleum Storage Tanks Act; the Washington Industrial Safety and Health Act; the Washington Worker and Community Right to Know Act; the Washington Oil and Hazardous Substance Spill Prevention and Response Act; and any such other substances, materials and wastes as are or become regulated or subject to cleanup authority by any jurisdiction under any environmental laws.

“**Construction-Derived Waste**” (“**CDW**”) shall mean that soil or water generated from the excavation activities necessary for construction of Project Elements I and II which the Port determines must be removed from the easement area and construction site.

“**Hazardous/Dangerous CDW**” is soil or water that is designated as hazardous or dangerous under 40 CFR Part 260 and WAC 173-303 criteria by a party pursuant to the procedures in Section 3.4.6.

“**Non-Hazardous CDW**” is all other CDW. Non-Hazardous CDW is not necessarily “clean waste” and may contain pollutants that require special handling.

3.2 No Indemnity for Pre-Existing Hazardous Substances.

The Port’s participation in the Project shall create no obligation to indemnify or defend Grantee, or any other Party to the Project, their agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any hazardous substances in, under, or on property owned by Grantee or any other Party.

3.3 Waiver.

Grantor and Grantee shall waive and release each other, their agents, elected officials, officers or employees from any and all liability, loss, damage, expense, actions and claims arising from or related to any incremental increase in hazardous substances generated by whatever additional vehicle traffic there may be on the truck roadway when the Project is completed.

3.4 Testing and Disposal of Construction-Derived Waste.

3.4.1 Grantee will pay the cost for ~~of~~ disposal of any CDW generated during construction of Project Elements I and II. Grantee will collect and test the CDW.

3.4.2 Grantee, or the owner of the property from which the CDW was generated (“Property Owner”), will determine whether it is Hazardous/Dangerous CDW according to the procedures in Section 3.4.3. Grantee will generate soil profiles for disposal for all soil that is

Non-Hazardous CDW, and will dispose of such wastes in a Subtitle D landfill (soil) or as appropriate (water).

3.4.3 If the Grantee identifies any of the waste generated during construction as “hazardous/ dangerous” waste, the Grantee and Grantor will have the following responsibilities and obligations:

a. Grantee’s responsibilities:

(i) The Grantee will sample and characterize all Hazardous/Dangerous CDW and will keep wastes segregated and/or stockpiled according to the geographic origin of the CDW (by individual Property Owner).

(ii) The Grantee ~~will notify~~ will notify the respective Property Owner of the existence of any Hazardous/ Dangerous CDW generated on its property.

(iii) If the Property Owner agrees with the Grantee’s Hazardous/Dangerous CDW designation, the Grantee will coordinate transportation to the chosen waste disposal facility.

(iv) If the Property Owner disagrees with the Grantee’s Hazardous/Dangerous CDW designation, then Section 3.4.3(b) will apply.

b. Property Owner responsibilities: Upon notification by the Grantee that Hazardous/Dangerous CDW has been generated on its property, the Property Owner will be responsible for the following:

(i) The Property Owner will respond to the Grantee’s Hazardous/Dangerous CDW designation within five business days of notification by the Grantee of the Hazardous/Dangerous waste designation.

(ii) Within five business days of confirming acceptance of the Hazardous/Dangerous CDW designation, the Property Owner will complete the necessary paperwork to acquire an EPA Waste ID number from the Washington State Department of Ecology if none has been previously established for the property.

(iii) In the event that the Property Owner disagrees with the Grantee’s Hazardous/Dangerous CDW designation, the Property Owner will be responsible for all the steps associated with disposal of the Non-Hazardous CDW. In such event, the Property Owner will notify Grantee within five business days of receiving the Grantee’s notification of Hazardous/Dangerous CDW designation, that the Property Owner disagrees with the Grantee’s designation and that the Property Owner has determined that the waste is Non-Hazardous CDW. Within 30 calendar days of notifying the Grantee of the Property Owner’s disagreement with the Grantee’s Hazardous/Dangerous CDW designation, the Property Owner will arrange for and complete the disposal of the disputed waste as Non-Hazardous CDW without the Grantee’s assent or assistance, unless the Property Owner plans to dispose of the disputed waste by rail, in which case the Property Owner will have 90 days to do so. In such event, the Property Owner will submit an invoice to the Grantee for reimbursement of the disposal cost for the Non-Hazardous CDW, but in no event will the rate sought for reimbursement exceed the rate that the Grantee obtains from facilities for disposal of Non-Hazardous CDW. As used here, “rate” includes the cost of loading into trucks or rail cars, transportation, and actual disposal costs.

(iv) When the Property Owner agrees with the Grantee's designation of Hazardous/Dangerous CDW, the Grantee will suggest, for the Property Owner's approval, a facility for waste disposal that meets federal and state criteria ("Port-suggested facility"). If the Property Owner wishes to dispose of waste at a facility different from the Port-suggested facility, the Grantee's responsibility for the cost of waste disposal will not exceed 100 percent of what it would cost at the Port-suggested facility.

(v) Within 14 calendar days of receiving the Grantee's notification of Hazardous/Dangerous CDW designation, the Property Owner or its agent will sign an application prepared by the Grantee or its consultant to create/generate a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 Days. Creating/generating a profile will include but is not necessarily limited to submitting the EPA ID number assigned to the property, identifying the hauler of the Hazardous/Dangerous CDW, identifying the Property Owner and submitting the chemical and analytical data produced by the Grantee. If the Property Owner does not wish to have the Grantee prepare the manifest/application, the Property Owner will so indicate to Grantee and Property Owner will prepare the manifest/application and be responsible for creating/generating a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 days.

(vi) The Property Owner or its agent will be responsible for signing as the waste generator on the Hazardous Waste Manifest and for recordkeeping required for Hazardous Waste Manifests per State and federal Regulations.

(vii) The Grantee or its consultant will be responsible for preparing, and the Property Owner responsible for signing, all reporting associated with the Hazardous or Dangerous CDW shipped from the subject property; provided, however, if the Property Owner does not wish to have Grantee prepare the manifest/application, then the Property Owner will be responsible for such reporting. Notwithstanding anything to the contrary in this provision, the Property Owner will be responsible for preparing the application/manifest and creating/generating a profile for all wastes shipped by rail.

(viii) The Property Owner will be responsible for closing out the EPA ID number with the Washington State Department of Ecology upon completion of Project Elements I and II.

Section 4 Legal Compliance. Grantee will observe and comply with any and all laws, including Environmental Laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction relating to the use of the Premises.

Section 5 Insurance. During the term of this Agreement, Grantee will maintain insurance in the amount and to the extent Grantee reasonably deems necessary to cover its activities on the Premises, which coverage Grantee may provide through its program of self-insurance.

Section 6 Grantor's Use of the Premises. Grantor, its successors and assigns, may access and use the Premises for uses that do not interfere with the Easement Purpose, subject to the conditions of this Agreement.

Section 7 Standard of Care. Grantee will perform all construction activities associated with its completion of the Project in compliance with all federal, state, and local laws, including Environmental Laws and with the terms of this Agreement. Grantee will exercise reasonable care in the performance of all its activities and will use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 8 Ownership of Project Improvements. Unless otherwise provided in this Agreement or in other approvals or agreements, Grantee will own the Project improvements made within the Easement area, including, without limitation, improvements constructed by either party at the cost and expense of Grantee. Nothing in this Agreement, however, will be construed as granting to the Grantee any interest or right in the Easement or the improvements within the Easement other than the rights expressly provided herein.

Section 9 Operations. Grantee will operate, maintain, and repair the Project located within the Easement in compliance with all federal, state, and local laws and in a manner consistent with industry standards. Grantee will exercise reasonable care in the performance of all its activities within the Easement and will use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 10 Liens and Encumbrances. Grantee will, at its sole cost, keep the Easement area free and clear of any liens or other encumbrances arising out of Grantee's activities under this Agreement.

Section 11 Transfer of Interests. Grantee will not assign or transfer the Easement or any interest therein to any entity other than a successor agency that would operate and maintain the Project, without the express written consent of Grantor. Such consent will not be unreasonably withheld. All of the terms of this Agreement, whether so expressed or not, will be binding upon the respective successors and permitted assigns of the parties hereto and will inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

Section 12 Binding Effect. The Easement will run to the benefit of the roadway easement acquired by Grantee in that certain UPRR Exclusive Roadway Easement, a memorandum of which was recorded _____, 2014, as Doc. No. _____ in King County deed records.

Section 13 Authority to Execute Agreement. Grantor covenants that Grantor is the lawful owner of the Premises and has a good and lawful right to execute the Agreement.

Section 14 Termination and Reversion Upon Abandonment. Either party may terminate this Easement upon thirty (30) days written notice to the other in the event that Grantee or its successor agency permanently ceases operation and use of the truck roadway referenced in Section 12 or in the event that Grantee or its successor agency does not construct some portion

of the Project within the Easement area. In the event that the Easement terminates, all of the Grantee's rights to the Easement shall cease and all rights hereunder shall revert to Grantor.

Section 15 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same will be given and will be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantor: Union Pacific Railroad Company
1400 Douglas St.
Mail Stop 1160
Omaha, NE 68179

Attention: General Director of Premium Operations

Copy to: General Attorney
10031 Foothills Blvd.
Roseville, CA 95747

If to Grantee: Port of Seattle
P.O. Box 1209
Seattle, WA 98111

Attention: Seaport Managing Director

Copy to: General Counsel

Section 16 Recordation. It is understood and agreed that this Agreement will not be in recordable form and will not be placed on public record and any such recording will be a breach of this Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Attachment "B"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement will be recorded in the real estate records in the county where the Premises are located.

Section 17 Miscellaneous.

17.1 All questions concerning the interpretation or application of provisions of this Agreement will be decided according to the substantive laws of the State of Washington without regard to conflicts of law provisions.

17.2 To the fullest extent permitted by law, any dispute arising under or in connection with this Agreement or related to any subject matter which is the subject of this

Agreement will be subject to the sole and exclusive jurisdiction of King County Superior Court. This choice of venue is intended by the parties to be mandatory and not permissive. Each party irrevocably consents to the jurisdiction of King County Superior Court in any such dispute and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the laying of venue in such court or that any such dispute which is brought in such court has been brought in an inconvenient forum.

17.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

17.4 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

17.5 Time is of the essence for the performance of this Agreement.

[Signature page follows]

Witness the execution of this Agreement as of the date first set forth above.

Grantor:

Union Pacific Railroad Company

By: _____
Name:
Title:

Grantee:

Port of Seattle, a Washington municipal corporation

By: _____
Name:
Title:

Attachment "A"
UPRR Stormwater Treatment Swale Easement

Premises

[Insert Legal Description]

[Follow Legal Description page with depiction of Premises/Easement Area]

Attachment A
UPRR Stormwater Treatment Swale Easement
Assessor's Parcel No. 7666207545

A stormwater treatment swale easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of Assessor's Parcel No. 7666207545, more particularly described as follows:

Commencing at a concrete filled pipe with lead and tack at the intersection of South Dakota Street and East Marginal Way;

Thence North $01^{\circ}08'55''$ East, along the centerline of East Marginal Way, a distance of 50.00 feet;

Thence South $88^{\circ}49'33''$ East a distance of 96.00 feet to a point on the easterly Right of Way margin of East Marginal Way and the northerly Right of Way margin of South Dakota Street;

Thence South $88^{\circ}49'33''$ East along the northerly Right of Way margin of South Dakota Street, a distance of 93.22 feet to the southwesterly corner of Assessor's Parcel No. 7666207545 and the Point of Beginning;

Thence North $15^{\circ}46'44''$ West along the west line of said parcel a distance of 240.22 feet;

Thence North $88^{\circ}51'05''$ West a distance of 12.97 feet to a point on the easterly Right of Way margin of East Marginal Way South;

Thence North $03^{\circ}42'05''$ East, along said easterly Right of Way margin, a distance of 80.47 feet to the northwesterly corner of said parcel;

Thence South $40^{\circ}01'34''$ East a distance of 6.46 feet to the beginning of a nontangent 178.00 foot radius curve to the right, the radius point of which bears South $49^{\circ}23'55''$ West;

Thence southerly along said curve, through a central angle of $32^{\circ}22'31''$ and an arc distance of 100.58 feet;

Thence South $08^{\circ}13'34''$ East a distance of 176.80 feet to the beginning of a nontangent 269.25 foot radius curve to the left, the radius point of which bears North $83^{\circ}11'58''$ East;

Thence southeasterly along said curve, through a central angle of $9^{\circ}01'36''$ and an arc distance of 42.42 feet to a point on the northerly Right of Way margin of South Dakota Street;

Thence North $88^{\circ}49'33''$ West a distance of 5.70 feet along the northerly Right of Way margin of South Dakota Street to the Point of Beginning.

Having an area of 6,758 square feet, more or less.



PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON



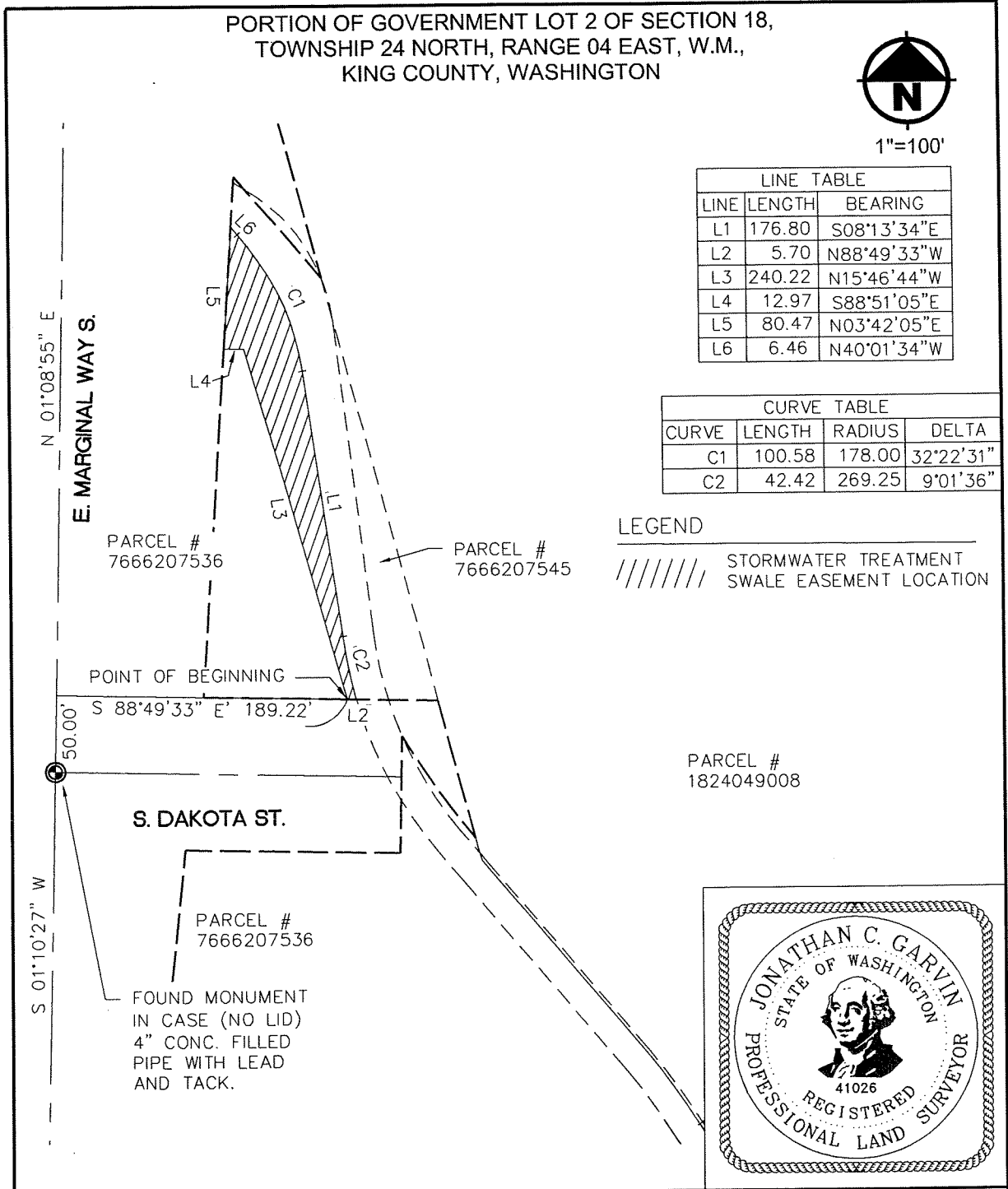
1"=100'

LINE TABLE		
LINE	LENGTH	BEARING
L1	176.80	S08°13'34"E
L2	5.70	N88°49'33"W
L3	240.22	N15°46'44"W
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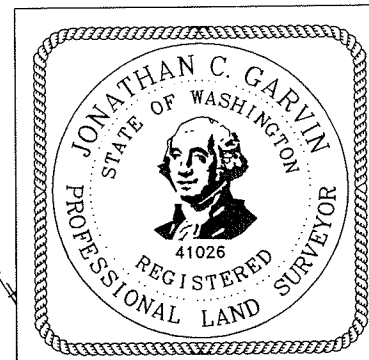
CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	100.58	178.00	32°22'31"
C2	42.42	269.25	9°01'36"

LEGEND

////// STORMWATER TREATMENT SWALE EASEMENT LOCATION



PARCEL #
1824049008



ARGO YARD TRUCK ROADWAY
UPRR STORMWATER TREATMENT
SWALE EASEMENT

EASEMENT ATTACHMENT "A"

DATE
OCTOBER 30, 2013

SHEET NO.
2 OF 2

Attachment "B"
UPRR Stormwater Treatment Swale Easement

Memorandum of Easement

[On following pages insert Memorandum of Easement document]

When Recorded Return To:

Port of Seattle
Attention: Soojin Kim
P.O. Box 1209
Seattle, WA 98111

Title: Memorandum of Easement
Reference #: N/A
Grantor: Union Pacific Railroad Company
Abbreviated Legal Description:
Tax Parcel Account Number:

Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is executed this _____ day of _____, 20__, by and between **Union Pacific Railroad Company**, a Delaware corporation ("Grantor"), with an address at 1400 Douglas St., Mail Stop 1160, Omaha, NE 68179, attn. Director Premium Operations, and **Port of Seattle**, a Washington municipal corporation ("Grantee"), with an address at 2711 Alaskan Way, P.O. Box 1209, Seattle, WA 98111:

1. Grantor owns or controls the real property in the City of Seattle, County of King, , State of Washington as described on **Attachment "A"** (the "Premises").
2. Grantor and Grantee have entered into the **UPRR Stormwater Treatment Swale Easement**, dated _____, 20__ (the "Agreement") in which, subject to terms set forth therein, Grantor grants Grantee a permanent, non-exclusive easement for stormwater treatment facilities over, under, across and through the Premises (the "Easement") to meet stormwater treatment needs arising out of the construction of the Argo Yard Truck Roadway on adjacent property. The Easement runs to the benefit of Argo Yard Truck Roadway, an easement for which was acquired by Grantee in that certain UPRR Exclusive Roadway Easement, a memorandum of which was recorded _____, 2014, as Doc. No. _____ in King County deed records, and is for the benefit of Grantee and Grantee's employees, contractors, agents and invitees.

3. This Memorandum of Easement is solely for the purpose of giving constructive notice of the Agreement and Easement. In the event of conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement control.

[Signatures and Notarial Acknowledgments on Following Pages]

GRANTOR:

Attest:

UNION PACIFIC RAILROAD COMPANY

Assistant Secretary

By: _____
Title: _____

(Seal)

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 201__, before me, _____, Notary Public in and for said County and State, personally appeared _____ and _____ who are the _____ and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

Attachment A
UPRR Stormwater Treatment Swale Easement
Assessor's Parcel No. 7666207545

A stormwater treatment swale easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of Assessor's Parcel No. 7666207545, more particularly described as follows:

Commencing at a concrete filled pipe with lead and tack at the intersection of South Dakota Street and East Marginal Way;

Thence North $01^{\circ}08'55''$ East, along the centerline of East Marginal Way, a distance of 50.00 feet;

Thence South $88^{\circ}49'33''$ East a distance of 96.00 feet to a point on the easterly Right of Way margin of East Marginal Way and the northerly Right of Way margin of South Dakota Street;
Thence South $88^{\circ}49'33''$ East along the northerly Right of Way margin of South Dakota Street, a distance of 93.22 feet to the southwesterly corner of Assessor's Parcel No. 7666207545 and the Point of Beginning;

Thence North $15^{\circ}46'44''$ West along the west line of said parcel a distance of 240.22 feet;

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Thence North $03^{\circ}42'05''$ East, along said easterly Right of Way margin, a distance of 80.47 feet to the northwesterly corner of said parcel;

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Having an area of 6,758 square feet, more or less.



PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON



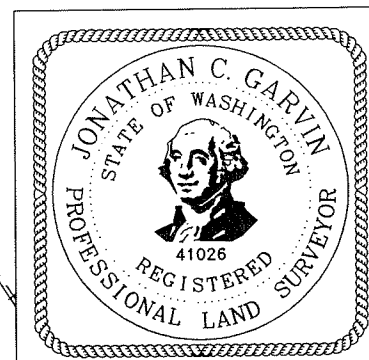
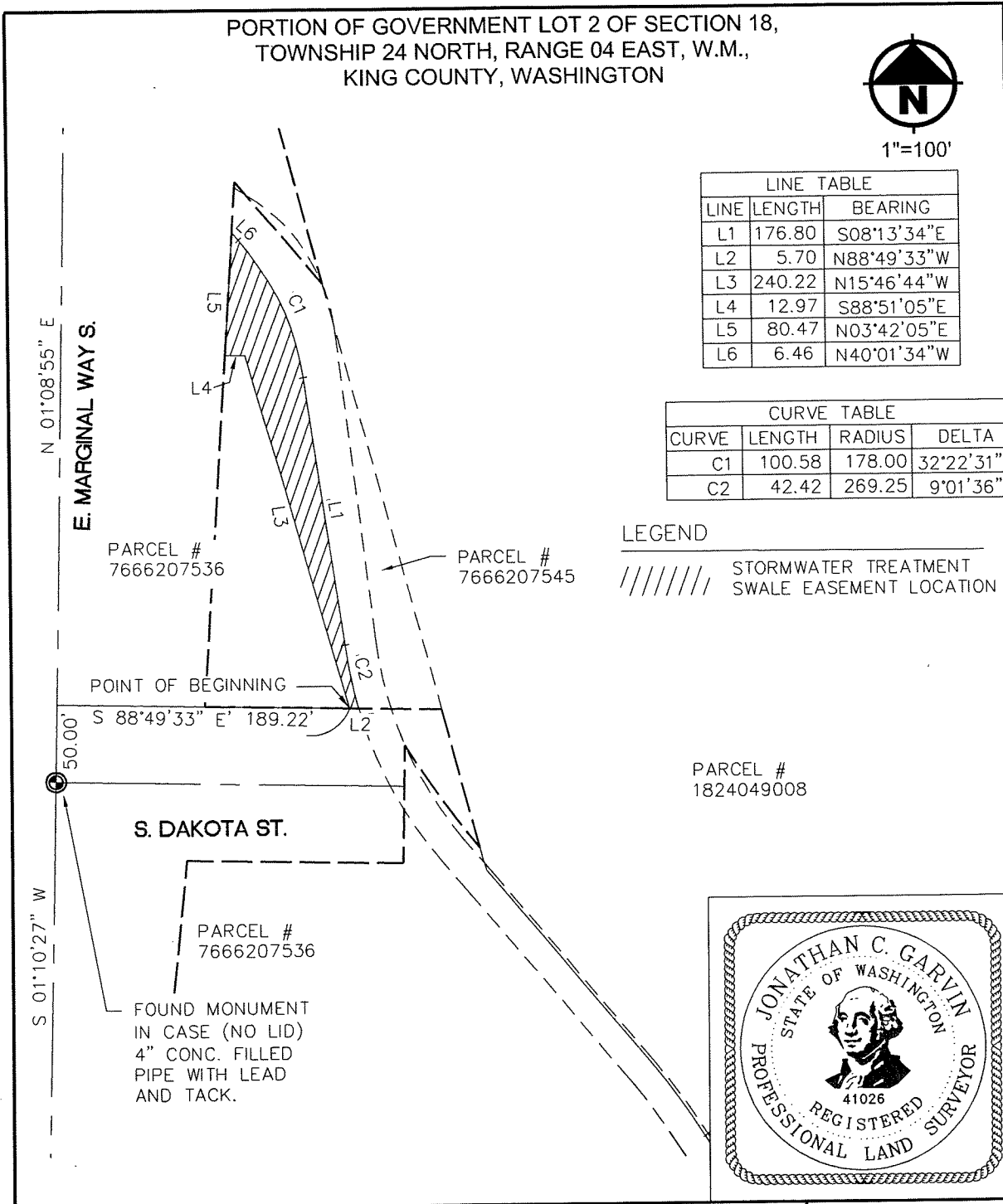
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CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
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LEGEND

////// STORMWATER TREATMENT SWALE EASEMENT LOCATION



	ARGO YARD TRUCK ROADWAY UPRR STORMWATER TREATMENT SWALE EASEMENT	DATE OCTOBER 30, 2013
	EASEMENT ATTACHMENT "A"	SHEET NO. 2 OF 2

EXHIBIT 4
UPRR UTILITY EASEMENT

UPRR Utility Easement

This Agreement for **UPRR Utility Easement** ("Easement") is entered into as of _____, 2014 ("Effective Date") by and between **Union Pacific Railroad Company**, a Delaware corporation ("Grantor") and **Port of Seattle**, a Washington municipal corporation ("Grantee").

- A. Grantor owns or controls certain real property in Seattle, Washington, as legally described and depicted on **Attachment "A"** (the "**Premises**").
- B. Grantee has requested that Grantor grant to Grantee a **non-exclusive easement** over the Premises for the Easement Purpose (as defined below).
- C. On December 13, 2011, Grantee's Port of Seattle Commissioners authorized acquisition of real property interests for the Argo Yard Truck Roadway Project. The Project is described in the Memorandum of Understanding dated January 25, 2012 among the Port of Seattle, Washington State Freight Mobility Strategic Investment Board, Prologis, L.P., City of Seattle and Union Pacific Railroad Company, which MOU was subsequently supplemented, clarified and amended by that Supplemental Agreement dated _____.
- D. Grantor has agreed to grant Grantee the requested easement subject to the terms and conditions of this Agreement in consideration of the benefits associated with the Project. The Project involves construction of a private southbound dedicated truck roadway from a point east of East Marginal Way South at a newly constructed underpass of the rebuilt SR 99/East Marginal Way South trestle to the Argo Rail Yard gate, and addresses stormwater treatment and lighting along the roadway.

NOW, THEREFORE, the parties agree as follows:

Section 1 Granting of Easement.

- 1.1 Easement Purpose. The "Easement Purpose" will be for:
- (a) activities related to the installation of underground electrical lighting cables within the westerly two feet of the Premises, along the east side of the Argo Yard Truck Roadway, and the grading and construction of the roadway itself;
 - (b) inspection, maintenance, repair and replacement of said electrical cables as necessary to maintain lighting along the Argo Yard Truck Roadway; and
 - (c) such additional uses as necessary for accomplishing those enumerated activities

by Grantee and Grantee's employees, contractors, agents, and invitees.

1.2 Grant. Grantor grants to Grantee a permanent, non-exclusive easement ("Easement") over, under, across and through the Premises for the Easement Purpose and for no other purpose.

1.3 Maintenance of Premises. Grantee will be responsible for maintenance of electrical cables as necessary to maintain lighting along the Argo Yard Truck Roadway.

1.4 Term of Easement. The term of this Agreement will be perpetual, unless sooner abandoned as provided in Section 14 of this Agreement.

Section 2 Indemnification.

2.1 At Grantee's sole expense, Grantee will indemnify, hold harmless, and defend Grantor from and against any and all claims, lawsuits, damages, liabilities, fines, expenses, fees and costs of any kind, arising from Grantee's intentional misconduct, negligence, or breach or default in the performance of Grantee's responsibilities under the provisions of this Agreement. As used in this Section 2.1 the term "Grantee" will include employees, agents, contractors, and persons entering the Premises under the express or implied invitation of Grantee.

2.2 Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against Grantor by any entity, relating to any matter covered by this Agreement for which Grantee has an obligation to assume liability for and/or save and hold harmless Grantor. Grantee will pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 3 Environmental liability and potential costs of handling Construction-Derived Waste.

3.1 Definitions.

“Hazardous Substance(s)” means any substance, or substance containing any component, now or hereafter designated as a hazardous, dangerous, toxic or harmful substance, material or waste, subject to regulation under any Environmental Law.

“Environmental Law” shall mean any environmentally related local, state or federal law or regulation, ordinance or order, now or hereafter amended including, but not limited to: the Federal Clean Air Act; the Federal Clean Water Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Waste Management Recovery and Recycling Act; the Federal Toxic Substances Control Act; United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101) the Washington Hazardous Waste Management Act; Washington

Model Toxics Control Act; the Washington Water Pollution Control Act; the Washington Underground Petroleum Storage Tanks Act; the Washington Industrial Safety and Health Act; the Washington Worker and Community Right to Know Act; the Washington Oil and Hazardous Substance Spill Prevention and Response Act; and any such other substances, materials and wastes as are or become regulated or subject to cleanup authority by any jurisdiction under any environmental laws.

“Construction-Derived Waste” (“CDW”) shall mean that soil or water generated from the excavation activities necessary for construction of Project Elements I and II which the Port determines must be removed from the easement area and construction site.

“Hazardous/Dangerous CDW” is soil or water that is designated as hazardous or dangerous under 40 CFR Part 260 and WAC 173-303 criteria by a party pursuant to the procedures in Section 3.4.6.

“Non-Hazardous CDW” is all other CDW. Non-Hazardous CDW is not necessarily “clean waste” and may contain pollutants that require special handling.

3.2 No Indemnity for Pre-Existing Hazardous Substances.

The Port’s participation in the Project shall create no obligation to indemnify or defend Grantee, or any other Party to the Project, their agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any hazardous substances in, under, or on property owned by Grantee or any other Party.

3.3 Waiver.

Grantor and Grantee shall waive and release each other, their agents, elected officials, officers or employees from any and all liability, loss, damage, expense, actions and claims arising from or related to any incremental increase in hazardous substances generated by whatever additional vehicle traffic there may be on the truck roadway when the Project is completed.

3.4 Testing and Disposal of Construction-Derived Waste.

3.4.1 Grantee will pay the cost for ~~of~~ disposal of any CDW generated during construction of Project Elements I and II. Grantee will collect and test the CDW.

3.4.2 Grantee, or the owner of the property from which the CDW was generated (“Property Owner”), will determine whether it is Hazardous/Dangerous CDW according to the procedures in Section 3.4.3. Grantee will generate soil profiles for disposal for all soil that is Non-Hazardous CDW, and will dispose of such wastes in a Subtitle D landfill (soil) or as appropriate (water).

3.4.3 If the Grantee identifies any of the waste generated during construction as “hazardous/ dangerous” waste, the Grantee and Grantor will have the following responsibilities and obligations:

a. Grantee’s responsibilities:

(i) The Grantee will sample and characterize all Hazardous/Dangerous CDW and will keep wastes segregated and/or stockpiled according to the geographic origin of the CDW (by individual Property Owner).

(ii) The Grantee ~~will notify~~ will notify the respective Property Owner of the existence of any Hazardous/ Dangerous CDW generated on its property.

(iii) If the Property Owner agrees with the Grantee’s Hazardous/Dangerous CDW designation, the Grantee will coordinate transportation to the chosen waste disposal facility.

(iv) If the Property Owner disagrees with the Grantee’s Hazardous/Dangerous CDW designation, then Section 3.4.3(b) will apply.

b. Property Owner responsibilities: Upon notification by the Grantee that Hazardous/Dangerous CDW has been generated on its property, the Property Owner will be responsible for the following:

(i) The Property Owner will respond to the Grantee’s Hazardous/Dangerous CDW designation within five business days of notification by the Grantee of the Hazardous/Dangerous waste designation.

(ii) Within five business days of confirming acceptance of the Hazardous/Dangerous CDW designation, the Property Owner will complete the necessary paperwork to acquire an EPA Waste ID number from the Washington State Department of Ecology if none has been previously established for the property.

(iii) In the event that the Property Owner disagrees with the Grantee’s Hazardous/Dangerous CDW designation, the Property Owner will be responsible for all the steps associated with disposal of the Non-Hazardous CDW. In such event, the Property Owner will notify Grantee within five business days of receiving the Grantee’s notification of Hazardous/Dangerous CDW designation, that the Property Owner disagrees with the Grantee’s designation and that the Property Owner has determined that the waste is Non-Hazardous CDW. Within 30 calendar days of notifying the Grantee of the Property Owner’s disagreement with the Grantee’s Hazardous/Dangerous CDW designation, the Property Owner will arrange for and complete the disposal of the disputed waste as Non-Hazardous CDW without the Grantee’s assent or assistance, unless the Property Owner plans to dispose of the disputed waste by rail, in which case the Property Owner will have 90 days to do so. In such event, the Property Owner will submit an invoice to the Grantee for reimbursement of the disposal cost for the Non-Hazardous CDW, but in no event will the rate sought for reimbursement exceed the rate that the Grantee obtains from facilities for disposal of Non-Hazardous CDW. As used here, “rate” includes the cost of loading into trucks or rail cars, transportation, and actual disposal costs.

(iv) When the Property Owner agrees with the Grantee’s designation of Hazardous/Dangerous CDW, the Grantee will suggest, for the Property Owner’s approval, a facility for waste disposal that meets federal and state criteria (“Port-

suggested facility”). If the Property Owner wishes to dispose of waste at a facility different from the Port-suggested facility, the Grantee’s responsibility for the cost of waste disposal will not exceed 100 percent of what it would cost at the Port-suggested facility.

(v) Within 14 calendar days of receiving the Grantee’s notification of Hazardous/Dangerous CDW designation, the Property Owner or its agent will sign an application prepared by the Grantee or its consultant to create/generate a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 Days. Creating/generating a profile will include but is not necessarily limited to submitting the EPA ID number assigned to the property, identifying the hauler of the Hazardous/Dangerous CDW, identifying the Property Owner and submitting the chemical and analytical data produced by the Grantee. If the Property Owner does not wish to have the Grantee prepare the manifest/application, the Property Owner will so indicate to Grantee and Property Owner will prepare the manifest/application and be responsible for creating/generating a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 days.

(vi) The Property Owner or its agent will be responsible for signing as the waste generator on the Hazardous Waste Manifest and for recordkeeping required for Hazardous Waste Manifests per State and federal Regulations.

(vii) The Grantee or its consultant will be responsible for preparing, and the Property Owner responsible for signing, all reporting associated with the Hazardous or Dangerous CDW shipped from the subject property; provided, however, if the Property Owner does not wish to have Grantee prepare the manifest/application, then the Property Owner will be responsible for such reporting. Notwithstanding anything to the contrary in this provision, the Property Owner will be responsible for preparing the application/manifest and creating/generating a profile for all wastes shipped by rail.

(viii) The Property Owner will be responsible for closing out the EPA ID number with the Washington State Department of Ecology upon completion of Project Elements I and II.

Section 4 Legal Compliance. Grantee will observe and comply with any and all laws, including Environmental Laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction relating to the use of the Premises.

Section 5 Insurance. During the term of this Agreement, Grantee will maintain insurance in the amount and to the extent Grantee reasonably deems necessary to cover its activities on the Premises, which coverage Grantee may provide through its program of self-insurance.

Section 6 Grantor’s Use of the Premises; Notice. Grantor, its successors and assigns retain the right to use the Premises for any purpose, so long as it does not unreasonably impede Grantee’s use of the Premises for the Purpose for which this Easement is granted. If, following construction and installation of the electric cable line within the westerly two feet of the Premises, Grantee needs to access the Premises for maintenance or repair purposes or otherwise, Grantee will notify Grantor’s Sr. Manager Intermodal Terminal Operations

("SMITO") at 206-764-1443, giving as much notice as is reasonable under the circumstances. If the SMITO is not available, Grantee shall notify Grantor's Response Management Communications Center at 1-888-877-7267.

Section 7 Standard of Care. Grantee will perform all construction activities associated with its completion of the Project in compliance with all federal, state, and local laws, including Environmental Laws and with the terms of this Agreement. Grantee will exercise reasonable care in the performance of all its activities and will use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 8 Ownership of Project Improvements. Unless otherwise provided in this Agreement or in other approvals or agreements, Grantee will own the Project improvements made within the Easement area, including, without limitation, improvements constructed by either party at the cost and expense of Grantee. Nothing in this Agreement, however, will be construed as granting to the Grantee any interest or right in the Easement or the improvements within the Easement other than the rights expressly provided herein.

Section 9 Operations. Grantee will operate, maintain, and repair the Project located within the Easement in compliance with all federal, state, and local laws and in a manner consistent with industry standards. Grantee will exercise reasonable care in the performance of all its activities within the Easement and will use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 10 Liens and Encumbrances. Grantee will, at its sole cost, keep the Easement area free and clear of any liens or other encumbrances arising out of Grantee's activities under this Agreement.

Section 11 Transfer of Interests. Grantee will not assign or transfer the Easement or any interest therein to any entity other than a successor agency that would operate and maintain the Project, without the express written consent of Grantor. Such consent will not be unreasonably withheld. All of the terms of this Agreement, whether so expressed or not, will be binding upon the respective successors and permitted assigns of the parties hereto and will inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

Section 12 Binding Effect. The Easement will run to the benefit of the Argo Yard Truck Roadway, easements for which was acquired by Grantee in various documents, memoranda of which were recorded on _____, 2014, as Doc. Nos. _____, _____, and _____ in King County deed records.

Section 13 Authority to Execute Agreement. Grantor covenants that Grantor is the lawful owner of the Premises and has a good and lawful right to execute the Agreement.

Section 17 Miscellaneous.

17.1 All questions concerning the interpretation or application of provisions of this Agreement will be decided according to the substantive laws of the State of Washington without regard to conflicts of law provisions.

17.2 To the fullest extent permitted by law, any dispute arising under or in connection with this Agreement or related to any subject matter which is the subject of this Agreement will be subject to the sole and exclusive jurisdiction of King County Superior Court. This choice of venue is intended by the parties to be mandatory and not permissive. Each party irrevocably consents to the jurisdiction of King County Superior Court in any such dispute and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the laying of venue in such court or that any such dispute which is brought in such court has been brought in an inconvenient forum.

17.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

17.4 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

17.5 Time is of the essence for the performance of this Agreement.

[Signature page follows]

Witness the execution of this Agreement as of the date first set forth above.

Grantor:

Union Pacific Railroad Company

By: _____
Name:
Title:

Grantee:

Port of Seattle, a Washington municipal corporation

By: _____
Name:
Title:

Attachment "A"
UPRR Utility Easement

Premises

[Insert Legal Description]

[Follow Legal Description page with depiction of Premises/Easement Area]

Attachment A
UPRR Utility Easement
Assessor's Parcel Nos. 1824049008 and 7666207545

A utility roadway easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of Assessor's Parcel Nos. 7666207545 and 1824049008, more particularly described as follows:

Commencing at a concrete filled pipe with lead and tack at the intersection of South Dakota Street and East Marginal Way;

Thence North 01°08'55" East, along the centerline of said East Marginal Way, a distance of 393.30 feet;

Thence South 88°51'05" East a distance of 111.39 feet to an angle point in the Right of Way margin of said East Marginal Way, said point being the most northerly point of Assessor's Parcel No. 7666207545;

Thence North 00°31'29" East, a distance of 1.77 feet;

Thence North 00°05'23" East, a distance of 1.93 feet;

Thence North 00°56'07" East, a distance of 8.92 feet;

Thence South 46°38'51" East, a distance of 17.72 feet to the beginning of a nontangent curve to the right, having a radius of 3108.88 feet, the center of which bears South 43°10'00" West;

Thence southeasterly along said curve, through a central angle of 00°22'18" and an arc distance of 20.17 feet;

Thence South 46°03'13" East, a distance of 14.50 feet to to the beginning of a nontangent curve to the right, having a radius of 129.50 feet, the center of which bears South 47°09'19" West;

Thence continuing southeasterly along said curve, through a central angle of 06°36'06" and an arc distance of 14.92 feet to a point on the easterly Right of Way margin of East Marginal Way and westerly boundary of said parcel 1824049008, said point being the Point of Beginning;

Thence continuing southeasterly along said curve, through a central angle of 29°26'30" and an arc distance of 66.55 feet;

Thence South 06°48'02" East a distance of 205.38 feet to the beginning of a tangent 241.25 foot radius curve to the left;

Thence southeasterly along said curve, through a central angle of 11°04'18" and an arc distance of 46.62 feet to a point on the southerly boundary of said parcel 7666207545, said point hereinafter described as Point "A";

Thence North 88°49'33" West along said southerly boundary, a distance of 8.45 feet to the beginning of a nontangent 249.25 foot radius curve to the right, the radius point of which bears North 72°45'42" East;

Thence northwesterly along said curve, through a central angle of 10°26'16" and an arc distance of 45.41 feet;

Thence North 06°48'02" West a distance of 205.38 feet to the beginning of a tangent 121.50 foot radius curve to the left;

Thence northwesterly along said curve, through a central angle of 15°04'44" and an arc distance of 31.98 feet to a point on the westerly boundary of said parcel 1824049008;

Thence North 14°51'59" West along the westerly boundary of said parcel, a distance of 32.37 feet to the Point of Beginning.

TOGETHER WITH:

Commencing at the hereinbefore described Point "A", said point being on a 241.25 foot radius curve to the left, the radius point of which bears North 72°07'41" East;

Thence southeasterly along said curve, through a central angle of 21°41'52" and an arc distance of 91.36 feet;

Thence South 40°13'07" East a distance of 3.63 feet to a point on the westerly boundary of said parcel 1824049008 and the Point of Beginning;

Thence South 40°13'07" East a distance of 21.70 feet;

Thence South 39°55'42" East a distance of 167.93 feet to the beginning of a nontangent 407.28 foot radius curve to the right, the radius point of which bears South 50°04'53" West;

Thence southeasterly along said curve, through a central angle of 8°12'24" and an arc distance of 58.34 feet;

Thence South 31°42'43" East a distance of 237.42 feet to the beginning of a tangent 1046.23 foot radius curve to the right;

Thence southeasterly along said curve, through a central angle of 8°09'42" and an arc distance of 149.03 feet;

Thence South 23°33'01" East a distance of 12.22 feet to the beginning of a nontangent 562.10 foot radius curve to the right, the radius point of which bears South 67°51'17" West;

Thence southerly along said curve, through a central angle of 21°26'15" and an arc distance of 210.31 feet;

Thence South 00°00'00" East a distance of 62.75 feet to a point on the northerly Right of Way margin of Colorado Avenue South;

Thence South 87°23'20" West along said northerly Right of Way margin, a distance of 8.01 feet;

Thence North 00°00'00" East, a distance of 63.06 feet to the beginning of a nontangent 554.10 foot radius curve to the left, the radius point of which bears South 89°17'14" West;

Thence northwesterly along said curve, through a central angle of 21°25'11" and an arc distance of 207.15 feet;

Thence North 23°32'50" West a distance of 12.15 feet to the beginning of a nontangent 1038.23 foot radius curve to the left, the radius point of which bears South 66°26'59" West;

Thence northwesterly along said curve, through a central angle of 8°09'42" and an arc distance of 147.89 feet;

Thence North 31°42'43" West a distance of 237.42 feet to the beginning of a tangent 399.27 foot radius curve to the left;

Thence northwesterly along said curve, through a central angle of 8°12'24" and an arc distance of 57.19 feet;

Thence North 39°55'07" West a distance of 167.93 feet;

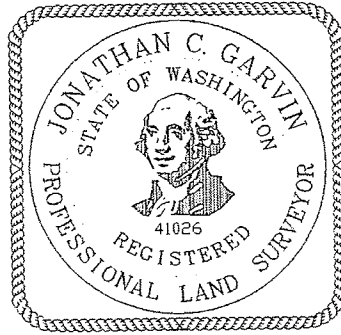
Thence North 40°17'01" West a distance of 4.63 feet to a point on the westerly boundary of said parcel 1824049008;

Thence North 16°52'18" West, along the westerly boundary of said parcel, a distance of 2.91 feet;

Thence North 14°40'53" West, along the westerly boundary of said parcel, a distance of 7.36 feet;

Thence North 14°54'18" West, along the westerly boundary of said parcel, a distance of 8.54 feet to the Point of Beginning.

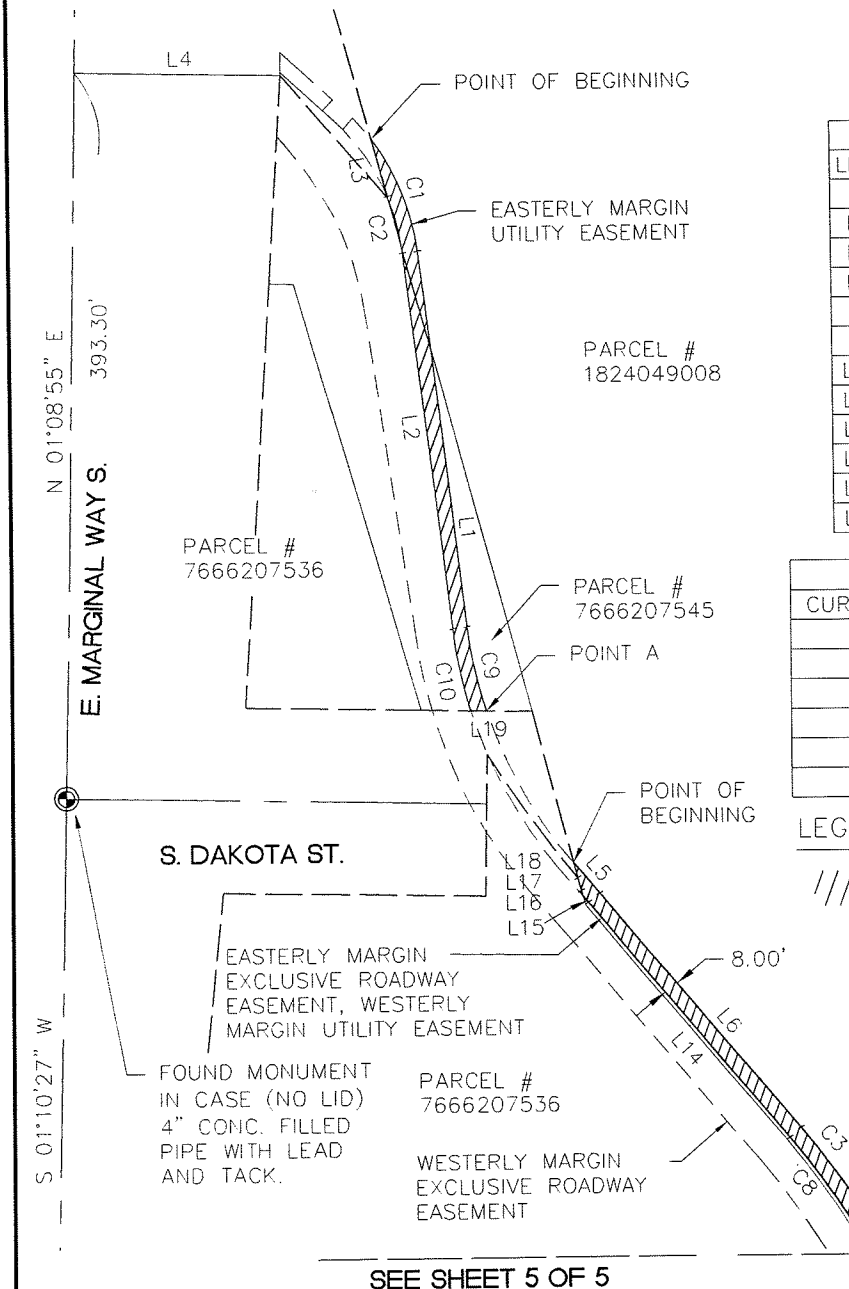
Having an area of 9,692 square feet, more or less, within said parcels 1824049008 and 7666207545.



PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON



1"=100'

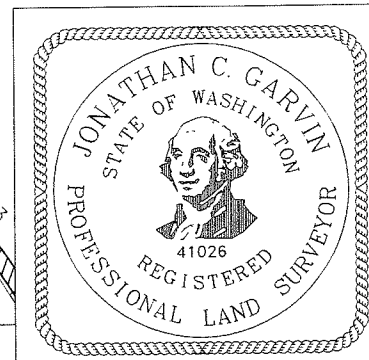


LINE TABLE		
LINE	LENGTH	BEARING
L1	205.38	S06°48'02"E
L2	205.38	S06°48'02"E
L3	32.37	N14°51'59"W
L4	111.39	S88°51'05"E
L5	21.70	S40°13'07"E
L6	167.93	S39°55'42"E
L14	167.93	N39°55'07"W
L15	4.63	N40°17'01"W
L16	2.91	N16°52'18"W
L17	7.36	N14°40'53"W
L18	8.54	N14°54'18"W
L19	8.45	N88°49'33"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	66.55	129.50	29°26'30"
C2	31.98	121.50	15°04'44"
C3	58.34	407.28	8°12'24"
C8	57.19	399.27	8°12'24"
C9	46.62	241.25	11°04'18"
C10	45.41	249.25	10°26'16"

LEGEND

////// UTILITY EASEMENT LOCATION



SEE SHEET 5 OF 5



ARGO YARD TRUCK ROADWAY
UPRR UTILITY EASEMENT

EASEMENT ATTACHMENT "A"

DATE
FEBRUARY 12, 2014

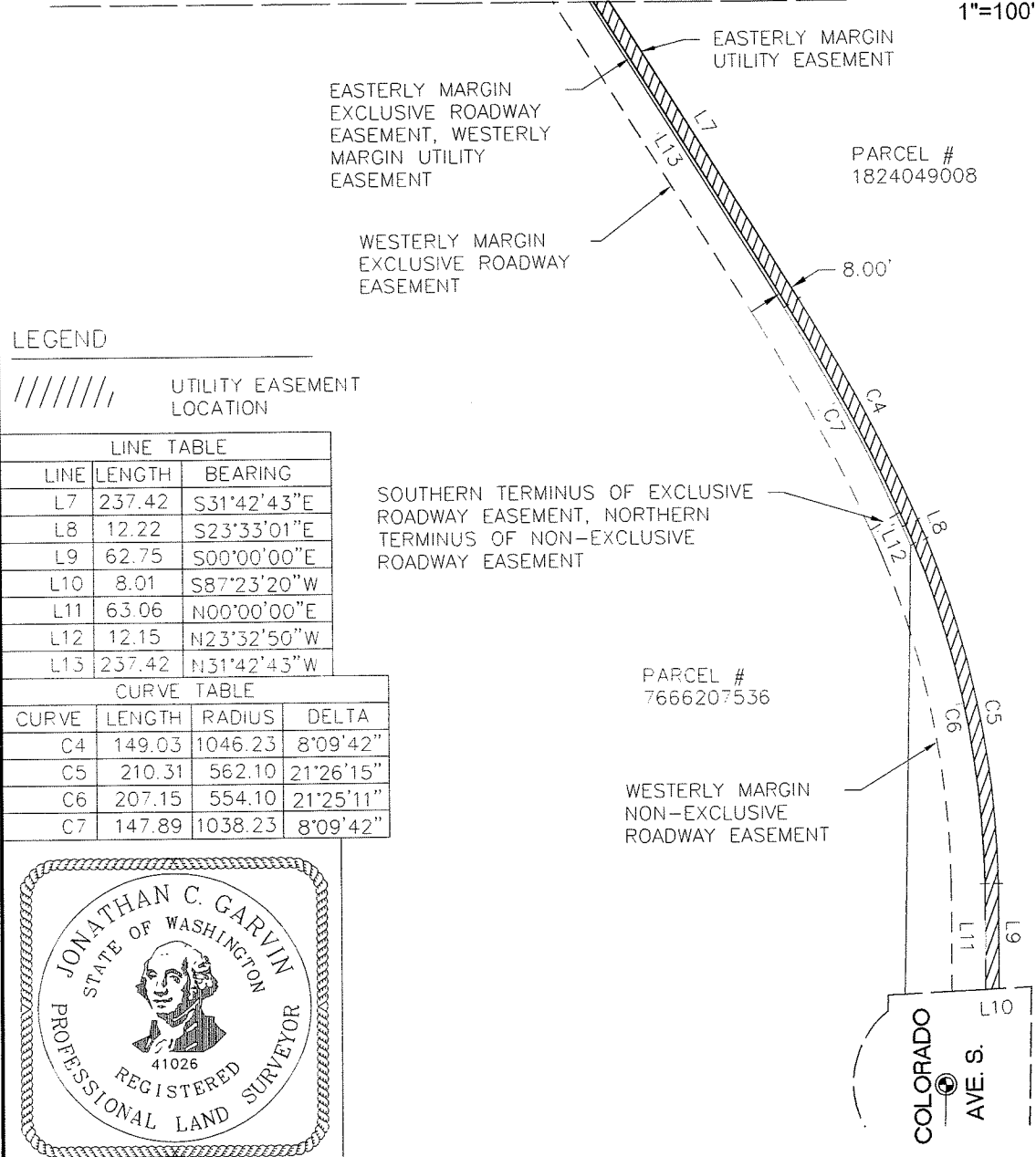
SHEET NO.
4 OF 5

PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON



1"=100'

SEE SHEET 4 OF 5



LEGEND

////// UTILITY EASEMENT LOCATION

LINE TABLE		
LINE	LENGTH	BEARING
L7	237.42	S31°42'43"E
L8	12.22	S23°33'01"E
L9	62.75	S00°00'00"E
L10	8.01	S87°23'20"W
L11	63.06	N00°00'00"E
L12	12.15	N23°32'50"W
L13	237.42	N31°42'43"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C4	149.03	1046.23	8°09'42"
C5	210.31	562.10	21°26'15"
C6	207.15	554.10	21°25'11"
C7	147.89	1038.23	8°09'42"



ARGO YARD TRUCK ROADWAY
UPRR UTILITY EASEMENT

EASEMENT ATTACHMENT "A"

DATE
FEBRUARY 12, 2014

SHEET NO.
5 OF 5

**Attachment “B”
UPRR Utility Easement**

Memorandum of Easement

[On following pages insert Memorandum of Easement document]

When Recorded Return To:

Port of Seattle
Attention: Soojin Kim
P.O. Box 1209
Seattle, WA 98111

Title: Memorandum of Easement
Reference #: N/A
Grantor: Union Pacific Railroad Company
Abbreviated Legal Description:
Tax Parcel Account Number:

Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is executed this _____ day of _____, 20__, by and between **Union Pacific Railroad Company**, a Delaware corporation ("Grantor"), with an address at 1400 Douglas St., Mail Stop 1160, Omaha, NE 68179, attn. Director Premium Operations, and **Port of Seattle**, a Washington municipal corporation ("Grantee"), with an address at 2711 Alaskan Way, P.O. Box 1209, Seattle, WA 98111:

1. Grantor owns or controls the real property in the City of Seattle, County of King, State of Washington as described on **Attachment "A"** (the "Premises").
2. Grantor and Grantee have entered into the **UPRR Utility Easement**, dated _____, 20__ (the "Agreement") in which, subject to terms set forth therein, Grantor grants Grantee a permanent, non-exclusive easement for underground lighting cables, under, along and through the Premises (the "Easement") to provide electrical service for lighting for the adjacent Argo Yard Truck Roadway. The Easement runs to the benefit of the Argo Yard Truck Roadway, easements for which were acquired by Grantee in various documents, memoranda of which were recorded on _____, 2014, as Doc. Nos. _____, _____, _____, and _____ in King County deed records, and is for the benefit of Grantee and Grantee's employees, contractors, agents and invitees.

3. This Memorandum of Easement is solely for the purpose of giving constructive notice of the Agreement and Easement. In the event of conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement control.

[Signatures and Notarial Acknowledgments on Following Pages]

GRANTOR:

Attest:

UNION PACIFIC RAILROAD COMPANY

Assistant Secretary

By: _____
Title: _____

(Seal)

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 201__, before me, _____, Notary Public in and for said County and State, personally appeared _____ and _____ who are the _____ and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

Attachment A
UPRR Utility Easement
Assessor's Parcel Nos. 1824049008 and 7666207545

A utility roadway easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of Assessor's Parcel Nos. 7666207545 and 1824049008, more particularly described as follows:

Commencing at a concrete filled pipe with lead and tack at the intersection of South Dakota Street and East Marginal Way;

Thence North 01°08'55" East, along the centerline of said East Marginal Way, a distance of 393.30 feet;

Thence South 88°51'05" East a distance of 111.39 feet to an angle point in the Right of Way margin of said East Marginal Way, said point being the most northerly point of Assessor's Parcel No. 7666207545;

Thence North 00°31'29" East, a distance of 1.77 feet;

Thence North 00°05'23" East, a distance of 1.93 feet;

Thence North 00°56'07" East, a distance of 8.92 feet;

Thence South 46°38'51" East, a distance of 17.72 feet to the beginning of a nontangent curve to the right, having a radius of 3108.88 feet, the center of which bears South 43°10'00" West;

Thence southeasterly along said curve, through a central angle of 00°22'18" and an arc distance of 20.17 feet;

Thence South 46°03'13" East, a distance of 14.50 feet to to the beginning of a nontangent curve to the right, having a radius of 129.50 feet, the center of which bears South 47°09'19" West;

Thence continuing southeasterly along said curve, through a central angle of 06°36'06" and an arc distance of 14.92 feet to a point on the easterly Right of Way margin of East Marginal Way and westerly boundary of said parcel 1824049008, said point being the Point of Beginning;

Thence continuing southeasterly along said curve, through a central angle of 29°26'30" and an arc distance of 66.55 feet;

Thence South 06°48'02" East a distance of 205.38 feet to the beginning of a tangent 241.25 foot radius curve to the left;

Thence southeasterly along said curve, through a central angle of 11°04'18" and an arc distance of 46.62 feet to a point on the southerly boundary of said parcel 7666207545, said point hereinafter described as Point "A";

Thence North 88°49'33" West along said southerly boundary, a distance of 8.45 feet to the beginning of a nontangent 249.25 foot radius curve to the right, the radius point of which bears North 72°45'42" East;

Thence northwesterly along said curve, through a central angle of 10°26'16" and an arc distance of 45.41 feet;

Thence North 06°48'02" West a distance of 205.38 feet to the beginning of a tangent 121.50 foot radius curve to the left;

Thence northwesterly along said curve, through a central angle of 15°04'44" and an arc distance of 31.98 feet to a point on the westerly boundary of said parcel 1824049008;

Thence North 14°51'59" West along the westerly boundary of said parcel, a distance of 32.37 feet to the Point of Beginning.

TOGETHER WITH:

Commencing at the hereinbefore described Point "A", said point being on a 241.25 foot radius curve to the left, the radius point of which bears North $72^{\circ}07'41''$ East;
Thence southeasterly along said curve, through a central angle of $21^{\circ}41'52''$ and an arc distance of 91.36 feet;
Thence South $40^{\circ}13'07''$ East a distance of 3.63 feet to a point on the westerly boundary of said parcel 1824049008 and the Point of Beginning;
Thence South $40^{\circ}13'07''$ East a distance of 21.70 feet;
Thence South $39^{\circ}55'42''$ East a distance of 167.93 feet to the beginning of a nontangent 407.28 foot radius curve to the right, the radius point of which bears South $50^{\circ}04'53''$ West;
Thence southeasterly along said curve, through a central angle of $8^{\circ}12'24''$ and an arc distance of 58.34 feet;
Thence South $31^{\circ}42'43''$ East a distance of 237.42 feet to the beginning of a tangent 1046.23 foot radius curve to the right;
Thence southeasterly along said curve, through a central angle of $8^{\circ}09'42''$ and an arc distance of 149.03 feet;
Thence South $23^{\circ}33'01''$ East a distance of 12.22 feet to the beginning of a nontangent 562.10 foot radius curve to the right, the radius point of which bears South $67^{\circ}51'17''$ West;
Thence southerly along said curve, through a central angle of $21^{\circ}26'15''$ and an arc distance of 210.31 feet;
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Thence South $87^{\circ}23'20''$ West along said northerly Right of Way margin, a distance of 8.01 feet;
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Thence North $23^{\circ}32'50''$ West a distance of 12.15 feet to the beginning of a nontangent 1038.23 foot radius curve to the left, the radius point of which bears South $66^{\circ}26'59''$ West;
Thence northwesterly along said curve, through a central angle of $8^{\circ}09'42''$ and an arc distance of 147.89 feet;
Thence North $31^{\circ}42'43''$ West a distance of 237.42 feet to the beginning of a tangent 399.27 foot radius curve to the left;
Thence northwesterly along said curve, through a central angle of $8^{\circ}12'24''$ and an arc distance of 57.19 feet;
Thence North $39^{\circ}55'07''$ West a distance of 167.93 feet;
Thence North $40^{\circ}17'01''$ West a distance of 4.63 feet to a point on the westerly boundary of said parcel 1824049008;
Thence North $16^{\circ}52'18''$ West, along the westerly boundary of said parcel, a distance of 2.91 feet;
Thence North $14^{\circ}40'53''$ West, along the westerly boundary of said parcel, a distance of 7.36 feet;
Thence North $14^{\circ}54'18''$ West, along the westerly boundary of said parcel, a distance of 8.54 feet to the Point of Beginning.

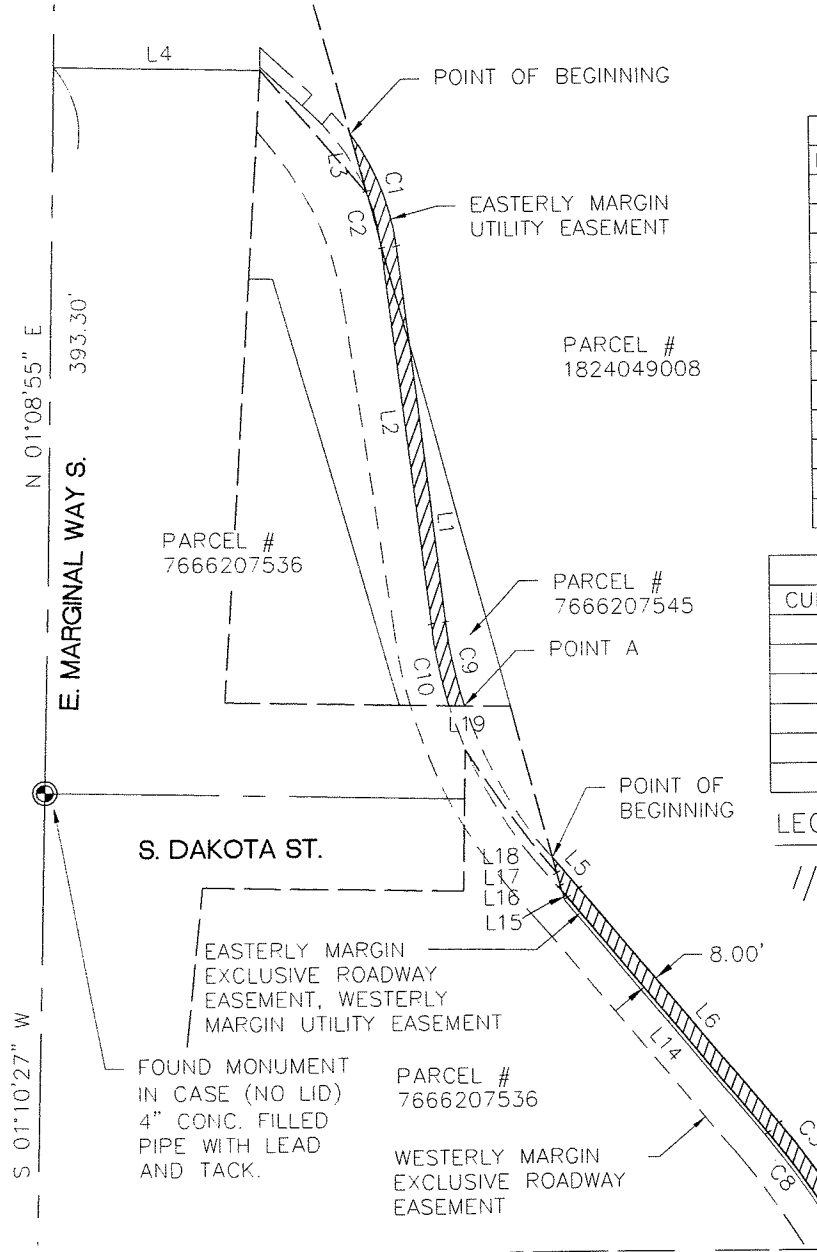
Having an area of 9,692 square feet, more or less, within said parcels 1824049008 and 7666207545.



PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON



1"=100'

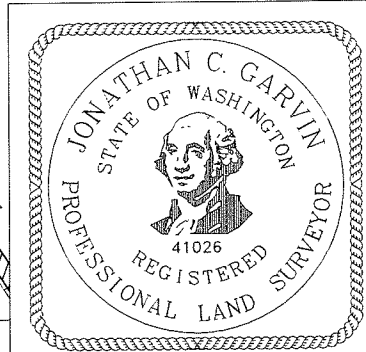


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L2	205.38	S06°48'02"E
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L5	21.70	S40°13'07"E
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LEGEND

////// UTILITY EASEMENT LOCATION



SEE SHEET 5 OF 5



ARGO YARD TRUCK ROADWAY
UPRR UTILITY EASEMENT

EASEMENT ATTACHMENT "A"

DATE
FEBRUARY 12, 2014

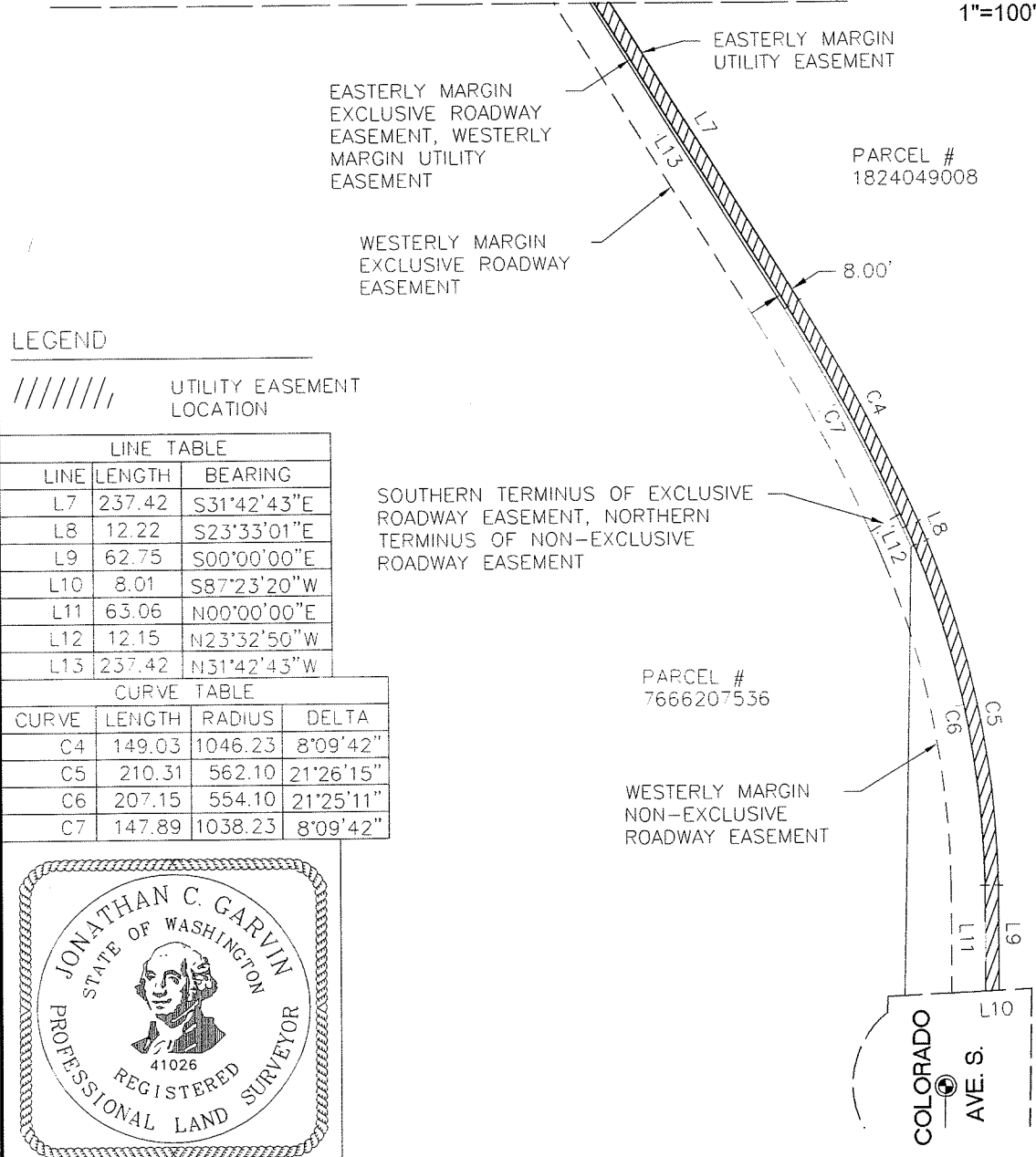
SHEET NO.
4 OF 5

PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON



1"=100'

SEE SHEET 4 OF 5



LEGEND

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ARGO YARD TRUCK ROADWAY
UPRR UTILITY EASEMENT

EASEMENT ATTACHMENT "A"

DATE
FEBRUARY 12, 2014

SHEET NO.
5 OF 5

EXHIBIT 5

PROLOGIS EXCLUSIVE ROADWAY EASEMENT

PROLOGIS Exclusive Roadway Easement

This Agreement for **PROLOGIS Exclusive Roadway Easement** ("Easement") is entered into as of _____, 2014 ("Effective Date") by and between **Prologis L.P., a Delaware Limited Partnership** ("Grantor") and Port of Seattle, a Washington municipal corporation ("Grantee").

- A. Grantor owns or controls certain real property in Seattle, Washington, as legally described and depicted on **Attachment "A"** (the "**Premises**").
- B. Grantee has requested that Grantor grant to Grantee an **easement** over the Premises for the Easement Purpose (as defined below).
- C. On December 13, 2011, Grantee's Port of Seattle Commissioners authorized acquisition of real property interests for the Argo Yard Truck Roadway Project ("Project"). The Project is described in the Memorandum of Understanding dated January 25, 2012 among the Port of Seattle, Washington State Freight Mobility Strategic Investment Board, Prologis L.P., City of Seattle and Union Pacific Railroad Company, which MOU was subsequently supplemented, clarified and amended by that Supplemental Agreement dated _____.
- D. Grantor has agreed to grant Grantee the requested easement subject to the terms and conditions of this Agreement in consideration of the benefits associated with the Project. The Project involves construction of a private southbound dedicated truck roadway from a point east of East Marginal Way at a newly constructed underpass of the rebuilt SR 99/East Marginal Way trestle to the Argo Rail Yard gate, and addresses stormwater treatment and lighting along the roadway.

NOW, THEREFORE, the parties agree as follows:

Section 1 Granting of Easement.

- 1.1 Easement Purpose. The "Easement Purpose" will be for:
- (a) Activities related to construction of a private truck roadway from a point east of East Marginal Way South at a newly constructed underpass of the rebuilt SR 99/East Marginal Way South trestle to the Argo Rail Yard gate;
 - (b) Operation and use of the roadway, once constructed, as private southbound dedicated truck access into Argo Rail Yard;
 - (c) Inspection, maintenance, repair and replacement of said roadway and its associated materials and structures, including but not limited to stormwater

- conveyancing structures, drainage and paving, and jersey barriers, fencing and light poles; and
- (d) Such additional uses as necessary for accomplishing those enumerated activities.

by Grantee and Grantee's employees, contractors, agents, and invitees.

1.2 Grant. Grantor grants to Grantee a permanent, exclusive easement ("Easement") over, under, across and through the Premises for the Easement Purpose and for no other purpose; provided, however, that Section 14 shall apply in the event that Grantee abandons operation of the Project's truck roadway and other easements for said roadway revert to property owners that granted those easements. This Easement shall only include such rights in the Premises as shall be necessary for the activities contemplated by the Easement Purpose.

1.3 Maintenance of Premises. Grantee will be responsible for all costs associated with the operational use of the truck roadway, jersey barriers, fencing and light poles in the Premises.

1.4 Term of Easement. The term of this Agreement will be perpetual, unless sooner abandoned as provided in Section 14 of this Agreement.

Section 2 Indemnification.

2.1 At Grantee's sole expense, Grantee will indemnify, hold harmless, and defend Grantor from and against any and all claims, lawsuits, damages, liabilities, fines, expenses, fees and costs of any kind, arising from Grantee's intentional misconduct, negligence, including, but not limited to, the negligent exacerbation of any pre-existing conditions or negligent transportation of any Hazardous Substances from the Premises, or breach or default in the performance of Grantee's responsibilities under the provisions of this Agreement. As used in this Section 2.1 the term "Grantee" will include employees, agents, contractors, and persons entering the Premises under the express or implied invitation of Grantee.

2.2 Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against Grantor by any entity, relating to any matter covered by this Agreement for which Grantee has an obligation to assume liability for and/or save and hold harmless Grantor. Grantee will pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 3 Environmental liability and potential costs of handling Construction-Derived Waste.

3.1 Definitions.

“Hazardous Substance(s)” means any substance, or substance containing any component, now or hereafter designated as a hazardous, dangerous, toxic or harmful substance, material or waste, subject to regulation under any Environmental Law.

“Environmental Law” shall mean any environmentally related local, state or federal law or regulation, ordinance or order, now or hereafter amended including, but not limited to: the Federal Clean Air Act; the Federal Clean Water Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Waste Management Recovery and Recycling Act; the Federal Toxic Substances Control Act; United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101) the Washington Hazardous Waste Management Act; Washington Model Toxics Control Act; the Washington Water Pollution Control Act; the Washington Underground Petroleum Storage Tanks Act; the Washington Industrial Safety and Health Act; the Washington Worker and Community Right to Know Act; the Washington Oil and Hazardous Substance Spill Prevention and Response Act; and any such other substances, materials and wastes as are or become regulated or subject to cleanup authority by any jurisdiction under any environmental laws.

“Construction-Derived Waste” (“CDW”) shall mean that soil or water generated from the excavation activities necessary for construction of Project Elements I and II which the Port determines must be removed from the easement area and construction site.

“Hazardous/Dangerous CDW” is soil or water that is designated as hazardous or dangerous under 40 CFR Part 260 and WAC 173-303 criteria by a party pursuant to the procedures in Section 3.4.6.

“Non-Hazardous CDW” is all other CDW. Non-Hazardous CDW is not necessarily “clean waste” and may contain pollutants that require special handling.

3.2 No Indemnity for Pre-existing Hazardous Substances.

The Port’s participation in the Project shall create no obligation on the part of Grantor or any other party, to indemnify or defend Grantee, or any other party, their agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any Hazardous Substances in, under, or on property owned by Grantee or any other Party.

3.3 Waiver.

Grantor and Grantee shall waive and release each other, their agents, elected officials, officers or employees from any and all liability, loss, damage, expense, actions and claims

arising from or related to any incremental increase in hazardous substances generated by whatever additional vehicle traffic there may be on the truck roadway when the Project is completed.

3.4 Testing and Disposal of Construction-Derived Waste.

3.4.1 Grantee will pay the cost for disposal of any CDW generated during construction of Project Elements I and II. Grantee will collect and test the CDW.

3.4.2 Grantee, or the owner of the property from which the CDW was generated ("Property Owner"), will determine whether it is Hazardous/Dangerous CDW according to the procedures in Section 3.4.3. Grantee will generate soil profiles for disposal for all soil that is Non-hazardous CDW, and will dispose of such wastes in a Subtitle D landfill (soil) or as appropriate (water).

3.4.3 If the Grantee identifies any of the waste generated during construction as "hazardous/ dangerous" waste, the Grantee and Grantor will have the following responsibilities and obligations:

a. Grantee's responsibilities:

- (i) The Grantee will sample and characterize all Hazardous/Dangerous CDW and will keep wastes segregated and/or stockpiled according to the geographic origin of the CDW (by individual Property Owner).
- (ii) The Grantee will notify the respective Property Owner of the existence of any Hazardous/ Dangerous CDW generated on its property.
- (iii) If the Property Owner agrees with the Grantee's Hazardous/Dangerous CDW designation, the Grantee will coordinate transportation to the chosen waste disposal facility.
- (iv) If the Property Owner disagrees with the Grantee's Hazardous/Dangerous CDW designation, then Section 3.4.3(b) will apply.

b. Property Owner responsibilities: Upon notification by the Grantee that Hazardous/Dangerous CDW has been generated on its property, the Property Owner will be responsible for the following:

- (i) The Property Owner will respond to the Grantee's Hazardous/Dangerous CDW designation within five business days of notification by the Grantee of the Hazardous/Dangerous waste designation.
- (ii) Within five business days of confirming acceptance of the Hazardous/Dangerous CDW designation, the Property Owner will complete the necessary paperwork to acquire an EPA Waste ID number from the Washington State Department of Ecology if none has been previously established for the property.
- (iii) In the event that the Property Owner disagrees with the Grantee's Hazardous/Dangerous CDW designation, the Property Owner will be responsible for all the steps associated with disposal of the Non-Hazardous CDW. In such event, the

Property Owner will notify Grantee within five business days of receiving the Grantee's notification of Hazardous/Dangerous CDW designation, that the Property Owner disagrees with the Grantee's designation and that the Property Owner has determined that the waste is Non-Hazardous CDW. Within 30 calendar days of notifying the Grantee of the Property Owner's disagreement with the Grantee's Hazardous/Dangerous CDW designation, the Property Owner will arrange for and complete the disposal of the disputed waste as Non-Hazardous CDW without the Grantee's assent or assistance, unless the Property Owner plans to dispose of the disputed waste by rail, in which case the Property Owner will have 90 days to do so. In such event, the Property Owner will submit an invoice to the Grantee for reimbursement of the disposal cost for the Non-Hazardous CDW, but in no event will the rate sought for reimbursement exceed the rate that the Grantee obtains from facilities for disposal of Non-Hazardous CDW. As used here, "rate" includes the cost of loading into trucks or rail cars, transportation, and actual disposal costs.

(iv) When the Property Owner agrees with the Grantee's designation of Hazardous/Dangerous CDW, the Grantee will suggest, for the Property Owner's approval, a facility for waste disposal that meets federal and state criteria ("Port-suggested facility"). If the Property Owner wishes to dispose of waste at a facility different from the Port-suggested facility, the Grantee's responsibility for the cost of waste disposal will not exceed 100 percent of what it would cost at the Port-suggested facility.

(v) Within 14 calendar days of receiving the Grantee's notification of Hazardous/Dangerous CDW designation, the Property Owner or its agent will sign an application prepared by the Grantee or its consultant to create/generate a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 Days. Creating/generating a profile will include but is not necessarily limited to submitting the EPA ID number assigned to the property, identifying the hauler of the Hazardous/Dangerous CDW, identifying the Property Owner and submitting the chemical and analytical data produced by the Grantee. If the Property Owner does not wish to have the Grantee prepare the manifest/application, the Property Owner will so indicate to Grantee and Property Owner will prepare the manifest/application and be responsible for creating/generating a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 Days.

(vi) The Property Owner or its agent will be responsible for signing as the waste generator on the Hazardous Waste Manifest and for recordkeeping required for Hazardous Waste Manifests per State and federal Regulations.

(vii) The Grantee or its consultant will be responsible for preparing, and the Property Owner responsible for signing, all reporting associated with the Hazardous or Dangerous CDW shipped from the Premises; provided, however, if the Property Owner does not wish to have Grantee prepare the manifest/application, then the Property Owner will be responsible for such reporting.

(viii) The Property Owner, at Grantee's cost and expense, will be responsible for closing out the EPA ID number with the Washington State Department of Ecology upon completion of Project Elements I and II.

Section 4 Legal Compliance. Grantee will observe and comply with any and all laws, including Environmental Laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction relating to the use of the Premises.

Section 5 Insurance. During the term of this Agreement, Grantee will maintain insurance in the amount and to the extent Grantee reasonably deems necessary to cover its activities on the Premises, which coverage Grantee may provide through its program of self-insurance or commercial insurance. Grantor shall be included as an additional insured party if Grantee utilizes commercial insurance, to the extent that such a commercial policy will extend additional insured status to Grantor.

Section 6. Grantor's Use of the Premises. Grantor, its successors and assigns, may use the Premises for cargo truck travel as long as it is consistent with the dedication of the Premises to operation and maintenance as a truck roadway and as long as it is not inconsistent with the exclusive rights herein granted and is subject to the conditions of this Agreement.

Section 7. Standard of Care. Grantee will perform all construction activities associated with its completion of the Project in compliance with all federal, state, and local laws, including Environmental Laws and with the terms of this Agreement. Grantee will exercise reasonable care in the performance of all its activities and will use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property, including the Premises.

Section 8. Ownership of Project Improvements. Unless otherwise provided in this Agreement or in other approvals or agreements, Grantee will own the Project improvements made within the Easement area, including, without limitation, improvements constructed by either party at the cost and expense of Grantee. Nothing in this Agreement, however, will be construed as granting to the Grantee any interest or right in the Easement or the improvements within the Easement other than the rights expressly provided herein.

Section 9. Operations. Grantee will operate, maintain, and repair the Project located within the Easement in compliance with all federal, state, and local laws and in a manner consistent with industry standards. Grantee will exercise reasonable care in the performance of all its activities within the Easement and will use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 10. Liens and Encumbrances. Grantee will, at its sole cost, keep the Easement area free and clear of any liens or other encumbrances arising out of Grantee's activities under this Agreement.

Section 11. Transfer of Interests. Grantee will not assign or transfer the Easement, or any interest herein to any entity other than a successor agency that would operate and maintain the

Project, without the express written consent of Grantor. Such consent will not be unreasonably withheld. All of the terms of this Agreement, whether so expressed or not, will be binding upon the respective successors and permitted assigns of the parties hereto and will inure to the benefits of be enforceable by the parties hereto and their respective successors and assigns.

Section 12. Binding Effect. The Easement is appurtenant to and will run with the **Benefitted Property**, legally described in **Attachment "B"** attached hereto as well as any real property interest that Grantee acquires as part of the Project. The Easement will inure to the benefit of Grantee, its successors and/or assigns and will be binding upon the Grantor, and their respective heirs, successors and/or assigns.

Section 13. Authority to Execute Agreement. Grantor covenants that Grantor is the lawful owner of the Premises and has a good and lawful right to execute the Agreement.

Section 14. Termination and Reversion Upon Abandonment. Either party may terminate this Easement upon thirty (30) days written notice to the other in the event that Grantee or its successor agency permanently ceases operation and use of the truck roadway on the Premises or in the event that Grantee or its successor agency does not construct some portion of the Project within the Easement area. In the event that the Easement terminates, all of the Grantee's rights to the Easement shall cease and all rights hereunder shall revert to Grantor.

Section 15. Notices. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same will be given and will be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantor: Prologis, L.P.
3353 Gateway Boulevard
Fremont, CA 94538

Attention: Vice President – Development Manager
Copy to: Prologis, L.P. – Legal Department
4545 Airport Way, Denver, CO 80239

If to Grantee: Port of Seattle
P.O. Box 1209
Seattle, WA 98111

Attention: Seaport Managing Director
Copy to: General Counsel

Section 16 Recordation. It is understood and agreed that this Agreement will not be in recordable form and will not be placed on public record and any such recording will be a breach of this Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Attachment "C"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement will be recorded in the real estate records in the county where the Premises are located.

Section 17 Miscellaneous.

17.1 All questions concerning the interpretation or application of provisions of this Agreement will be decided according to the substantive Laws of the State of Washington without regard to conflicts of law provisions.

17.2 To the fullest extent permitted by law, any dispute arising under or in connection with this Agreement or related to any subject matter which is the subject of this Agreement will be subject to the sole and exclusive jurisdiction of King County Superior Court. This choice of venue is intended by the parties to be mandatory and not permissive. Each party irrevocably consents to the jurisdiction of King County Superior Court in any such dispute and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the laying of venue in such court or that any such dispute which is brought in such court has been brought in an inconvenient forum.

17.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

17.4 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

17.5 Time is of the essence for the performance of this Agreement.

[Signature page follows]

Witness the execution of this Agreement as of the date first set forth above.

Grantor:

Prologis, L.P.

By: _____ [*signature line*]
Name: _____ [*insert name of signatory*]
Title: _____ [*insert title of signatory*]

of Prologis Inc., its general partner

Grantee:

Port of Seattle, a Washington municipal corporation

By: _____
Name: _____
Title: _____

Attachment "A"
Prologis Exclusive Roadway Easement

Premises

[Insert Legal Description]

[Follow Legal Description page with depiction of Premises/Easement Area]

Attachment A
Prologis Exclusive Roadway Easement
Assessor's Parcel No. 7666207536

An exclusive roadway easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of Assessor's Parcel No. 7666207536, more particularly described as follows:

Commencing at a concrete filled pipe with lead and tack at the intersection of South Dakota Street and East Marginal Way;
Thence South 88°49'33" East, along the centerline of said South Dakota Street, a distance of 225.00 feet to a point on the westerly boundary of said parcel;
Thence North 01°10'27" East, along said westerly boundary, a distance of 26.40 feet to the beginning of a nontangent curve to the left, having a radius of 563.73 feet, the center of which bears North 58°35'50" East, said point being the Point of Beginning;
Thence southeasterly along said curve and northeasterly boundary of said parcel, through a central angle of 00°03'57" and an arc distance of 0.65 feet to the beginning of a nontangent curve to the left, having a radius of 249.25 feet, the center of which bears North 66°47'51" East;
Thence southeasterly along said curve, through a central angle of 16°22'00" and an arc distance of 71.20 feet;
Thence South 40°17'02" East a distance of 20.75 feet;
Thence South 16°52'18" East a distance of 5.03 feet;
Thence South 39°55'07" East a distance of 167.93 feet to the beginning of a tangent 397.27 foot radius curve to the right;
Thence southeasterly along said curve, through a central angle of 8°12'24" and an arc distance of 56.90 feet;
Thence South 31°42'43" East a distance of 237.42 feet to the beginning of a tangent 1036.23 foot radius curve to the right;
Thence southeasterly along said curve, through a central angle of 7°42'59" and an arc distance of 139.56 feet;
Thence South 58°27'22" West a distance of 18.16 feet to the beginning of a nontangent 1018.23 foot radius curve to the left, the radius point of which bears South 66°08'19" West;
Thence northwesterly along said curve, through a central angle of 7°51'01" and an arc distance of 139.52 feet;
Thence North 31°42'43" West a distance of 237.42 feet to the beginning of a tangent 379.27 foot radius curve to the left;
Thence northwesterly along said curve, through a central angle of 8°12'24" and an arc distance of 54.32 feet;
Thence North 39°55'07" West a distance of 167.87 feet;
Thence North 40°17'02" West a distance of 25.46 feet to the beginning of a nontangent 269.25 foot radius curve to the right, the radius point of which bears North 50°24'33" East;
Thence northwesterly along said curve, through a central angle of 08°22'56" and an arc distance of 39.40 feet, to a point on the westerly boundary of said parcel;
Thence North 01°10'27" East, along said westerly boundary, a distance of 15.48 to the Point of Beginning.

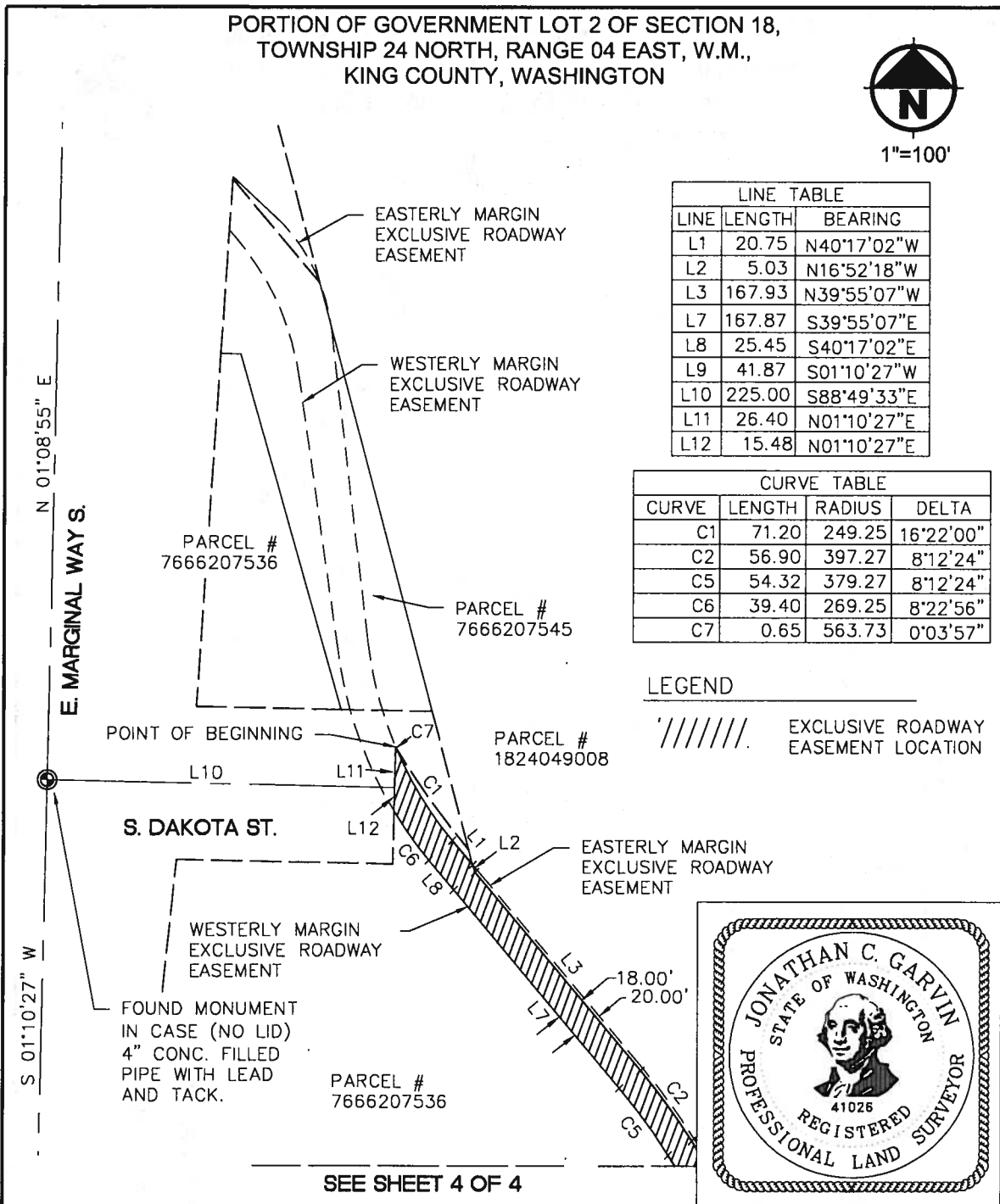
Having an area of 12,410 square feet, more or less, within said parcel 7666207536.



PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON



1"=100'

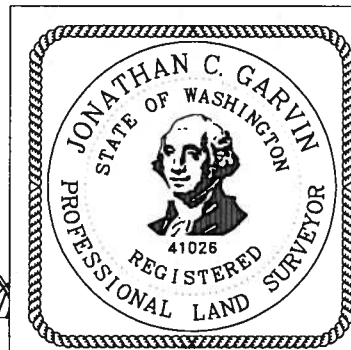


LINE TABLE		
LINE	LENGTH	BEARING
L1	20.75	N40°17'02"W
L2	5.03	N16°52'18"W
L3	167.93	N39°55'07"W
L7	167.87	S39°55'07"E
L8	25.45	S40°17'02"E
L9	41.87	S01°10'27"W
L10	225.00	S88°49'33"E
L11	26.40	N01°10'27"E
L12	15.48	N01°10'27"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	71.20	249.25	16°22'00"
C2	56.90	397.27	8°12'24"
C5	54.32	379.27	8°12'24"
C6	39.40	269.25	8°22'56"
C7	0.65	563.73	0°03'57"

LEGEND

////// EXCLUSIVE ROADWAY EASEMENT LOCATION

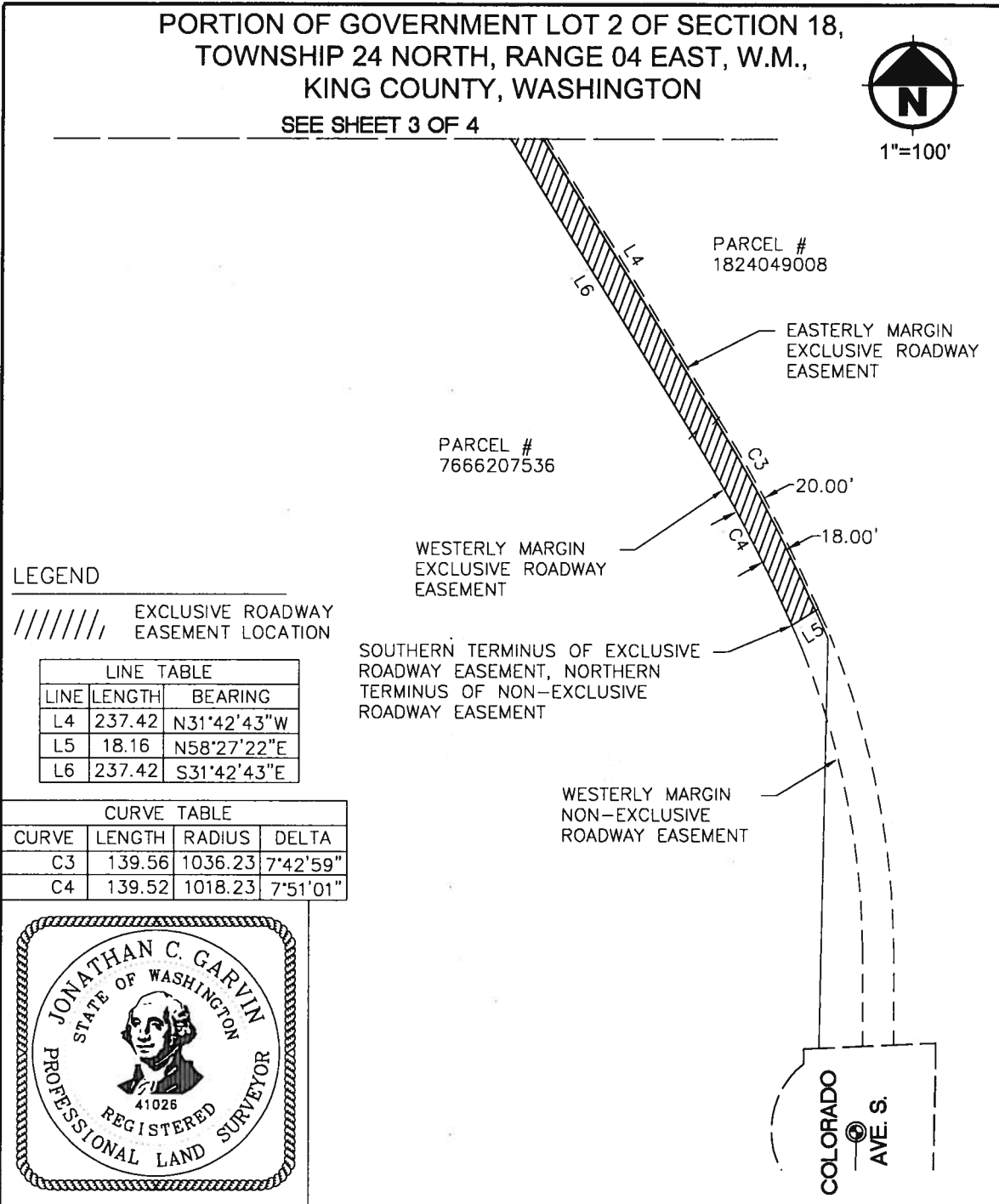


SEE SHEET 4 OF 4

	ARGO YARD TRUCK ROADWAY PROLOGIS EXCLUSIVE ROADWAY EASEMENT	DATE FEBRUARY 12, 2014
	EASEMENT ATTACHMENT "A"	SHEET NO. 3 OF 4

PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON

SEE SHEET 3 OF 4

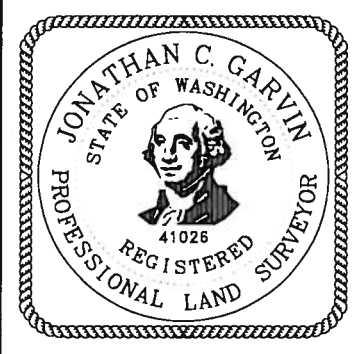


LEGEND

////// EXCLUSIVE ROADWAY EASEMENT LOCATION

LINE TABLE		
LINE	LENGTH	BEARING
L4	237.42	N31°42'43"W
L5	18.16	N58°27'22"E
L6	237.42	S31°42'43"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C3	139.56	1036.23	7°42'59"
C4	139.52	1018.23	7°51'01"



	ARGO YARD TRUCK ROADWAY PROLOGIS EXCLUSIVE ROADWAY EASEMENT	DATE FEBRUARY 12, 2014
	EASEMENT ATTACHMENT "A"	SHEET NO. 4 OF 4

Attachment "B"
Prologis Exclusive Roadway Easement

Benefitted Property

[Insert legal description of Port property benefitted by the easement]

Attachment B
Prologis Exclusive Roadway Easement
Benefitted Property

TERMINAL 18

Those portions of Blocks 393, 394, 395, 396, 398, 399, 400, 401 and 402, Seattle Tide Lands, portions of Block A, Frink's Waterfront Addition, together with portions of vacated streets and alleys, as shown on Record of Survey filed under recording number 9804079015, records of King County, Washington, located in the NW 1/4, Section 18, Township 24 North, Range 4 East, W.M., SW 1/4 Section 7, Township 24 North, Range 4 East, W.M., NW 1/4, Section 7, Township 24 North, Range 4 East, W.M. King County, Washington, described as follows:

Beginning at the intersection on the north margin of Southwest Spokane Street with the westerly margin of 10th Avenue Southwest; thence South $88^{\circ}51'34''$ East along said north margin of SW Spokane Street a distance of 51.65 feet to the centerline of 10th Avenue Southwest; thence North $15^{\circ}38'26''$ East along said centerline a distance of 30.89 feet; thence North $74^{\circ}21'34''$ West a distance of 170.34 feet to the True Point of Beginning; thence North $00^{\circ}21'44''$ East a distance of 114.84 feet; thence North $15^{\circ}30'12''$ East a distance of 193.62 feet; thence South $88^{\circ}40'55''$ East a distance of 125.95 feet; thence South $74^{\circ}21'34''$ East a distance of 77.90 feet; thence North $15^{\circ}39'07''$ East a distance of 253.36 feet; thence North $01^{\circ}11'42''$ East a distance of 87.23 feet; thence South $88^{\circ}55'17''$ East a distance of 61.42 feet to the easterly face of the bullrail located along the East Waterway; thence North $01^{\circ}09'09''$ East along said bullrail a distance of 6142.85 feet to the northeasterly bullrail corner; thence North $88^{\circ}33'07''$ West along the northerly face of the bullrail a distance of 99.56 feet to the beginning of a fence; thence along said fence the following courses: South $00^{\circ}56'46''$ West a distance of 121.49 feet to the beginning of a non-tangent curve having a radius of 110.00 feet and whose center bears South $10^{\circ}06'41''$ West; thence southwesterly along said curve a distance of 77.69 feet through a central angle of $40^{\circ}27'54''$; thence South $59^{\circ}38'47''$ West a distance of 676.69 feet to a point on the north line of lease boundary that intersects with the projected line of the East face of the proposed barrier wall; thence South $01^{\circ}01'16''$ West along the projected line of the proposed barrier wall a distance of 3.46 feet to the east face of the proposed barrier wall; thence continuing along the east face of the proposed barrier wall South $01^{\circ}01'16''$ West a distance of 208.99 feet to the beginning of a curve to the right having a radius of 400.00 feet; thence along said curve a distance of 177.25 through a central angle of $25^{\circ}23'23''$; thence South $26^{\circ}24'39''$ West a distance of 212.10 feet to the beginning if a curve to the right having a radius of 300.00 feet; thence along said curve a distance of 86.64 feet through a central angle of $16^{\circ}32'49''$; thence South $42^{\circ}57'28''$ West a distance of 205.44 feet; thence North $88^{\circ}54'35''$ West a distance of 45.44 feet to the end of the Easterly face of the barrier wall; thence South $01^{\circ}05'23''$ West a distance of 695.24 feet; thence South $88^{\circ}47'09''$ West a distance of 49.91 feet thence; South $01^{\circ}12'51''$ West a distance of 11.58 feet; thence South $77^{\circ}10'47''$ East a distance of 6.34 feet; thence South $00^{\circ}38'57''$ East a distance of 89.45 feet; thence South $20^{\circ}20'25''$ West a distance of 61.54 feet; thence South $01^{\circ}08'48''$ West a distance of 107.63 feet to the beginning of a non-tangent curve having a radius of 530.00 feet and whose center bears South $34^{\circ}39'26''$ West; thence southeasterly along said curve a distance of 225.37 feet through a central

angle of 24°21'47"; thence South 58°46'57" West a distance of 48.15 feet to the beginning of a non-tangent curve having a radius of 423.42 feet and whose center bears South 63°44'01" West; thence southeasterly along said curve a distance of 202.58 feet through a central angle of 27°24'47"; thence South 01°08'48" West a distance of 1138.44 feet; thence North 88°51'12" West a distance of 4.99 feet; thence South 01°08'46" West a distance of 91.79 feet to the beginning of a curve to the right having a radius of 130.00 feet; thence said curve a distance of 77.15 feet through a central angle of 34°00'03" to a point of compound curvature having a radius of 54.00 feet; thence along said compound curve a distance of 137.54 feet through a central angle of 145°56'14"; thence North 01°05'02" East a distance of 66.63 feet to a point on the southerly margin of said Block 398, said point being North 88°51'15" West a distance of 86.42 feet from the southeast corner of said Block 398; thence North 88°51'15" West along the southerly margin of said Block 398 a distance of 176.94 feet; thence South 01°08'48" West a distance of 113.83 feet; thence South 17°47'36" West a distance of 320.18 feet; thence South 56°35'07" West a distance of 166.87 feet to the beginning of a curve to the right having a radius of 65.00 feet; thence along said curve a distance of 141.30 feet through a central angle of 124°33'18"; thence North 01°08'25" East a distance of 361.73 feet; thence North 88°51'15" West a distance of 35.35 feet to the northeast corner of said Block 402; thence continuing North 88°51'15" West along the northerly margin of said Block 402 a distance of 401.81 feet; thence South 45°45'37" West a distance of 178.84 feet; thence South 01°07'58" West a distance of 1715.24 feet to the beginning of a curve to the left having a radius of 495.00 feet; thence along said curve a distance of 356.05 feet through a central angle of 41°12'46"; thence South 40°04'47" East a distance of 368.65 feet to the beginning of a curve to the left having a radius of 42.00 feet; thence along said curve a distance of 35.91 feet through a central angle of 48°58'54"; thence South 89°03'41" East a distance of 145.84 feet to the beginning of a curve to the left having a radius of 8.00 feet; thence along said curve a distance of 12.57 feet through a central angle of 90°00'00" to a point of reverse curvature having a radius of 24.00 feet; thence along said curve a distance of 37.70 feet through a central angle of 90°00'00"; thence South 89°03'41" East a distance of 87.82 feet to the beginning of a curve to the left having a radius of 247.00 feet; thence along said curve a distance of 55.32 feet through a central angle of 12°49'55"; thence North 78° 06' 24" East a distance of 105.86 feet to the beginning of a curve to the right having a radius of 623.00 feet; thence along said curve a distance of 154.38 feet through a central angle of 14°11'51"; thence South 87°41'45" East a distance of 314.88 feet; thence South 01°08'48" West a distance of 283.54 feet; thence South 88°51'12" East a distance of 34.58 feet to the beginning of a non-tangent curve having a radius of 273.00 feet and whose center bears North 79°39'54" East; thence southeasterly along said curve a distance of 102.09 feet through a central angle of 21°25'35"; thence South 31°45'41" East a distance of 142.25 feet; thence South 88°51'44" East a distance of 160.62 feet; thence South 84°23'36" East a distance of 70.66 feet to the southwesterly corner of said Block 393; thence South 88°51'34" East along the southerly margin of said Block 393 a distance of 60.32 feet; thence North 00°21'44" East a distance of 72.56 feet to the True Point of Beginning.

Attachment "C"
Prologis Exclusive Roadway Easement

Memorandum of Easement

[On following pages insert Memorandum of Easement document]

When Recorded Return To:

Port of Seattle
Attention: Soojin Kim
P.O. Box 1209
Seattle, WA 98111

Title: Memorandum of Easement

Reference #: N/A

Grantor: Prologis L.P., a Delaware limited partnership

Abbreviated Legal Description:

Tax Parcel Account Number:

Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is executed this day of , 20__
by and between **Prologis L.P.**, a Delaware limited partnership ("Grantor"), with an address at
3353 Gateway Boulevard, Fremont, CA 94538, attn.: Vice President – Development Manager,
and **Port of Seattle**, a Washington municipal corporation_ ("Grantee"), with an address at 2711
Alaskan Way, P.O. Box 1209, Seattle, WA 98111:

1. Grantor owns or controls the real property in the City of Seattle, County of King, , State of Washington as described on **Attachment "A"** (the "Premises").
2. Grantor and Grantee have entered into the **Prologis Exclusive Roadway Easement Agreement**, dated , 20__ (the "Agreement") in which, subject to terms set forth therein, Grantor grants Grantee a permanent, exclusive easement for a private, dedicated truck roadway, barriers, fencing, light poles and related facilities over, under, across and through the Premises (the "Easement") for the benefit of Grantee and

Grantee's employees, contractors, agents and invitees and Grantee's property described in Attachment "B" to the Agreement.

3. This Memorandum of Easement is solely for the purpose of giving constructive notice of the Agreement and Easement. In the event of conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement control.

[Signatures and Notarial Acknowledgments on Following Pages]

Attachment A

[Insert Legal Description for Easement Area of Prologis Exclusive Roadway Easement]
[Follow Legal Description page with depiction of Premises/Easement Area]

Attachment A
Prologis Exclusive Roadway Easement
Assessor's Parcel No. 7666207536

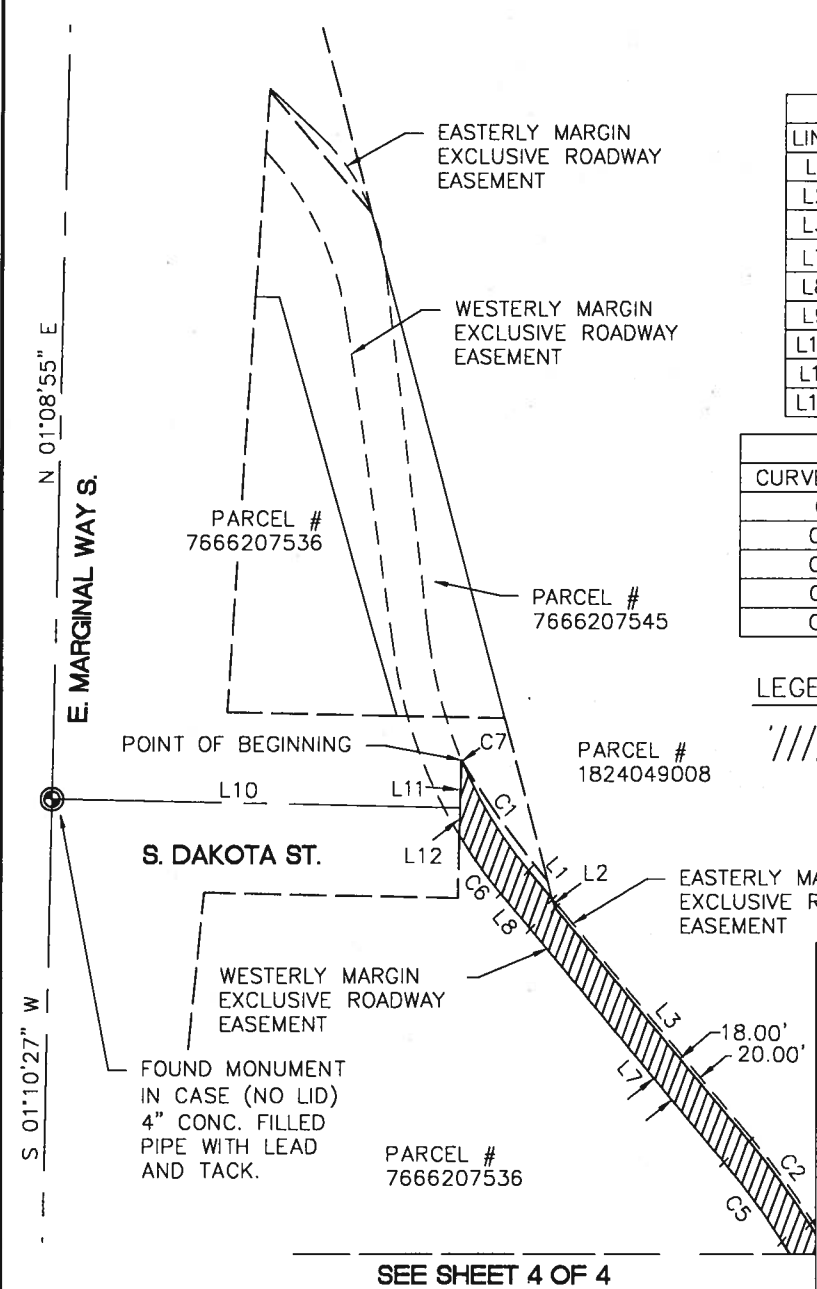
An exclusive roadway easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of Assessor's Parcel No. 7666207536, more particularly described as follows:

Commencing at a concrete filled pipe with lead and tack at the intersection of South Dakota Street and East Marginal Way;
Thence South 88°49'33" East, along the centerline of said South Dakota Street, a distance of 225.00 feet to a point on the westerly boundary of said parcel;
Thence North 01°10'27" East, along said westerly boundary, a distance of 26.40 feet to the beginning of a nontangent curve to the left, having a radius of 563.73 feet, the center of which bears North 58°35'50" East, said point being the Point of Beginning;
Thence southeasterly along said curve and northeasterly boundary of said parcel, through a central angle of 00°03'57" and an arc distance of 0.65 feet to the beginning of a nontangent curve to the left, having a radius of 249.25 feet, the center of which bears North 66°47'51" East;
Thence southeasterly along said curve, through a central angle of 16°22'00" and an arc distance of 71.20 feet;
Thence South 40°17'02" East a distance of 20.75 feet;
Thence South 16°52'18" East a distance of 5.03 feet;
Thence South 39°55'07" East a distance of 167.93 feet to the beginning of a tangent 397.27 foot radius curve to the right;
Thence southeasterly along said curve, through a central angle of 8°12'24" and an arc distance of 56.90 feet;
Thence South 31°42'43" East a distance of 237.42 feet to the beginning of a tangent 1036.23 foot radius curve to the right;
Thence southeasterly along said curve, through a central angle of 7°42'59" and an arc distance of 139.56 feet;
Thence South 58°27'22" West a distance of 18.16 feet to the beginning of a nontangent 1018.23 foot radius curve to the left, the radius point of which bears South 66°08'19" West;
Thence northwesterly along said curve, through a central angle of 7°51'01" and an arc distance of 139.52 feet;
Thence North 31°42'43" West a distance of 237.42 feet to the beginning of a tangent 379.27 foot radius curve to the left;
Thence northwesterly along said curve, through a central angle of 8°12'24" and an arc distance of 54.32 feet;
Thence North 39°55'07" West a distance of 167.87 feet;
Thence North 40°17'02" West a distance of 25.46 feet to the beginning of a nontangent 269.25 foot radius curve to the right, the radius point of which bears North 50°24'33" East;
Thence northwesterly along said curve, through a central angle of 08°22'56" and an arc distance of 39.40 feet, to a point on the westerly boundary of said parcel;
Thence North 01°10'27" East, along said westerly boundary, a distance of 15.48 to the Point of Beginning.

Having an area of 12,410 square feet, more or less, within said parcel 7666207536.



PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON

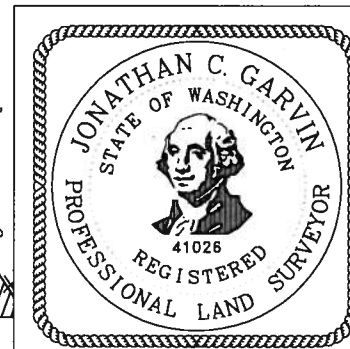


LINE TABLE		
LINE	LENGTH	BEARING
L1	20.75	N40°17'02"W
L2	5.03	N16°52'18"W
L3	167.93	N39°55'07"W
L7	167.87	S39°55'07"E
L8	25.45	S40°17'02"E
L9	41.87	S01°10'27"W
L10	225.00	S88°49'33"E
L11	26.40	N01°10'27"E
L12	15.48	N01°10'27"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	71.20	249.25	16°22'00"
C2	56.90	397.27	8°12'24"
C5	54.32	379.27	8°12'24"
C6	39.40	269.25	8°22'56"
C7	0.65	563.73	0°03'57"

LEGEND

////// EXCLUSIVE ROADWAY EASEMENT LOCATION



SEE SHEET 4 OF 4



ARGO YARD TRUCK ROADWAY
PROLOGIS EXCLUSIVE
ROADWAY EASEMENT

EASEMENT ATTACHMENT "A"

DATE

FEBRUARY 12, 2014

SHEET NO.

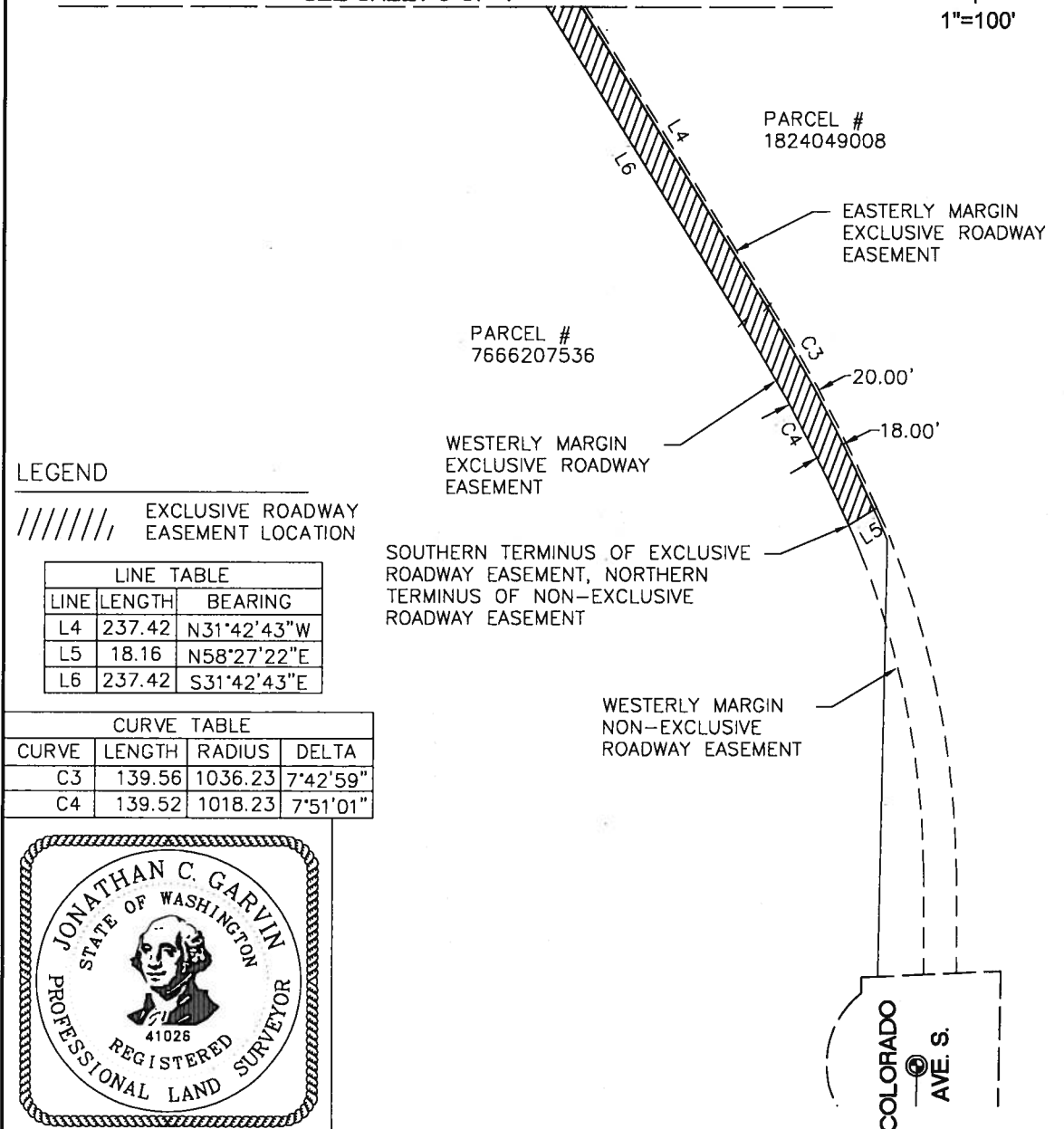
3 OF 4

PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON



1"=100'

SEE SHEET 3 OF 4



LEGEND

////// EXCLUSIVE ROADWAY EASEMENT LOCATION

LINE TABLE		
LINE	LENGTH	BEARING
L4	237.42	N31°42'43"W
L5	18.16	N58°27'22"E
L6	237.42	S31°42'43"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C3	139.56	1036.23	7°42'59"
C4	139.52	1018.23	7°51'01"



	ARGO YARD TRUCK ROADWAY PROLOGIS EXCLUSIVE ROADWAY EASEMENT	DATE FEBRUARY 12, 2014
	EASEMENT ATTACHMENT "A"	SHEET NO. 4 OF 4

Attachment B

[Insert Legal Description of Terminal 18 – Benefitted Property for Prologis Exclusive Roadway Easement]

Attachment B
Prologis Exclusive Roadway Easement
Benefitted Property

TERMINAL 18

Those portions of Blocks 393, 394, 395, 396, 398, 399, 400, 401 and 402, Seattle Tide Lands, portions of Block A, Frink's Waterfront Addition, together with portions of vacated streets and alleys, as shown on Record of Survey filed under recording number 9804079015, records of King County, Washington, located in the NW 1/4, Section 18, Township 24 North, Range 4 East, W.M., SW 1/4 Section 7, Township 24 North, Range 4 East, W.M., NW 1/4, Section 7, Township 24 North, Range 4 East, W.M. King County, Washington, described as follows:

Beginning at the intersection on the north margin of Southwest Spokane Street with the westerly margin of 10th Avenue Southwest; thence South 88°51'34" East along said north margin of SW Spokane Street a distance of 51.65 feet to the centerline of 10th Avenue Southwest; thence North 15°38'26" East along said centerline a distance of 30.89 feet; thence North 74°21'34" West a distance of 170.34 feet to the True Point of Beginning; thence North 00°21'44" East a distance of 114.84 feet; thence North 15°30'12" East a distance of 193.62 feet; thence South 88°40'55" East a distance of 125.95 feet; thence South 74°21'34" East a distance of 77.90 feet; thence North 15°39'07" East a distance of 253.36 feet; thence North 01°11'42" East a distance of 87.23 feet; thence South 88°55'17" East a distance of 61.42 feet to the easterly face of the bullrail located along the East Waterway; thence North 01°09'09" East along said bullrail a distance of 6142.85 feet to the northeasterly bullrail corner; thence North 88°33'07" West along the northerly face of the bullrail a distance of 99.56 feet to the beginning of a fence; thence along said fence the following courses: South 00°56'46" West a distance of 121.49 feet to the beginning of a non-tangent curve having a radius of 110.00 feet and whose center bears South 10°06'41" West; thence southwesterly along said curve a distance of 77.69 feet through a central angle of 40°27'54"; thence South 59°38'47" West a distance of 676.69 feet to a point on the north line of lease boundary that intersects with the projected line of the East face of the proposed barrier wall; thence South 01°01'16" West along the projected line of the proposed barrier wall a distance of 3.46 feet to the east face of the proposed barrier wall; thence continuing along the east face of the proposed barrier wall South 01°01'16" West a distance of 208.99 feet to the beginning of a curve to the right having a radius of 400.00 feet; thence along said curve a distance of 177.25 through a central angle of 25° 23' 23"; thence South 26°24'39" West a distance of 212.10 feet to the beginning of a curve to the right having a radius of 300.00 feet; thence along said curve a distance of 86.64 feet through a central angle of 16°32'49"; thence South 42°57'28" West a distance of 205.44 feet; thence North 88°54'35" West a distance of 45.44 feet to the end of the Easterly face of the barrier wall; thence South 01°05'23" West a distance of 695.24 feet; thence South 88°47'09" West a distance of 49.91 feet thence; South 01°12'51" West a distance of 11.58 feet; thence South 77°10'47" East a distance of 6.34 feet; thence South 00°38'57" East a distance of 89.45 feet; thence South 20°20'25" West a distance of 61.54 feet; thence South 01°08'48" West a distance of 107.63 feet to the beginning of a non-tangent curve having a radius of 530.00 feet and whose center bears South 34°39'26" West; thence southeasterly along said curve a distance of 225.37 feet through a central

angle of 24°21'47"; thence South 58°46'57" West a distance of 48.15 feet to the beginning of a non-tangent curve having a radius of 423.42 feet and whose center bears South 63°44'01" West; thence southeasterly along said curve a distance of 202.58 feet through a central angle of 27°24'47"; thence South 01°08'48" West a distance of 1138.44 feet; thence North 88°51'12" West a distance of 4.99 feet; thence South 01°08'46" West a distance of 91.79 feet to the beginning of a curve to the right having a radius of 130.00 feet; thence said curve a distance of 77.15 feet through a central angle of 34°00'03" to a point of compound curvature having a radius of 54.00 feet; thence along said compound curve a distance of 137.54 feet through a central angle of 145°56'14"; thence North 01°05'02" East a distance of 66.63 feet to a point on the southerly margin of said Block 398, said point being North 88°51'15" West a distance of 86.42 feet from the southeast corner of said Block 398; thence North 88°51'15" West along the southerly margin of said Block 398 a distance of 176.94 feet; thence South 01°08'48" West a distance of 113.83 feet; thence South 17°47'36" West a distance of 320.18 feet; thence South 56°35'07" West a distance of 166.87 feet to the beginning of a curve to the right having a radius of 65.00 feet; thence along said curve a distance of 141.30 feet through a central angle of 124°33'18"; thence North 01°08'25" East a distance of 361.73 feet; thence North 88°51'15" West a distance of 35.35 feet to the northeast corner of said Block 402; thence continuing North 88°51'15" West along the northerly margin of said Block 402 a distance of 401.81 feet; thence South 45°45'37" West a distance of 178.84 feet; thence South 01°07'58" West a distance of 1715.24 feet to the beginning of a curve to the left having a radius of 495.00 feet; thence along said curve a distance of 356.05 feet through a central angle of 41°12'46"; thence South 40°04'47" East a distance of 368.65 feet to the beginning of a curve to the left having a radius of 42.00 feet; thence along said curve a distance of 35.91 feet through a central angle of 48°58'54"; thence South 89°03'41" East a distance of 145.84 feet to the beginning of a curve to the left having a radius of 8.00 feet; thence along said curve a distance of 12.57 feet through a central angle of 90°00'00" to a point of reverse curvature having a radius of 24.00 feet; thence along said curve a distance of 37.70 feet through a central angle of 90°00'00"; thence South 89°03'41" East a distance of 87.82 feet to the beginning of a curve to the left having a radius of 247.00 feet; thence along said curve a distance of 55.32 feet through a central angle of 12°49'55"; thence North 78° 06' 24" East a distance of 105.86 feet to the beginning of a curve to the right having a radius of 623.00 feet; thence along said curve a distance of 154.38 feet through a central angle of 14°11'51"; thence South 87°41'45" East a distance of 314.88 feet; thence South 01°08'48" West a distance of 283.54 feet; thence South 88°51'12" East a distance of 34.58 feet to the beginning of a non-tangent curve having a radius of 273.00 feet and whose center bears North 79°39'54" East; thence southeasterly along said curve a distance of 102.09 feet through a central angle of 21°25'35"; thence South 31°45'41" East a distance of 142.25 feet; thence South 88°51'44" East a distance of 160.62 feet; thence South 84°23'36" East a distance of 70.66 feet to the southwesterly corner of said Block 393; thence South 88°51'34" East along the southerly margin of said Block 393 a distance of 60.32 feet; thence North 00°21'44" East a distance of 72.56 feet to the True Point of Beginning.

EXHIBIT 6

PROLOGIS NON-EXCLUSIVE ROADWAY EASEMENT

PROLOGIS Non-Exclusive Roadway Easement

This Agreement for **PROLOGIS Non-Exclusive Roadway Easement** ("Easement") is entered into as of _____, 2014 ("Effective Date") by and between **Prologis L.P., a Delaware Limited Partnership** ("Grantor") and Port of Seattle, a Washington municipal corporation ("Grantee").

- A. Grantor owns or controls certain real property in Seattle, Washington, as legally described and depicted on **Attachment "A"** (the "**Premises**").
- B. Grantee has requested that Grantor grant to Grantee an **easement** over the Premises for the Easement Purpose (as defined below).
- C. On December 13, 2011, Grantee's Port of Seattle Commissioners authorized acquisition of real property interests for the Argo Yard Truck Roadway Project ("Project"). The Project is described in the Memorandum of Understanding dated January 25, 2012 among the Port of Seattle, Washington State Freight Mobility Strategic Investment Board, Prologis L.P., City of Seattle and Union Pacific Railroad Company, which MOU was subsequently supplemented, clarified and amended by that Supplemental Agreement dated ____.
- D. Grantor has agreed to grant Grantee the requested easement subject to the terms and conditions of this Agreement in consideration of the benefits associated with the Project. The Project involves construction of a private southbound dedicated truck roadway from a point east of East Marginal Way at a newly constructed underpass of the rebuilt SR 99/East Marginal Way trestle to the Argo Rail Yard gate, and addresses stormwater treatment and lighting along the roadway.

NOW, THEREFORE, the parties agree as follows:

Section 1 Granting of Easement.

- 1.1 Easement Purpose. The "Easement Purpose" will be for:
- (a) Activities related to construction of a private truck roadway from a point east of East Marginal Way South at a newly constructed underpass of the rebuilt SR 99/East Marginal Way South trestle to the Argo Rail Yard gate;
 - (b) Operation and use of the roadway, once constructed, as private southbound dedicated truck access into Argo Rail Yard;
 - (c) Inspection, maintenance, repair and replacement of said roadway and its associated materials and structures, including but not limited to stormwater

- conveyancing structures, drainage, paving, and jersey barriers, fencing and light poles; and
- (d) Such additional uses as necessary for accomplishing those enumerated activities.

by Grantee and Grantee's employees, contractors, agents, and invitees.

1.2 Grant. Grantor grants to Grantee a permanent, Non-Exclusive easement ("Easement") over, under, across and through the Premises for the Easement Purpose and for no other purpose; provided, however, that Section 14 shall apply in the event that Grantee abandons operation of the Project's truck roadway and other easements for said roadway revert to property owners that granted those easements. This Easement shall only include such rights in the Premises as shall be necessary for the activities contemplated by the Easement Purpose.

1.3 Maintenance of Premises. Grantee will be responsible for all costs associated with the operational use of the truck roadway, jersey barriers, fencing and light poles in the Premises.

1.4 Term of Easement. The term of this Agreement will be perpetual, unless sooner abandoned as provided in Section 14 of this Agreement.

Section 2 Indemnification.

2.1 At Grantee's sole expense, Grantee will indemnify, hold harmless, and defend Grantor from and against any and all claims, lawsuits, damages, liabilities, fines, expenses, fees and costs of any kind, arising from Grantee's intentional misconduct, negligence, including, but not limited to, the negligent exacerbation of any pre-existing conditions or negligent transportation of any Hazardous Substances from the Premises, or breach or default in the performance of Grantee's responsibilities under the provisions of this Agreement. As used in this Section 2.1 the term "Grantee" will include employees, agents, contractors, and persons entering the Premises under the express or implied invitation of Grantee.

2.2 Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against Grantor by any entity, relating to any matter covered by this Agreement for which Grantee has an obligation to assume liability for and/or save and hold harmless Grantor. Grantee will pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 3 Environmental liability and potential costs of handling Construction-Derived Waste.

3.1 Definitions.

“Hazardous Substance(s)” means any substance, or substance containing any component, now or hereafter designated as a hazardous, dangerous, toxic or harmful substance, material or waste, subject to regulation under any Environmental Law.

“Environmental Law” shall mean any environmentally related local, state or federal law or regulation, ordinance or order, now or hereafter amended including, but not limited to: the Federal Clean Air Act; the Federal Clean Water Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Waste Management Recovery and Recycling Act; the Federal Toxic Substances Control Act; United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101) the Washington Hazardous Waste Management Act; Washington Model Toxics Control Act; the Washington Water Pollution Control Act; the Washington Underground Petroleum Storage Tanks Act; the Washington Industrial Safety and Health Act; the Washington Worker and Community Right to Know Act; the Washington Oil and Hazardous Substance Spill Prevention and Response Act; and any such other substances, materials and wastes as are or become regulated or subject to cleanup authority by any jurisdiction under any environmental laws.

“Construction-Derived Waste” (“CDW”) shall mean that soil or water generated from the excavation activities necessary for construction of Project Elements I and II which the Port determines must be removed from the easement area and construction site.

“Hazardous/Dangerous CDW” is soil or water that is designated as hazardous or dangerous under 40 CFR Part 260 and WAC 173-303 criteria by a party pursuant to the procedures in Section 3.4.6.

“Non-Hazardous CDW” is all other CDW. Non-Hazardous CDW is not necessarily “clean waste” and may contain pollutants that require special handling.

3.2 No Indemnity for Pre-existing Hazardous Substances.

The Port’s participation in the Project shall create no obligation on the part of Grantor or any other party, to indemnify or defend Grantee, or any other party, their agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any Hazardous Substances in, under, or on property owned by Grantee or any other Party.

3.3 Waiver.

Grantor and Grantee shall waive and release each other, their agents, elected officials, officers or employees from any and all liability, loss, damage, expense, actions and claims

arising from or related to any incremental increase in hazardous substances generated by whatever additional vehicle traffic there may be on the truck roadway when the Project is completed.

3.4 Testing and Disposal of Construction-Derived Waste.

3.4.1 Grantee will pay the cost for disposal of any CDW generated during construction of Project Elements I and II. Grantee will collect and test the CDW.

3.4.2 Grantee, or the owner of the property from which the CDW was generated (“Property Owner”), will determine whether it is Hazardous/Dangerous CDW according to the procedures in Section 3.4.3. Grantee will generate soil profiles for disposal for all soil that is Non-hazardous CDW, and will dispose of such wastes in a Subtitle D landfill (soil) or as appropriate (water).

3.4.3 If the Grantee identifies any of the waste generated during construction as “hazardous/ dangerous” waste, the Grantee and Grantor will have the following responsibilities and obligations:

a. Grantee’s responsibilities:

(i) The Grantee will sample and characterize all Hazardous/Dangerous CDW and will keep wastes segregated and/or stockpiled according to the geographic origin of the CDW (by individual Property Owner).

(ii) The Grantee will notify the respective Property Owner of the existence of any Hazardous/ Dangerous CDW generated on its property.

(iii) If the Property Owner agrees with the Grantee’s Hazardous/Dangerous CDW designation, the Grantee will coordinate transportation to the chosen waste disposal facility.

(iv) If the Property Owner disagrees with the Grantee’s Hazardous/Dangerous CDW designation, then Section 3.4.3(b) will apply.

b. Property Owner responsibilities: Upon notification by the Grantee that Hazardous/Dangerous CDW has been generated on its property, the Property Owner will be responsible for the following:

(i) The Property Owner will respond to the Grantee’s Hazardous/Dangerous CDW designation within five business days of notification by the Grantee of the Hazardous/Dangerous waste designation.

(ii) Within five business days of confirming acceptance of the Hazardous/Dangerous CDW designation, the Property Owner will complete the necessary paperwork to acquire an EPA Waste ID number from the Washington State Department of Ecology if none has been previously established for the property.

(iii) In the event that the Property Owner disagrees with the Grantee’s Hazardous/Dangerous CDW designation, the Property Owner will be responsible for all the steps associated with disposal of the Non-Hazardous CDW. In such event, the

Property Owner will notify Grantee within five business days of receiving the Grantee's notification of Hazardous/Dangerous CDW designation, that the Property Owner disagrees with the Grantee's designation and that the Property Owner has determined that the waste is Non-Hazardous CDW. Within 30 calendar days of notifying the Grantee of the Property Owner's disagreement with the Grantee's Hazardous/Dangerous CDW designation, the Property Owner will arrange for and complete the disposal of the disputed waste as Non-Hazardous CDW without the Grantee's assent or assistance, unless the Property Owner plans to dispose of the disputed waste by rail, in which case the Property Owner will have 90 days to do so. In such event, the Property Owner will submit an invoice to the Grantee for reimbursement of the disposal cost for the Non-Hazardous CDW, but in no event will the rate sought for reimbursement exceed the rate that the Grantee obtains from facilities for disposal of Non-Hazardous CDW. As used here, "rate" includes the cost of loading into trucks or rail cars, transportation, and actual disposal costs.

(iv) When the Property Owner agrees with the Grantee's designation of Hazardous/Dangerous CDW, the Grantee will suggest, for the Property Owner's approval, a facility for waste disposal that meets federal and state criteria ("Port-suggested facility"). If the Property Owner wishes to dispose of waste at a facility different from the Port-suggested facility, the Grantee's responsibility for the cost of waste disposal will not exceed 100 percent of what it would cost at the Port-suggested facility.

(v) Within 14 calendar days of receiving the Grantee's notification of Hazardous/Dangerous CDW designation, the Property Owner or its agent will sign an application prepared by the Grantee or its consultant to create/generate a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 Days. Creating/generating a profile will include but is not necessarily limited to submitting the EPA ID number assigned to the property, identifying the hauler of the Hazardous/Dangerous CDW, identifying the Property Owner and submitting the chemical and analytical data produced by the Grantee. If the Property Owner does not wish to have the Grantee prepare the manifest/application, the Property Owner will so indicate to Grantee and Property Owner will prepare the manifest/application and be responsible for creating/generating a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 Days.

(vi) The Property Owner or its agent will be responsible for signing as the waste generator on the Hazardous Waste Manifest and for recordkeeping required for Hazardous Waste Manifests per State and federal Regulations.

(vii) The Grantee or its consultant will be responsible for preparing, and the Property Owner responsible for signing, all reporting associated with the Hazardous or Dangerous CDW shipped from the Premises; provided, however, if the Property Owner does not wish to have Grantee prepare the manifest/application, then the Property Owner will be responsible for such reporting.

(viii) The Property Owner, at Grantee's cost and expense, will be responsible for closing out the EPA ID number with the Washington State Department of Ecology upon completion of Project Elements I and II.

Section 4 Legal Compliance. Grantee will observe and comply with any and all laws, including Environmental Laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction relating to the use of the Premises.

Section 5 Insurance. During the term of this Agreement, Grantee will maintain insurance in the amount and to the extent Grantee reasonably deems necessary to cover its activities on the Premises, which coverage Grantee may provide through its program of self-insurance or commercial insurance. Grantor shall be included as an additional insured party if Grantee utilizes commercial insurance, to the extent that such a commercial policy will extend additional insured status to Grantor.

Section 6. Grantor's Use of the Premises. Grantor, its successors and assigns, shall have the right to use the Premises for purposes not inconsistent with the rights herein granted, and subject to the conditions of this Agreement. Grantor shall coordinate with Grantee any activity that has the potential to cause interruption of the use of the Easement for the Project. Grantor shall exercise reasonable efforts to ensure that any such activities done by or for the Grantor shall be undertaken in a manner that minimizes, to the extent possible, disruption to operation of the Easement. Specifically, Grantor shall ensure that the use of the Premises by Grantor, or its tenants, contractors, or agents, to turn into Grantor's property, shall give priority to cargo truck traffic along the roadway of which this Easement is a part. Grantor shall provide Grantee advance written notice of the timing and duration of activity with the potential to cause interruption at least 24 hours prior to commencement of the interruption, unless an emergency exists as defined in this Agreement .

Section 7. Standard of Care. Grantee will perform all construction activities associated with its completion of the Project in compliance with all federal, state, and local laws, including Environmental Laws and with the terms of this Agreement. Grantee will exercise reasonable care in the performance of all its activities and will use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property, including the Premises.

Section 8. Ownership of Project Improvements. Unless otherwise provided in this Agreement or in other approvals or agreements, Grantee will own the Project improvements made within the Easement area, including, without limitation, improvements constructed by either party at the cost and expense of Grantee. Nothing in this Agreement, however, will be construed as granting to the Grantee any interest or right in the Easement or the improvements within the Easement other than the rights expressly provided herein.

Section 9. Operations. Grantee will operate, maintain, and repair the Project located within the Easement in compliance with all federal, state, and local laws and in a manner consistent with industry standards. Grantee will exercise reasonable care in the performance of all its activities within the Easement and will use industry accepted methods and devices for

preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 10. Liens and Encumbrances. Grantee will, at its sole cost, keep the Easement area free and clear of any liens or other encumbrances arising out of Grantee's activities under this Agreement.

Section 11. Transfer of Interests. Grantee will not assign or transfer the Easement, or any interest herein to any entity other than a successor agency that would operate and maintain the Project, without the express written consent of Grantor. Such consent will not be unreasonably withheld. All of the terms of this Agreement, whether so expressed or not, will be binding upon the respective successors and permitted assigns of the parties hereto and will inure to the benefits of be enforceable by the parties hereto and their respective successors and assigns.

Section 12. Binding Effect. The Easement is appurtenant to and will run with the **Benefitted Property**, legally described in **Attachment "B"** attached hereto as well as any real property interest that Grantee acquires as part of the Project. The Easement will inure to the benefit of Grantee, its successors and/or assigns and will be binding upon the Grantor, and their respective heirs, successors and/or assigns.

Section 13. Authority to Execute Agreement. Grantor covenants that Grantor is the lawful owner of the Premises and has a good and lawful right to execute the Agreement.

Section 14. Termination and Reversion Upon Abandonment. Either party may terminate this Easement upon thirty (30) days written notice to the other in the event that Grantee or its successor agency permanently ceases operation and use of the truck roadway on the Premises or in the event that Grantee or its successor agency does not construct some portion of the Project within the Easement area. In the event that the Easement terminates, all of the Grantee's rights to the Easement shall cease and all rights hereunder shall revert to Grantor.

Section 15. Notices. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same will be given and will be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantor: Prologis, L.P.
3353 Gateway Boulevard
Fremont, CA 94538

Attention: Vice President – Development Manager

Copy to: Prologis, L.P. – Legal Department
4545 Airport Way, Denver, CO 80239

If to Grantee: Port of Seattle
P.O. Box 1209
Seattle, WA 98111

Attention: Seaport Managing Director
Copy to: General Counsel

Section 16 Recordation. It is understood and agreed that this Agreement will not be in recordable form and will not be placed on public record and any such recording will be a breach of this Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Attachment "C"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement will be recorded in the real estate records in the county where the Premises are located.

Section 17 Miscellaneous.

17.1 All questions concerning the interpretation or application of provisions of this Agreement will be decided according to the substantive Laws of the State of Washington without regard to conflicts of law provisions.

17.2 To the fullest extent permitted by law, any dispute arising under or in connection with this Agreement or related to any subject matter which is the subject of this Agreement will be subject to the sole and exclusive jurisdiction of King County Superior Court. This choice of venue is intended by the parties to be mandatory and not permissive. Each party irrevocably consents to the jurisdiction of King County Superior Court in any such dispute and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the laying of venue in such court or that any such dispute which is brought in such court has been brought in an inconvenient forum.

17.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

17.4 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

17.5 Time is of the essence for the performance of this Agreement.

[Signature page follows]

Witness the execution of this Agreement as of the date first set forth above.

Grantor:

Prologis, L.P.

By: _____ [*signature line*]

Name: _____ [*insert name of signatory*]

Title: _____ [*insert title of signatory*]

of Prologis Inc., its general partner

Grantee:

Port of Seattle, a Washington municipal corporation

By: _____

Name:

Title:

Attachment "A"
Prologis Non-Exclusive Roadway Easement

Premises

[Insert Legal Description]
[Follow Legal Description page with depiction of Premises/Easement Area]

Attachment A
Prologis Non-Exclusive Roadway Easement
Assessor's Parcel No. 7666207536

A non-exclusive roadway easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of Assessor's Parcel No. 7666207536, more particularly described as follows:

Commencing at a nail set in a concrete block in a monument case at the center of a 55 foot radius curve on the centerline of Colorado Avenue South which bears North 01°08'08" East from a stamped "X" in a brass disk set in concrete in a monument case at the intersection of Denver Avenue South and said Colorado Avenue South, said curve being on the easterly boundary of Assessor's Parcel No. 7666207536, and said curve being on the boundary of a tract of land conveyed to the City of Seattle for street purposes under Auditor's File No. 8610100446;
Thence North 38°25'09" West a distance of 55.00 feet to a point on the northerly end of said 55 foot radius curve on said easterly boundary of said Assessor's Parcel No. 7666207536, and westerly Right of Way margin of said Colorado Avenue South;
Thence North 01°08'09" East along the easterly boundary of said parcel and westerly Right of Way margin a distance of 9.73 feet;
Thence North 87°23'20" East along the boundary of said parcel and Right of Way margin a distance of 10.02 feet to the southwesterly corner of Assessor's Parcel No. 1824049008;
Thence continuing North 87°23'20" East along the boundary of said parcel and Right of Way margin a distance of 27.95 feet;
Thence North 00°00'00" East, a distance of 63.84 feet to the beginning of a nontangent 534.10 foot radius curve to the left, the radius point of which bears South 89°16'26" West;
Thence northerly along said curve, through a central angle of 16°24'06" and an arc distance of 152.89 feet to a point on the easterly boundary of said parcel 7666207536 and the Point of Beginning;
Thence continuing northerly along said curve, through a central angle of 04°58'51" and an arc distance of 46.43 feet;
Thence North 23°35'58" West a distance of 11.85 feet to the beginning of a nontangent 1018.23 foot radius curve to the left, the radius point of which bears South 66°26'59" West;
Thence northwesterly along said curve, through a central angle of 0°18'39" and an arc distance of 5.53 feet;
Thence North 58°27'22" East a distance of 18.16 feet to the beginning of a nontangent 1036.23 foot radius curve to the right, the radius point which bears South 66°00'17" West, said point being on the northeasterly boundary of said parcel;
Thence southwesterly along said curve and northeasterly boundary, through a central angle of 0°26'43" and an arc distance of 8.05 feet;
Thence South 23°33'01" East, along said northeasterly boundary, a distance of 12.10 feet to an angle point in the boundary of said parcel;
Thence South 01°08'11" West along said easterly boundary, a distance of 50.72 feet to the Point of Beginning.

Having an area of 740 square feet, more or less, within said parcel 7666207536.



PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON



1"=100'

PARCEL #
1824049008

WESTERLY MARGIN
EXCLUSIVE
ROADWAY EASEMENT

EASTERLY MARGIN
EXCLUSIVE
ROADWAY EASEMENT

PARCEL #
7666207536

LEGEND

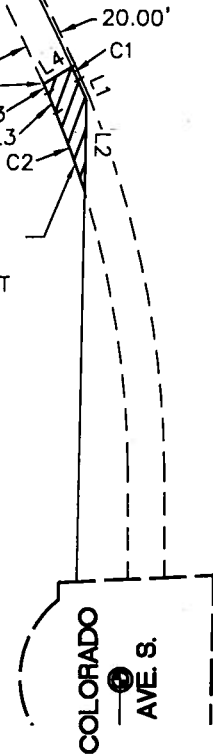
////// NON-EXCLUSIVE ROADWAY
EASEMENT LOCATION

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.10	S23°33'01"E
L2	50.72	S01°08'11"W
L3	11.85	N23°35'58"W
L4	18.16	N58°27'22"E

SOUTHERN TERMINUS OF EXCLUSIVE
ROADWAY EASEMENT, NORTHERN
TERMINUS OF NON-EXCLUSIVE
ROADWAY EASEMENT

WESTERLY MARGIN
NON-EXCLUSIVE
ROADWAY EASEMENT

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	8.05	1036.23	0°26'43"
C2	46.43	534.10	4°58'51"
C3	5.53	1018.23	0°18'39"



	<p>ARGO YARD TRUCK ROADWAY PROLOGIS NON-EXCLUSIVE ROADWAY EASEMENT</p>	DATE OCTOBER 30, 2013
		SHEET NO. 3 OF 3
<p>EASEMENT ATTACHMENT "A"</p>		

Attachment "B"
Prologis Non-Exclusive Roadway Easement

Benefitted Property

[Insert legal description of Port property benefitted by the easement]

Attachment B
Prologis Non-Exclusive Roadway Easement
Benefitted Property

TERMINAL 18

Those portions of Blocks 393, 394, 395, 396, 398, 399, 400, 401 and 402, Seattle Tide Lands, portions of Block A, Frink's Waterfront Addition, together with portions of vacated streets and alleys, as shown on Record of Survey filed under recording number 9804079015, records of King County, Washington, located in the NW 1/4, Section 18, Township 24 North, Range 4 East, W.M., SW 1/4 Section 7, Township 24 North, Range 4 East, W.M., NW 1/4, Section 7, Township 24 North, Range 4 East, W.M. King County, Washington, described as follows:

Beginning at the intersection on the north margin of Southwest Spokane Street with the westerly margin of 10th Avenue Southwest; thence South $88^{\circ}51'34''$ East along said north margin of SW Spokane Street a distance of 51.65 feet to the centerline of 10th Avenue Southwest; thence North $15^{\circ}38'26''$ East along said centerline a distance of 30.89 feet; thence North $74^{\circ}21'34''$ West a distance of 170.34 feet to the True Point of Beginning; thence North $00^{\circ}21'44''$ East a distance of 114.84 feet; thence North $15^{\circ}30'12''$ East a distance of 193.62 feet; thence South $88^{\circ}40'55''$ East a distance of 125.95 feet; thence South $74^{\circ}21'34''$ East a distance of 77.90 feet; thence North $15^{\circ}39'07''$ East a distance of 253.36 feet; thence North $01^{\circ}11'42''$ East a distance of 87.23 feet; thence South $88^{\circ}55'17''$ East a distance of 61.42 feet to the easterly face of the bullrail located along the East Waterway; thence North $01^{\circ}09'09''$ East along said bullrail a distance of 6142.85 feet to the northeasterly bullrail corner; thence North $88^{\circ}33'07''$ West along the northerly face of the bullrail a distance of 99.56 feet to the beginning of a fence; thence along said fence the following courses: South $00^{\circ}56'46''$ West a distance of 121.49 feet to the beginning of a non-tangent curve having a radius of 110.00 feet and whose center bears South $10^{\circ}06'41''$ West; thence southwesterly along said curve a distance of 77.69 feet through a central angle of $40^{\circ}27'54''$; thence South $59^{\circ}38'47''$ West a distance of 676.69 feet to a point on the north line of lease boundary that intersects with the projected line of the East face of the proposed barrier wall; thence South $01^{\circ}01'16''$ West along the projected line of the proposed barrier wall a distance of 3.46 feet to the east face of the proposed barrier wall; thence continuing along the east face of the proposed barrier wall South $01^{\circ}01'16''$ West a distance of 208.99 feet to the beginning of a curve to the right having a radius of 400.00 feet; thence along said curve a distance of 177.25 through a central angle of $25^{\circ}23'23''$; thence South $26^{\circ}24'39''$ West a distance of 212.10 feet to the beginning of a curve to the right having a radius of 300.00 feet; thence along said curve a distance of 86.64 feet through a central angle of $16^{\circ}32'49''$; thence South $42^{\circ}57'28''$ West a distance of 205.44 feet; thence North $88^{\circ}54'35''$ West a distance of 45.44 feet to the end of the Easterly face of the barrier wall; thence South $01^{\circ}05'23''$ West a distance of 695.24 feet; thence South $88^{\circ}47'09''$ West a distance of 49.91 feet thence; South $01^{\circ}12'51''$ West a distance of 11.58 feet; thence South $77^{\circ}10'47''$ East a distance of 6.34 feet; thence South $00^{\circ}38'57''$ East a distance of 89.45 feet; thence South $20^{\circ}20'25''$ West a distance of 61.54 feet; thence South $01^{\circ}08'48''$ West a distance of 107.63 feet to the beginning of a non-tangent curve having a radius of 530.00 feet and whose center bears South $34^{\circ}39'26''$ West; thence southeasterly along said curve a distance of 225.37 feet through a central

angle of 24°21'47"; thence South 58°46'57" West a distance of 48.15 feet to the beginning of a non-tangent curve having a radius of 423.42 feet and whose center bears South 63°44'01" West; thence southeasterly along said curve a distance of 202.58 feet through a central angle of 27°24'47"; thence South 01°08'48" West a distance of 1138.44 feet; thence North 88°51'12" West a distance of 4.99 feet; thence South 01°08'46" West a distance of 91.79 feet to the beginning of a curve to the right having a radius of 130.00 feet; thence said curve a distance of 77.15 feet through a central angle of 34°00'03" to a point of compound curvature having a radius of 54.00 feet; thence along said compound curve a distance of 137.54 feet through a central angle of 145°56'14"; thence North 01°05'02" East a distance of 66.63 feet to a point on the southerly margin of said Block 398, said point being North 88°51'15" West a distance of 86.42 feet from the southeast corner of said Block 398; thence North 88°51'15" West along the southerly margin of said Block 398 a distance of 176.94 feet; thence South 01°08'48" West a distance of 113.83 feet; thence South 17°47'36" West a distance of 320.18 feet; thence South 56°35'07" West a distance of 166.87 feet to the beginning of a curve to the right having a radius of 65.00 feet; thence along said curve a distance of 141.30 feet through a central angle of 124°33'18"; thence North 01°08'25" East a distance of 361.73 feet; thence North 88°51'15" West a distance of 35.35 feet to the northeast corner of said Block 402; thence continuing North 88°51'15" West along the northerly margin of said Block 402 a distance of 401.81 feet; thence South 45°45'37" West a distance of 178.84 feet; thence South 01°07'58" West a distance of 1715.24 feet to the beginning of a curve to the left having a radius of 495.00 feet; thence along said curve a distance of 356.05 feet through a central angle of 41°12'46"; thence South 40°04'47" East a distance of 368.65 feet to the beginning of a curve to the left having a radius of 42.00 feet; thence along said curve a distance of 35.91 feet through a central angle of 48°58'54"; thence South 89°03'41" East a distance of 145.84 feet to the beginning of a curve to the left having a radius of 8.00 feet; thence along said curve a distance of 12.57 feet through a central angle of 90°00'00" to a point of reverse curvature having a radius of 24.00 feet; thence along said curve a distance of 37.70 feet through a central angle of 90°00'00"; thence South 89°03'41" East a distance of 87.82 feet to the beginning of a curve to the left having a radius of 247.00 feet; thence along said curve a distance of 55.32 feet through a central angle of 12°49'55"; thence North 78° 06' 24" East a distance of 105.86 feet to the beginning of a curve to the right having a radius of 623.00 feet; thence along said curve a distance of 154.38 feet through a central angle of 14°11'51"; thence South 87°41'45" East a distance of 314.88 feet; thence South 01°08'48" West a distance of 283.54 feet; thence South 88°51'12" East a distance of 34.58 feet to the beginning of a non-tangent curve having a radius of 273.00 feet and whose center bears North 79°39'54" East; thence southeasterly along said curve a distance of 102.09 feet through a central angle of 21°25'35"; thence South 31°45'41" East a distance of 142.25 feet; thence South 88°51'44" East a distance of 160.62 feet; thence South 84°23'36" East a distance of 70.66 feet to the southwesterly corner of said Block 393; thence South 88°51'34" East along the southerly margin of said Block 393 a distance of 60.32 feet; thence North 00°21'44" East a distance of 72.56 feet to the True Point of Beginning.

Attachment "C"
Prologis Non-Exclusive Roadway Easement

Memorandum of Easement

[On following pages insert Memorandum of Easement document]

When Recorded Return To:

Port of Seattle
Attention: Soojin Kim
P.O. Box 1209
Seattle, WA 98111

Title: Memorandum of Easement

Reference #: N/A

Grantor: Prologis L.P., a Delaware limited partnership

Abbreviated Legal Description:

Tax Parcel Account Number:

Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is executed this day of , 20__ ,
by and between **Prologis L.P.**, a Delaware limited partnership ("Grantor"), with an address at
3353 Gateway Boulevard, Fremont, CA 94538, attn.: Vice President – Development Manager,
and **Port of Seattle**, a Washington municipal corporation ("Grantee"), with an address at 2711
Alaskan Way, P.O. Box 1209, Seattle, WA 98111:

1. Grantor owns or controls the real property in the City of Seattle, County of King, ,
State of Washington as described on **Attachment "A"** (the "Premises").
2. Grantor and Grantee have entered into the **Prologis Non-Exclusive Roadway
Easement Agreement**, dated , 20__ (the " Agreement") in which,
subject to terms set forth therein, Grantor grants Grantee a permanent, Non-
Exclusive easement for a private, dedicated truck roadway, barriers, fencing, light
poles and related facilities over, under, across and through the Premises (the
"Easement") for the benefit of Grantee and Grantee's employees, contractors, agents
and invitees and Grantee's property described in Attachment "B" to the Agreement.

3. This Memorandum of Easement is solely for the purpose of giving constructive notice of the Agreement and Easement. In the event of conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement control.

[Signatures and Notarial Acknowledgments on Following Pages]

Attachment A

[Insert Legal Description for Easement Area of Prologis Non-Exclusive Roadway Easement]
[Follow Legal Description page with depiction of Premises/Easement Area]

Attachment A
Prologis Non-Exclusive Roadway Easement
Assessor's Parcel No. 7666207536

A non-exclusive roadway easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of Assessor's Parcel No. 7666207536, more particularly described as follows:

Commencing at a nail set in a concrete block in a monument case at the center of a 55 foot radius curve on the centerline of Colorado Avenue South which bears North 01°08'08" East from a stamped "X" in a brass disk set in concrete in a monument case at the intersection of Denver Avenue South and said Colorado Avenue South, said curve being on the easterly boundary of Assessor's Parcel No. 7666207536, and said curve being on the boundary of a tract of land conveyed to the City of Seattle for street purposes under Auditor's File No. 8610100446;
Thence North 38°25'09" West a distance of 55.00 feet to a point on the northerly end of said 55 foot radius curve on said easterly boundary of said Assessor's Parcel No. 7666207536, and westerly Right of Way margin of said Colorado Avenue South;
Thence North 01°08'09" East along the easterly boundary of said parcel and westerly Right of Way margin a distance of 9.73 feet;
Thence North 87°23'20" East along the boundary of said parcel and Right of Way margin a distance of 10.02 feet to the southwesterly corner of Assessor's Parcel No. 1824049008;
Thence continuing North 87°23'20" East along the boundary of said parcel and Right of Way margin a distance of 27.95 feet;
Thence North 00°00'00" East, a distance of 63.84 feet to the beginning of a nontangent 534.10 foot radius curve to the left, the radius point of which bears South 89°16'26" West;
Thence northerly along said curve, through a central angle of 16°24'06" and an arc distance of 152.89 feet to a point on the easterly boundary of said parcel 7666207536 and the Point of Beginning;
Thence continuing northerly along said curve, through a central angle of 04°58'51" and an arc distance of 46.43 feet;
Thence North 23°35'58" West a distance of 11.85 feet to the beginning of a nontangent 1018.23 foot radius curve to the left, the radius point of which bears South 66°26'59" West;
Thence northwesterly along said curve, through a central angle of 0°18'39" and an arc distance of 5.53 feet;
Thence North 58°27'22" East a distance of 18.16 feet to the beginning of a nontangent 1036.23 foot radius curve to the right, the radius point which bears South 66°00'17" West, said point being on the northeasterly boundary of said parcel;
Thence southwesterly along said curve and northeasterly boundary, through a central angle of 0°26'43" and an arc distance of 8.05 feet;
Thence South 23°33'01" East, along said northeasterly boundary, a distance of 12.10 feet to an angle point in the boundary of said parcel;
Thence South 01°08'11" West along said easterly boundary, a distance of 50.72 feet to the Point of Beginning.

Having an area of 740 square feet, more or less, within said parcel 7666207536.



PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON



1"=100'

PARCEL #
1824049008

WESTERLY MARGIN EXCLUSIVE ROADWAY EASEMENT

EASTERLY MARGIN EXCLUSIVE ROADWAY EASEMENT

PARCEL #
7666207536

LEGEND

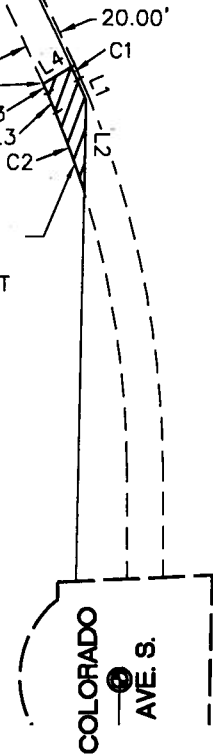
////// NON-EXCLUSIVE ROADWAY EASEMENT LOCATION

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.10	S23°33'01"E
L2	50.72	S01°08'11"W
L3	11.85	N23°35'58"W
L4	18.16	N58°27'22"E

SOUTHERN TERMINUS OF EXCLUSIVE ROADWAY EASEMENT, NORTHERN TERMINUS OF NON-EXCLUSIVE ROADWAY EASEMENT

WESTERLY MARGIN NON-EXCLUSIVE ROADWAY EASEMENT

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	8.05	1036.23	0°26'43"
C2	46.43	534.10	4°58'51"
C3	5.53	1018.23	0°18'39"



	ARGO YARD TRUCK ROADWAY PROLOGIS NON-EXCLUSIVE ROADWAY EASEMENT	DATE OCTOBER 30, 2013
	EASEMENT ATTACHMENT "A"	SHEET NO. 3 OF 3

Attachment B

**[Insert Legal Description of Terminal 18 – Benefitted Property for Prologis Non-Exclusive
Roadway Easement]**

Attachment B
Prologis Non-Exclusive Roadway Easement
Benefitted Property

TERMINAL 18

Those portions of Blocks 393, 394, 395, 396, 398, 399, 400, 401 and 402, Seattle Tide Lands, portions of Block A, Frink's Waterfront Addition, together with portions of vacated streets and alleys, as shown on Record of Survey filed under recording number 9804079015, records of King County, Washington, located in the NW 1/4, Section 18, Township 24 North, Range 4 East, W.M., SW 1/4 Section 7, Township 24 North, Range 4 East, W.M., NW 1/4, Section 7, Township 24 North, Range 4 East, W.M. King County, Washington, described as follows:

Beginning at the intersection on the north margin of Southwest Spokane Street with the westerly margin of 10th Avenue Southwest; thence South $88^{\circ}51'34''$ East along said north margin of SW Spokane Street a distance of 51.65 feet to the centerline of 10th Avenue Southwest; thence North $15^{\circ}38'26''$ East along said centerline a distance of 30.89 feet; thence North $74^{\circ}21'34''$ West a distance of 170.34 feet to the True Point of Beginning; thence North $00^{\circ}21'44''$ East a distance of 114.84 feet; thence North $15^{\circ}30'12''$ East a distance of 193.62 feet; thence South $88^{\circ}40'55''$ East a distance of 125.95 feet; thence South $74^{\circ}21'34''$ East a distance of 77.90 feet; thence North $15^{\circ}39'07''$ East a distance of 253.36 feet; thence North $01^{\circ}11'42''$ East a distance of 87.23 feet; thence South $88^{\circ}55'17''$ East a distance of 61.42 feet to the easterly face of the bullrail located along the East Waterway; thence North $01^{\circ}09'09''$ East along said bullrail a distance of 6142.85 feet to the northeasterly bullrail corner; thence North $88^{\circ}33'07''$ West along the northerly face of the bullrail a distance of 99.56 feet to the beginning of a fence; thence along said fence the following courses: South $00^{\circ}56'46''$ West a distance of 121.49 feet to the beginning of a non-tangent curve having a radius of 110.00 feet and whose center bears South $10^{\circ}06'41''$ West; thence southwesterly along said curve a distance of 77.69 feet through a central angle of $40^{\circ}27'54''$; thence South $59^{\circ}38'47''$ West a distance of 676.69 feet to a point on the north line of lease boundary that intersects with the projected line of the East face of the proposed barrier wall; thence South $01^{\circ}01'16''$ West along the projected line of the proposed barrier wall a distance of 3.46 feet to the east face of the proposed barrier wall; thence continuing along the east face of the proposed barrier wall South $01^{\circ}01'16''$ West a distance of 208.99 feet to the beginning of a curve to the right having a radius of 400.00 feet; thence along said curve a distance of 177.25 through a central angle of $25^{\circ}23'23''$; thence South $26^{\circ}24'39''$ West a distance of 212.10 feet to the beginning if a curve to the right having a radius of 300.00 feet; thence along said curve a distance of 86.64 feet through a central angle of $16^{\circ}32'49''$; thence South $42^{\circ}57'28''$ West a distance of 205.44 feet; thence North $88^{\circ}54'35''$ West a distance of 45.44 feet to the end of the Easterly face of the barrier wall; thence South $01^{\circ}05'23''$ West a distance of 695.24 feet; thence South $88^{\circ}47'09''$ West a distance of 49.91 feet thence; South $01^{\circ}12'51''$ West a distance of 11.58 feet; thence South $77^{\circ}10'47''$ East a distance of 6.34 feet; thence South $00^{\circ}38'57''$ East a distance of 89.45 feet; thence South $20^{\circ}20'25''$ West a distance of 61.54 feet; thence South $01^{\circ}08'48''$ West a distance of 107.63 feet to the beginning of a non-tangent curve having a radius of 530.00 feet and whose center bears South $34^{\circ}39'26''$ West; thence southeasterly along said curve a distance of 225.37 feet through a central

angle of 24°21'47"; thence South 58°46'57" West a distance of 48.15 feet to the beginning of a non-tangent curve having a radius of 423.42 feet and whose center bears South 63°44'01" West; thence southeasterly along said curve a distance of 202.58 feet through a central angle of 27°24'47"; thence South 01°08'48" West a distance of 1138.44 feet; thence North 88°51'12" West a distance of 4.99 feet; thence South 01°08'46" West a distance of 91.79 feet to the beginning of a curve to the right having a radius of 130.00 feet; thence said curve a distance of 77.15 feet through a central angle of 34°00'03" to a point of compound curvature having a radius of 54.00 feet; thence along said compound curve a distance of 137.54 feet through a central angle of 145°56'14"; thence North 01°05'02" East a distance of 66.63 feet to a point on the southerly margin of said Block 398, said point being North 88°51'15" West a distance of 86.42 feet from the southeast corner of said Block 398; thence North 88°51'15" West along the southerly margin of said Block 398 a distance of 176.94 feet; thence South 01°08'48" West a distance of 113.83 feet; thence South 17°47'36" West a distance of 320.18 feet; thence South 56°35'07" West a distance of 166.87 feet to the beginning of a curve to the right having a radius of 65.00 feet; thence along said curve a distance of 141.30 feet through a central angle of 124°33'18"; thence North 01°08'25" East a distance of 361.73 feet; thence North 88°51'15" West a distance of 35.35 feet to the northeast corner of said Block 402; thence continuing North 88°51'15" West along the northerly margin of said Block 402 a distance of 401.81 feet; thence South 45°45'37" West a distance of 178.84 feet; thence South 01°07'58" West a distance of 1715.24 feet to the beginning of a curve to the left having a radius of 495.00 feet; thence along said curve a distance of 356.05 feet through a central angle of 41°12'46"; thence South 40°04'47" East a distance of 368.65 feet to the beginning of a curve to the left having a radius of 42.00 feet; thence along said curve a distance of 35.91 feet through a central angle of 48°58'54"; thence South 89°03'41" East a distance of 145.84 feet to the beginning of a curve to the left having a radius of 8.00 feet; thence along said curve a distance of 12.57 feet through a central angle of 90°00'00" to a point of reverse curvature having a radius of 24.00 feet; thence along said curve a distance of 37.70 feet through a central angle of 90°00'00"; thence South 89°03'41" East a distance of 87.82 feet to the beginning of a curve to the left having a radius of 247.00 feet; thence along said curve a distance of 55.32 feet through a central angle of 12°49'55"; thence North 78° 06' 24" East a distance of 105.86 feet to the beginning of a curve to the right having a radius of 623.00 feet; thence along said curve a distance of 154.38 feet through a central angle of 14°11'51"; thence South 87°41'45" East a distance of 314.88 feet; thence South 01°08'48" West a distance of 283.54 feet; thence South 88°51'12" East a distance of 34.58 feet to the beginning of a non-tangent curve having a radius of 273.00 feet and whose center bears North 79°39'54" East; thence southeasterly along said curve a distance of 102.09 feet through a central angle of 21°25'35"; thence South 31°45'41" East a distance of 142.25 feet; thence South 88°51'44" East a distance of 160.62 feet; thence South 84°23'36" East a distance of 70.66 feet to the southwesterly corner of said Block 393; thence South 88°51'34" East along the southerly margin of said Block 393 a distance of 60.32 feet; thence North 00°21'44" East a distance of 72.56 feet to the True Point of Beginning.

EXHIBIT 7
PROLOGIS UTILITY EASEMENT

PROLOGIS Utility Easement

This Agreement for **PROLOGIS Utility Easement** ("Easement") is entered into as of _____, 2014 ("Effective Date") by and between **Prologis L.P., a Delaware Limited Partnership** ("Grantor") and Port of Seattle, a Washington municipal corporation ("Grantee").

- A. Grantor owns or controls certain real property in Seattle, Washington, as legally described and depicted on **Attachment "A"** (the "**Premises**").
- B. Grantee has requested that Grantor grant to Grantee an **easement** over the Premises for the Easement Purpose (as defined below).
- C. On December 13, 2011, Grantee's Port of Seattle Commissioners authorized acquisition of real property interests for the Argo Yard Truck Roadway Project ("Project"). The Project is described in the Memorandum of Understanding dated January 25, 2012 among the Port of Seattle, Washington State Freight Mobility Strategic Investment Board, Prologis L.P., City of Seattle and Union Pacific Railroad Company, which MOU was subsequently supplemented, clarified and amended by that Supplemental Agreement dated _____.
- D. Grantor has agreed to grant Grantee the requested easement subject to the terms and conditions of this Agreement in consideration of the benefits associated with the Project. The Project involves construction of a private southbound dedicated truck roadway from a point east of East Marginal Way South at a newly constructed underpass of the rebuilt SR 99/East Marginal Way South trestle to the Argo Rail Yard gate, and addresses stormwater treatment and lighting along the roadway.

NOW, THEREFORE, the parties agree as follows:

Section 1 Granting of Easement.

- 1.1 Easement Purpose. The "Easement Purpose" will be for:
- (a) Activities related to the installation of underground electrical lighting cables along the east side of the Project's private southbound dedicated truck roadway, and the grading and construction of the roadway itself;
 - (b) Inspection, maintenance, repair and replacement of said electrical cables as necessary to maintain lighting along said roadway; and
 - (c) Such additional uses as necessary for accomplishing those enumerated activities.

by Grantee and Grantee's employees, contractors, agents, and invitees.

1.2 Grant. Grantor grants to Grantee a permanent, non-exclusive easement ("Easement") over, under, across and through the Premises for the Easement Purpose and for no other purpose; provided, however, that Section 14 shall apply in the event that Grantee abandons operation of the Project's truck roadway and other easements for said roadway revert to property owners that granted those easements. This Easement shall only include such rights in the Premises as shall be necessary for the activities contemplated by the Easement Purpose.

1.3 Maintenance of Premises. Grantee will be responsible for all costs and maintenance associated with the operational use of the truck roadway in the Premises.

1.4 Term of Easement. The term of this Agreement will be perpetual, unless sooner abandoned as provided in Section 14 of this Agreement.

Section 2 Indemnification.

2.1 At Grantee's sole expense, Grantee will indemnify, hold harmless, and defend Grantor from and against any and all claims, lawsuits, damages, liabilities, fines, expenses, fees and costs of any kind, arising from Grantee's intentional misconduct, negligence, or breach, including but not limited to, the negligent exacerbation of any pre-existing conditions or negligent transportation of any Hazardous Substances from the Premises, or default in the performance of Grantee's responsibilities under the provisions of this Agreement. As used in this Section 2.1 the term "Grantee" will include employees, agents, contractors, and persons entering the Premises under the express or implied invitation of Grantee.

2.2 Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against Grantor by any entity, relating to any matter covered by this Agreement for which Grantee has an obligation to assume liability for and/or save and hold harmless Grantor. Grantee will pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 3 Environmental liability and potential costs of handling Construction-Derived Waste.

3.1 Definitions.

"Hazardous Substance(s)" means any substance, or substance containing any component, now or hereafter designated as a hazardous, dangerous, toxic or harmful substance, material or waste, subject to regulation under any Environmental Law.

"Environmental Law" shall mean any environmentally related local, state or federal law or regulation, ordinance or order, now or hereafter amended including, but not limited to: the Federal Clean Air Act; the Federal Clean Water Act; the Federal Safe Drinking Water Act; the

Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Waste Management Recovery and Recycling Act; the Federal Toxic Substances Control Act; United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101) the Washington Hazardous Waste Management Act; Washington Model Toxics Control Act; the Washington Water Pollution Control Act; the Washington Underground Petroleum Storage Tanks Act; the Washington Industrial Safety and Health Act; the Washington Worker and Community Right to Know Act; the Washington Oil and Hazardous Substance Spill Prevention and Response Act; and any such other substances, materials and wastes as are or become regulated or subject to cleanup authority by any jurisdiction under any environmental laws.

“Construction-Derived Waste” (“CDW”) shall mean that soil or water generated from the excavation activities necessary for construction of Project Elements I and II which the Port determines must be removed from the easement area and construction site.

“Hazardous/Dangerous CDW” is soil or water that is designated as hazardous or dangerous under 40 CFR Part 260 and WAC 173-303 criteria by a party pursuant to the procedures in Section 3.4.6.

“Non-Hazardous CDW” is all other CDW. Non-Hazardous CDW is not necessarily “clean waste” and may contain pollutants that require special handling.

3.2 No Indemnity for Pre-existing Hazardous Substances.

The Port’s participation in the Project shall create no obligation on the part of Grantor or any other party, to indemnify or defend Grantee, or any other party, their agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any Hazardous Substances in, under, or on property owned by Grantee or any other Party.

3.3 Waiver.

Grantor and Grantee shall waive and release each other, their agents, elected officials, officers or employees from any and all liability, loss, damage, expense, actions and claims arising from or related to any incremental increase in hazardous substances generated by whatever additional vehicle traffic there may be on the truck roadway when the Project is completed.

3.4 Testing and Disposal of Construction-Derived Waste.

3.4.1 Grantee will pay the cost for of disposal of any CDW generated during construction of Project Elements I and II. Grantee will collect and test the CDW.

3.4.2 Grantee, or the owner of the property from which the CDW was generated (“Property Owner”), will determine whether it is Hazardous/Dangerous CDW according to the procedures in Section 3.4.3. Grantee will generate soil profiles for disposal for all soil that is Non-hazardous CDW, and will dispose of such wastes in a Subtitle D landfill (soil) or as appropriate (water).

3.4.3 If the Grantee identifies any of the waste generated during construction as “hazardous/ dangerous” waste, the Grantee and Grantor will have the following responsibilities and obligations:

a. Grantee’s responsibilities:

(i) The Grantee will sample and characterize all Hazardous/Dangerous CDW and will keep wastes segregated and/or stockpiled according to the geographic origin of the CDW (by individual Property Owner).

(ii) The Grantee will notify will notify the respective Property Owner of the existence of any Hazardous/ Dangerous CDW generated on its property.

(iii) If the Property Owner agrees with the Grantee’s Hazardous/Dangerous CDW designation, the Grantee will coordinate transportation to the chosen waste disposal facility.

(iv) If the Property Owner disagrees with the Grantee’s Hazardous/Dangerous CDW designation, then Section 3.4.3(b) will apply.

b. Property Owner responsibilities: Upon notification by the Grantee that Hazardous/Dangerous CDW has been generated on its property, the Property Owner will be responsible for the following:

(i) The Property Owner will respond to the Grantee’s Hazardous/Dangerous CDW designation within five business days of notification by the Grantee of the Hazardous/Dangerous waste designation.

(ii) Within five business days of confirming acceptance of the Hazardous/Dangerous CDW designation, the Property Owner will complete the necessary paperwork to acquire an EPA Waste ID number from the Washington State Department of Ecology if none has been previously established for the property.

(iii) In the event that the Property Owner disagrees with the Grantee’s Hazardous/Dangerous CDW designation, the Property Owner will be responsible for all the steps associated with disposal of the Non-Hazardous CDW. In such event, the Property Owner will notify Grantee within five business days of receiving the Grantee’s notification of Hazardous/Dangerous CDW designation, that the Property Owner disagrees with the Grantee’s designation and that the Property Owner has determined that the waste is Non-Hazardous CDW. Within 30 calendar days of notifying the Grantee of the Property Owner’s disagreement with the Grantee’s Hazardous/Dangerous CDW designation, the Property Owner will arrange for and

complete the disposal of the disputed waste as Non-Hazardous CDW without the Grantee's assent or assistance, unless the Property Owner plans to dispose of the disputed waste by rail, in which case the Property Owner will have 90 days to do so. In such event, the Property Owner will submit an invoice to the Grantee for reimbursement of the disposal cost for the Non-Hazardous CDW, but in no event will the rate sought for reimbursement exceed the rate that the Grantee obtains from facilities for disposal of Non-Hazardous CDW. As used here, "rate" includes the cost of loading into trucks or rail cars, transportation, and actual disposal costs.

(iv) When the Property Owner agrees with the Grantee's designation of Hazardous/Dangerous CDW, the Grantee will suggest, for the Property Owner's approval, a facility for waste disposal that meets federal and state criteria ("Port-suggested facility"). If the Property Owner wishes to dispose of waste at a facility different from the Port-suggested facility, the Grantee's responsibility for the cost of waste disposal will not exceed 100 percent of what it would cost at the Port-suggested facility.

(v) Within 14 calendar days of receiving the Grantee's notification of Hazardous/Dangerous CDW designation, the Property Owner or its agent will sign an application prepared by the Grantee or its consultant to create/generate a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 Days. Creating/generating a profile will include but is not necessarily limited to submitting the EPA ID number assigned to the property, identifying the hauler of the Hazardous/Dangerous CDW, identifying the Property Owner and submitting the chemical and analytical data produced by the Grantee. If the Property Owner does not wish to have the Grantee prepare the manifest/application, the Property Owner will so indicate to Grantee and Property Owner will prepare the manifest/application and be responsible for creating/generating a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 Days.

(vi) The Property Owner or its agent will be responsible for signing as the waste generator on the Hazardous Waste Manifest and for recordkeeping required for Hazardous Waste Manifests per State and federal Regulations.

(vii) The Grantee or its consultant shall be responsible for preparing, and the Property Owner or its agent for signing, all reporting associated with the Hazardous or Dangerous CDW shipped from the Premises; provided however, if the Property Owner does not wish to have the Grantee prepare the manifest/application, then the property Property Owner shall be responsible for all such reporting.

(viii) The Property Owner, at Grantee's cost and expense, will be responsible for closing out the EPA ID number with the Washington State Department of Ecology upon completion of Project Elements I and II.

Section 4 Legal Compliance. Grantee will observe and comply with any and all laws, including Environmental Laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction relating to the use of the Premises.

Section 5 Insurance. During the term of this Agreement, Grantee will maintain insurance in the amount and to the extent Grantee reasonably deems necessary to cover its activities on the Premises, which coverage Grantee may provide through its program of self-insurance or commercial insurance. Grantor shall be included as an additional insured party if Grantee utilizes commercial insurance, to the extent that such a commercial policy will extend additional insured status to Grantor.

Section 6. Grantor's Use of the Premises. Grantor, its successors and assigns, may continue to use and access the Premises for uses consistent with the rights herein granted, subject to the conditions of this Agreement, as long as such uses do not interfere with the Purpose for which this Easement is granted.

Section 7. Standard of Care. Grantee will perform all construction activities associated with its completion of the Project in compliance with all federal, state, and local laws, including Environmental Laws and with the terms of this Agreement. Grantee will exercise reasonable care in the performance of all its activities and will use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property, including the Premises.

Section 8. Ownership of Project Improvements. Unless otherwise provided in this Agreement or in other approvals or agreements, Grantee will own the Project improvements made within the Easement area, including, without limitation, improvements constructed by either party at the cost and expense of Grantee. Nothing in this Agreement, however, will be construed as granting to the Grantee any interest or right in the Easement or the improvements within the Easement other than the rights expressly provided herein, including any ownership in any existing stormwater improvements necessary for the operation of the Premises (as the same may be repaired, improved, or replaced from time to time).

Section 9. Operations. Grantee will operate, maintain, and repair the Project located within the Easement in compliance with all federal, state, and local laws and in a manner consistent with industry standards. Grantee will exercise reasonable care in the performance of all its activities within the Easement and will use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 10. Liens and Encumbrances. Grantee will, at its sole cost, keep the Easement area free and clear of any liens or other encumbrances arising out of Grantee's activities under this Agreement.

Section 11. Transfer of Interests. Grantee will not assign or transfer the Easement, or any interest herein to any entity other than a successor agency that would operate and maintain the Project, without the express written consent of Grantor. Such consent will not be unreasonably withheld. All of the terms of this Agreement, whether so expressed or not, will be binding upon the respective successors and permitted assigns of the parties hereto and will

inure to the benefits of be enforceable by the parties hereto and their respective successors and assigns.

Section 12. Binding Effect. The Easement is appurtenant to and will run with the **Benefitted Property**, legally described in Attachment "B" attached hereto as well as any real property interest that Grantee acquires as part of the Project. The Easement will inure to the benefit of Grantee, its successors and/or assigns and will be binding upon the Grantor, and their respective heirs, successors and/or assigns.

Section 13. Authority to Execute Agreement. Grantor covenants that Grantor is the lawful owner of the Premises and has a good and lawful right to execute the Agreement.

Section 14. Termination and Reversion Upon Abandonment. Either party may terminate this Easement upon thirty (30) days written notice to the other in the event that Grantee or its successor agency permanently ceases operation and use of the truck roadway on the Premises or in the event that Grantee or its successor agency does not construct some portion of the Project within the Easement area. In the event that the Easement terminates, all of the Grantee's rights to the Easement shall cease and all rights hereunder shall revert to Grantor.

Section 15. Notices. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same will be given and will be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantor: Prologis, L.P.
3353 Gateway Boulevard
Fremont, CA 94538

Attention: Vice President – Development Manager
Copy to: Prologis, L.P. – Legal Department
4545 Airport Way, Denver, CO 80239

If to Grantee: Port of Seattle
P.O. Box 1209
Seattle, WA 98111

Attention: Seaport Managing Director
Copy to: General Counsel

Section 16 Recordation. It is understood and agreed that this Agreement will not be in recordable form and will not be placed on public record and any such recording will be a

breach of this Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Attachment "C"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement will be recorded in the real estate records in the county where the Premises are located.

Section 17 Miscellaneous.

17.1 All questions concerning the interpretation or application of provisions of this Agreement will be decided according to the substantive Laws of the State of Washington without regard to conflicts of law provisions.

17.2 To the fullest extent permitted by law, any dispute arising under or in connection with this Agreement or related to any subject matter which is the subject of this Agreement will be subject to the sole and exclusive jurisdiction of King County Superior Court. This choice of venue is intended by the parties to be mandatory and not permissive. Each party irrevocably consents to the jurisdiction of King County Superior Court in any such dispute and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the laying of venue in such court or that any such dispute which is brought in such court has been brought in an inconvenient forum.

17.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

17.4 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

17.5 Time is of the essence for the performance of this Agreement.

[Signature page follows]

Witness the execution of this Agreement as of the date first set forth above.

Grantor:

Prologis, L.P.

By: _____ [*signature line*]

Name: _____ [*insert name of signatory*]

Title: _____ [*insert title of signatory*]

of Prologis Inc., its general partner

Grantee:

Port of Seattle, a Washington municipal corporation

By: _____

Name: _____

Title: _____

Attachment "A"
Prologis Utility Easement

Premises

[Insert Legal Description]

[Follow Legal Description page with depiction of Premises/Easement Area]

Attachment A
Prologis Utility Easement
Assessor's Parcel No. 7666207536

A utility easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of Assessor's Parcel No. 7666207536, more particularly described as follows:

Commencing at a concrete filled pipe with lead and tack at the intersection of South Dakota Street and East Marginal Way;

Thence South 88°49'33" East, along the centerline of said South Dakota Street, a distance of 225.00 feet to a point on the westerly boundary of said parcel;

Thence North 01°10'27" East, along said westerly boundary, a distance of 26.40 feet to the beginning of a nontangent curve to the left, having a radius of 563.73 feet, the center of which bears North 58°35'50" East;

Thence southeasterly along said curve and northeasterly boundary of said parcel, through a central angle of 00°03'57" and an arc distance of 0.65 feet to the beginning of a nontangent curve to the left, having a radius of 249.25 feet, the center of which bears North 66°47'51" East, said point being the Point of Beginning;

Thence southeasterly along said curve, through a central angle of 16°22'00" and an arc distance of 71.20 feet;

Thence South 40°17'02" East a distance of 20.75 feet to a point on the easterly boundary of said parcel;

Thence North 16°52'18" West, along the easterly boundary of said parcel, a distance of 2.91 feet;

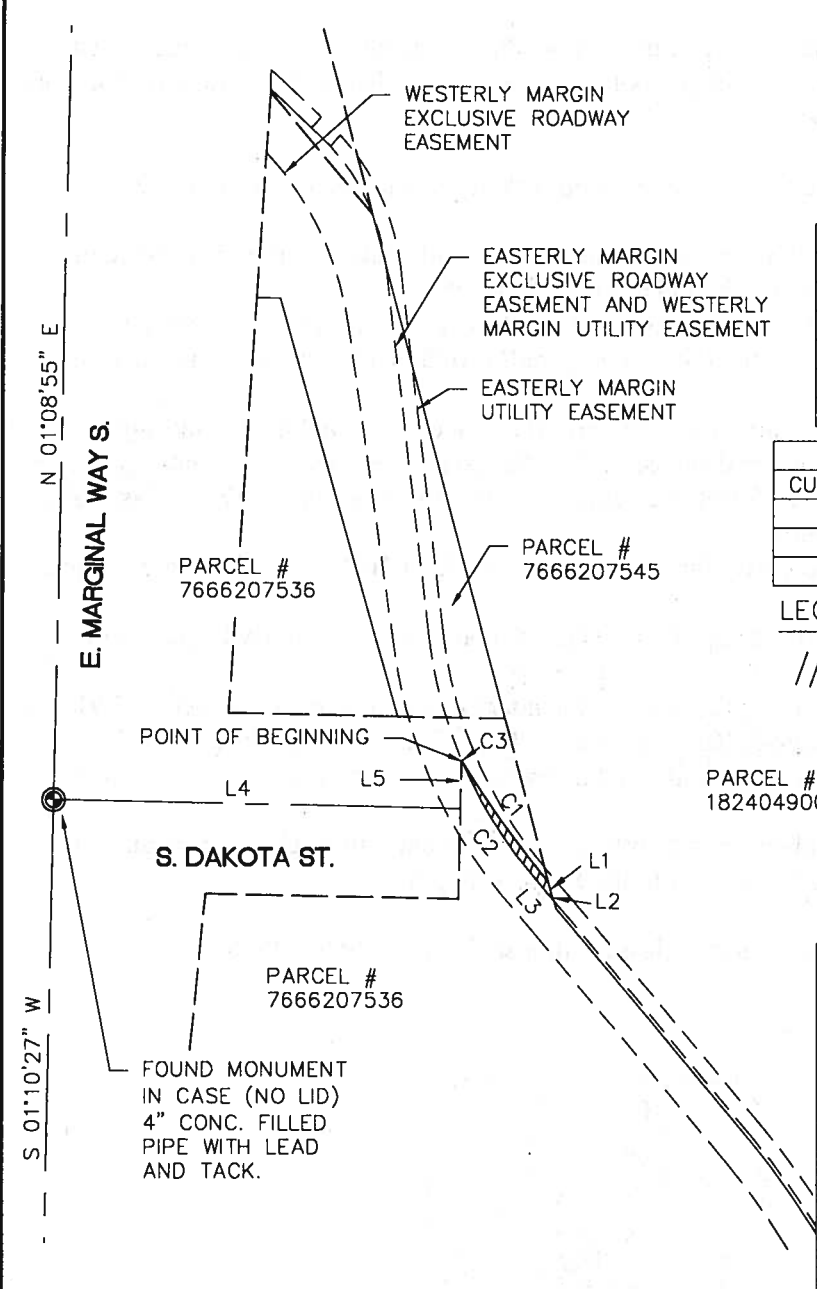
Thence North 14°40'53" West, along the easterly boundary of said parcel, a distance of 7.36 feet to the beginning of a nontangent curve to the right, having a radius of 563.73 feet, the center of which bears North 50°12'30" East;

Thence northwesterly along said curve and northeasterly boundary, through a central angle of 08°19'23" and an arc distance of 81.89 feet to the Point of Beginning.

Having an area of 299 square feet, more or less, within said parcel 7666207536.



PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON

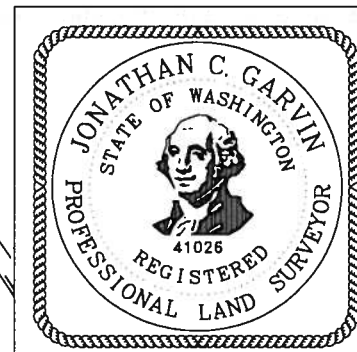


LINE TABLE		
LINE	LENGTH	BEARING
L1	7.36	S14°40'53"E
L2	2.91	S16°52'18"E
L3	20.75	N40°17'02"W
L4	225.00	S88°49'33"E
L5	26.40	N01°10'27"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	81.89	563.73	8°19'23"
C2	71.20	249.25	16°22'00"
C3	0.65	563.73	00°03'57"

LEGEND

////// UTILITY EASEMENT LOCATION



ARGO YARD TRUCK ROADWAY
PROLOGIS UTILITY EASEMENT

EASEMENT ATTACHMENT "A"

DATE
FEBRUARY 12, 2014

SHEET NO.
2 OF 2

Attachment "B"
Prologis Utility Easement

Benefitted Property

[Insert legal description of Port property benefitted by the easement]

Attachment B
Prologis Utility Easement
Benefitted Property

TERMINAL 18

Those portions of Blocks 393, 394, 395, 396, 398, 399, 400, 401 and 402, Seattle Tide Lands, portions of Block A, Frink's Waterfront Addition, together with portions of vacated streets and alleys, as shown on Record of Survey filed under recording number 9804079015, records of King County, Washington, located in the NW 1/4, Section 18, Township 24 North, Range 4 East, W.M., SW 1/4 Section 7, Township 24 North, Range 4 East, W.M., NW 1/4, Section 7, Township 24 North, Range 4 East, W.M. King County, Washington, described as follows:

Beginning at the intersection on the north margin of Southwest Spokane Street with the westerly margin of 10th Avenue Southwest; thence South $88^{\circ}51'34''$ East along said north margin of SW Spokane Street a distance of 51.65 feet to the centerline of 10th Avenue Southwest; thence North $15^{\circ}38'26''$ East along said centerline a distance of 30.89 feet; thence North $74^{\circ}21'34''$ West a distance of 170.34 feet to the True Point of Beginning; thence North $00^{\circ}21'44''$ East a distance of 114.84 feet; thence North $15^{\circ}30'12''$ East a distance of 193.62 feet; thence South $88^{\circ}40'55''$ East a distance of 125.95 feet; thence South $74^{\circ}21'34''$ East a distance of 77.90 feet; thence North $15^{\circ}39'07''$ East a distance of 253.36 feet; thence North $01^{\circ}11'42''$ East a distance of 87.23 feet; thence South $88^{\circ}55'17''$ East a distance of 61.42 feet to the easterly face of the bullrail located along the East Waterway; thence North $01^{\circ}09'09''$ East along said bullrail a distance of 6142.85 feet to the northeasterly bullrail corner; thence North $88^{\circ}33'07''$ West along the northerly face of the bullrail a distance of 99.56 feet to the beginning of a fence; thence along said fence the following courses: South $00^{\circ}56'46''$ West a distance of 121.49 feet to the beginning of a non-tangent curve having a radius of 110.00 feet and whose center bears South $10^{\circ}06'41''$ West; thence southwesterly along said curve a distance of 77.69 feet through a central angle of $40^{\circ}27'54''$; thence South $59^{\circ}38'47''$ West a distance of 676.69 feet to a point on the north line of lease boundary that intersects with the projected line of the East face of the proposed barrier wall; thence South $01^{\circ}01'16''$ West along the projected line of the proposed barrier wall a distance of 3.46 feet to the east face of the proposed barrier wall; thence continuing along the east face of the proposed barrier wall South $01^{\circ}01'16''$ West a distance of 208.99 feet to the beginning of a curve to the right having a radius of 400.00 feet; thence along said curve a distance of 177.25 through a central angle of $25^{\circ}23'23''$; thence South $26^{\circ}24'39''$ West a distance of 212.10 feet to the beginning if a curve to the right having a radius of 300.00 feet; thence along said curve a distance of 86.64 feet through a central angle of $16^{\circ}32'49''$; thence South $42^{\circ}57'28''$ West a distance of 205.44 feet; thence North $88^{\circ}54'35''$ West a distance of 45.44 feet to the end of the Easterly face of the barrier wall; thence South $01^{\circ}05'23''$ West a distance of 695.24 feet; thence South $88^{\circ}47'09''$ West a distance of 49.91 feet thence; South $01^{\circ}12'51''$ West a distance of 11.58 feet; thence South $77^{\circ}10'47''$ East a distance of 6.34 feet; thence South $00^{\circ}38'57''$ East a distance of 89.45 feet; thence South $20^{\circ}20'25''$ West a distance of 61.54 feet; thence South $01^{\circ}08'48''$ West a distance of 107.63 feet to the beginning of a non-tangent curve having a radius of 530.00 feet and whose center bears South $34^{\circ}39'26''$ West; thence southeasterly along said curve a distance of 225.37 feet through a central

angle of 24°21'47"; thence South 58°46'57" West a distance of 48.15 feet to the beginning of a non-tangent curve having a radius of 423.42 feet and whose center bears South 63°44'01" West; thence southeasterly along said curve a distance of 202.58 feet through a central angle of 27°24'47"; thence South 01°08'48" West a distance of 1138.44 feet; thence North 88°51'12" West a distance of 4.99 feet; thence South 01°08'46" West a distance of 91.79 feet to the beginning of a curve to the right having a radius of 130.00 feet; thence said curve a distance of 77.15 feet through a central angle of 34°00'03" to a point of compound curvature having a radius of 54.00 feet; thence along said compound curve a distance of 137.54 feet through a central angle of 145°56'14"; thence North 01°05'02" East a distance of 66.63 feet to a point on the southerly margin of said Block 398, said point being North 88°51'15" West a distance of 86.42 feet from the southeast corner of said Block 398; thence North 88°51'15" West along the southerly margin of said Block 398 a distance of 176.94 feet; thence South 01°08'48" West a distance of 113.83 feet; thence South 17°47'36" West a distance of 320.18 feet; thence South 56°35'07" West a distance of 166.87 feet to the beginning of a curve to the right having a radius of 65.00 feet; thence along said curve a distance of 141.30 feet through a central angle of 124°33'18"; thence North 01°08'25" East a distance of 361.73 feet; thence North 88°51'15" West a distance of 35.35 feet to the northeast corner of said Block 402; thence continuing North 88°51'15" West along the northerly margin of said Block 402 a distance of 401.81 feet; thence South 45°45'37" West a distance of 178.84 feet; thence South 01°07'58" West a distance of 1715.24 feet to the beginning of a curve to the left having a radius of 495.00 feet; thence along said curve a distance of 356.05 feet through a central angle of 41°12'46"; thence South 40°04'47" East a distance of 368.65 feet to the beginning of a curve to the left having a radius of 42.00 feet; thence along said curve a distance of 35.91 feet through a central angle of 48°58'54"; thence South 89°03'41" East a distance of 145.84 feet to the beginning of a curve to the left having a radius of 8.00 feet; thence along said curve a distance of 12.57 feet through a central angle of 90°00'00" to a point of reverse curvature having a radius of 24.00 feet; thence along said curve a distance of 37.70 feet through a central angle of 90°00'00"; thence South 89°03'41" East a distance of 87.82 feet to the beginning of a curve to the left having a radius of 247.00 feet; thence along said curve a distance of 55.32 feet through a central angle of 12°49'55"; thence North 78° 06' 24" East a distance of 105.86 feet to the beginning of a curve to the right having a radius of 623.00 feet; thence along said curve a distance of 154.38 feet through a central angle of 14°11'51"; thence South 87°41'45" East a distance of 314.88 feet; thence South 01°08'48" West a distance of 283.54 feet; thence South 88°51'12" East a distance of 34.58 feet to the beginning of a non-tangent curve having a radius of 273.00 feet and whose center bears North 79°39'54" East; thence southeasterly along said curve a distance of 102.09 feet through a central angle of 21°25'35"; thence South 31°45'41" East a distance of 142.25 feet; thence South 88°51'44" East a distance of 160.62 feet; thence South 84°23'36" East a distance of 70.66 feet to the southwesterly corner of said Block 393; thence South 88°51'34" East along the southerly margin of said Block 393 a distance of 60.32 feet; thence North 00°21'44" East a distance of 72.56 feet to the True Point of Beginning.

Attachment "C"
Prologis Utility Easement

Memorandum of Easement

[On following pages insert Memorandum of Easement document]

When Recorded Return To:

Port of Seattle
Attention: Soojin Kim
P.O. Box 1209
Seattle, WA 98111

Title: Memorandum of Easement

Reference #: N/A

Grantor: Prologis L.P., a Delaware limited partnership

Abbreviated Legal Description:

Tax Parcel Account Number:

Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is executed this day of , 20__
by and between **Prologis L.P.**, a Delaware limited partnership ("Grantor"), with an address at
3353 Gateway Boulevard, Fremont, CA 94538, attn.: Vice President – Development Manager,
and **Port of Seattle**, a Washington municipal corporation ("Grantee"), with an address at 2711
Alaskan Way, P.O. Box 1209, Seattle, WA 98111:

1. Grantor owns or controls the real property in the City of Seattle, County of King, ,
State of Washington as described on **Attachment "A"** (the "Premises").
2. Grantor and Grantee have entered into the **Prologis Utility Easement Agreement**,
dated , 20__ (the " Agreement") in which, subject to terms set
forth therein, Grantor grants Grantee a permanent, non-exclusive easement for
underground electrical lighting cables over, under, across and through the Premises
(the "Easement") for the benefit of Grantee and Grantee's employees, contractors,
agents and invitees and Grantee's property described in Attachment "B" to the
Agreement.

3. This Memorandum of Easement is solely for the purpose of giving constructive notice of the Agreement and Easement. In the event of conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement control.

[Signatures and Notarial Acknowledgments on Following Pages]

Attachment A

[Insert Legal Description of Easement Area for Prologis Utility Easement]
[Follow Legal Description page with depiction of Premises/Easement Area]

Attachment A
Prologis Utility Easement
Assessor's Parcel No. 7666207536

A utility easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of Assessor's Parcel No. 7666207536, more particularly described as follows:

Commencing at a concrete filled pipe with lead and tack at the intersection of South Dakota Street and East Marginal Way;

Thence South $88^{\circ}49'33''$ East, along the centerline of said South Dakota Street, a distance of 225.00 feet to a point on the westerly boundary of said parcel;

Thence North $01^{\circ}10'27''$ East, along said westerly boundary, a distance of 26.40 feet to the beginning of a nontangent curve to the left, having a radius of 563.73 feet, the center of which bears North $58^{\circ}35'50''$ East;

Thence southeasterly along said curve and northeasterly boundary of said parcel, through a central angle of $00^{\circ}03'57''$ and an arc distance of 0.65 feet to the beginning of a nontangent curve to the left, having a radius of 249.25 feet, the center of which bears North $66^{\circ}47'51''$ East, said point being the Point of Beginning;

Thence southeasterly along said curve, through a central angle of $16^{\circ}22'00''$ and an arc distance of 71.20 feet;

Thence South $40^{\circ}17'02''$ East a distance of 20.75 feet to a point on the easterly boundary of said parcel;

Thence North $16^{\circ}52'18''$ West, along the easterly boundary of said parcel, a distance of 2.91 feet;

Thence North $14^{\circ}40'53''$ West, along the easterly boundary of said parcel, a distance of 7.36 feet to the beginning of a nontangent curve to the right, having a radius of 563.73 feet, the center of which bears North $50^{\circ}12'30''$ East;

Thence northwesterly along said curve and northeasterly boundary, through a central angle of $08^{\circ}19'23''$ and an arc distance of 81.89 feet to the Point of Beginning.

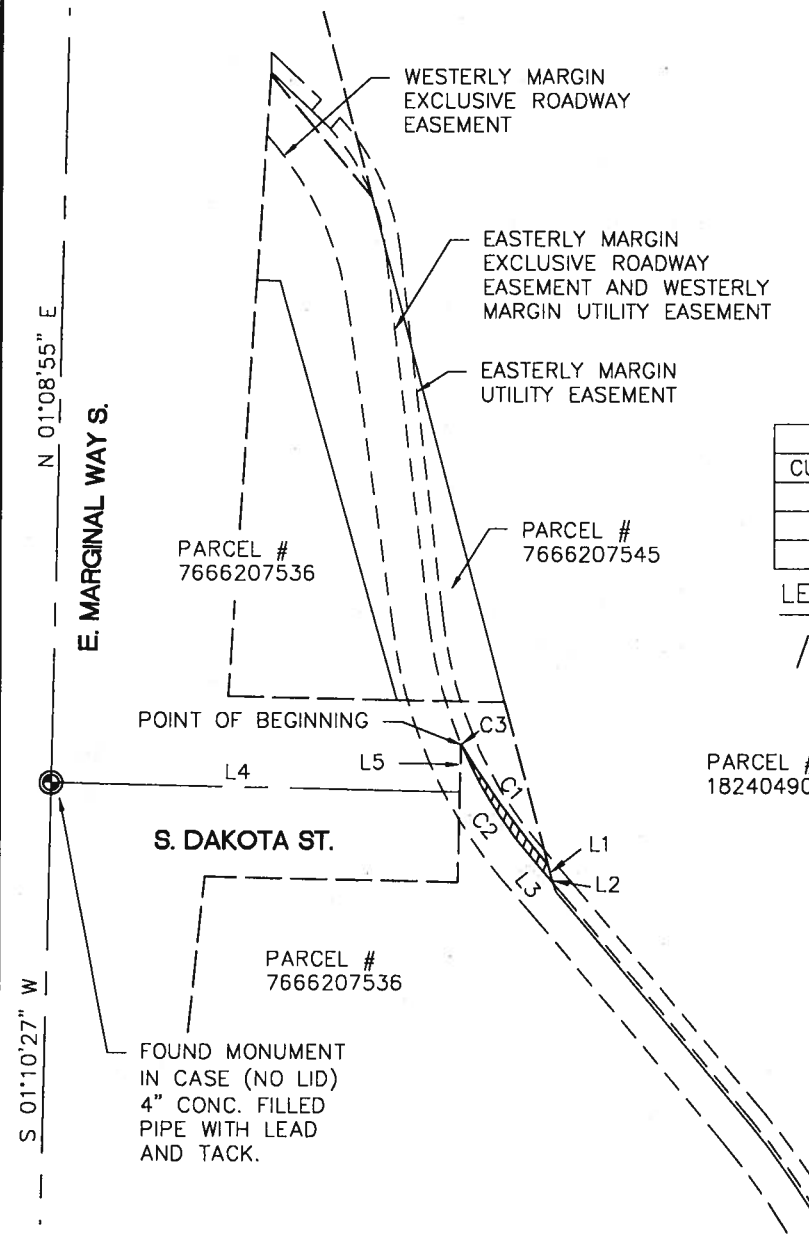
Having an area of 299 square feet, more or less, within said parcel 7666207536.



PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON



1"=100'

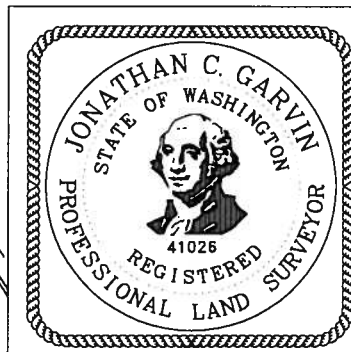


LINE TABLE		
LINE	LENGTH	BEARING
L1	7.36	S14°40'53"E
L2	2.91	S16°52'18"E
L3	20.75	N40°17'02"W
L4	225.00	S88°49'33"E
L5	26.40	N01°10'27"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	81.89	563.73	8°19'23"
C2	71.20	249.25	16°22'00"
C3	0.65	563.73	00°03'57"

LEGEND

////// UTILITY EASEMENT LOCATION



	ARGO YARD TRUCK ROADWAY PROLOGIS UTILITY EASEMENT	DATE FEBRUARY 12, 2014
	EASEMENT ATTACHMENT "A"	SHEET NO. 2 OF 2

Attachment B

[Insert Legal Description of Terminal 18 – Benefitted Property for Prologis Utility Easement]

**Attachment B
Prologis Utility Easement
Benefitted Property**

TERMINAL 18

Those portions of Blocks 393, 394, 395, 396, 398, 399, 400, 401 and 402, Seattle Tide Lands, portions of Block A, Frink's Waterfront Addition, together with portions of vacated streets and alleys, as shown on Record of Survey filed under recording number 9804079015, records of King County, Washington, located in the NW 1/4, Section 18, Township 24 North, Range 4 East, W.M., SW 1/4 Section 7, Township 24 North, Range 4 East, W.M., NW 1/4, Section 7, Township 24 North, Range 4 East, W.M. King County, Washington, described as follows:

Beginning at the intersection on the north margin of Southwest Spokane Street with the westerly margin of 10th Avenue Southwest; thence South 88°51'34" East along said north margin of SW Spokane Street a distance of 51.65 feet to the centerline of 10th Avenue Southwest; thence North 15°38'26" East along said centerline a distance of 30.89 feet; thence North 74°21'34" West a distance of 170.34 feet to the True Point of Beginning; thence North 00°21'44" East a distance of 114.84 feet; thence North 15°30'12" East a distance of 193.62 feet; thence South 88°40'55" East a distance of 125.95 feet; thence South 74°21'34" East a distance of 77.90 feet; thence North 15°39'07" East a distance of 253.36 feet; thence North 01°11'42" East a distance of 87.23 feet; thence South 88°55'17" East a distance of 61.42 feet to the easterly face of the bullrail located along the East Waterway; thence North 01°09'09" East along said bullrail a distance of 6142.85 feet to the northeasterly bullrail corner; thence North 88°33'07" West along the northerly face of the bullrail a distance of 99.56 feet to the beginning of a fence; thence along said fence the following courses: South 00°56'46" West a distance of 121.49 feet to the beginning of a non-tangent curve having a radius of 110.00 feet and whose center bears South 10°06'41" West; thence southwesterly along said curve a distance of 77.69 feet through a central angle of 40°27'54"; thence South 59°38'47" West a distance of 676.69 feet to a point on the north line of lease boundary that intersects with the projected line of the East face of the proposed barrier wall; thence South 01°01'16" West along the projected line of the proposed barrier wall a distance of 3.46 feet to the east face of the proposed barrier wall; thence continuing along the east face of the proposed barrier wall South 01°01'16" West a distance of 208.99 feet to the beginning of a curve to the right having a radius of 400.00 feet; thence along said curve a distance of 177.25 through a central angle of 25° 23' 23"; thence South 26°24'39" West a distance of 212.10 feet to the beginning of a curve to the right having a radius of 300.00 feet; thence along said curve a distance of 86.64 feet through a central angle of 16°32'49"; thence South 42°57'28" West a distance of 205.44 feet; thence North 88°54'35" West a distance of 45.44 feet to the end of the Easterly face of the barrier wall; thence South 01°05'23" West a distance of 695.24 feet; thence South 88°47'09" West a distance of 49.91 feet thence; South 01°12'51" West a distance of 11.58 feet; thence South 77°10'47" East a distance of 6.34 feet; thence South 00°38'57" East a distance of 89.45 feet; thence South 20°20'25" West a distance of 61.54 feet; thence South 01°08'48" West a distance of 107.63 feet to the beginning of a non-tangent curve having a radius of 530.00 feet and whose center bears South 34°39'26" West; thence southeasterly along said curve a distance of 225.37 feet through a central

angle of 24°21'47"; thence South 58°46'57" West a distance of 48.15 feet to the beginning of a non-tangent curve having a radius of 423.42 feet and whose center bears South 63°44'01" West; thence southeasterly along said curve a distance of 202.58 feet through a central angle of 27°24'47"; thence South 01°08'48" West a distance of 1138.44 feet; thence North 88°51'12" West a distance of 4.99 feet; thence South 01°08'46" West a distance of 91.79 feet to the beginning of a curve to the right having a radius of 130.00 feet; thence said curve a distance of 77.15 feet through a central angle of 34°00'03" to a point of compound curvature having a radius of 54.00 feet; thence along said compound curve a distance of 137.54 feet through a central angle of 145°56'14"; thence North 01°05'02" East a distance of 66.63 feet to a point on the southerly margin of said Block 398, said point being North 88°51'15" West a distance of 86.42 feet from the southeast corner of said Block 398; thence North 88°51'15" West along the southerly margin of said Block 398 a distance of 176.94 feet; thence South 01°08'48" West a distance of 113.83 feet; thence South 17°47'36" West a distance of 320.18 feet; thence South 56°35'07" West a distance of 166.87 feet to the beginning of a curve to the right having a radius of 65.00 feet; thence along said curve a distance of 141.30 feet through a central angle of 124°33'18"; thence North 01°08'25" East a distance of 361.73 feet; thence North 88°51'15" West a distance of 35.35 feet to the northeast corner of said Block 402; thence continuing North 88°51'15" West along the northerly margin of said Block 402 a distance of 401.81 feet; thence South 45°45'37" West a distance of 178.84 feet; thence South 01°07'58" West a distance of 1715.24 feet to the beginning of a curve to the left having a radius of 495.00 feet; thence along said curve a distance of 356.05 feet through a central angle of 41°12'46"; thence South 40°04'47" East a distance of 368.65 feet to the beginning of a curve to the left having a radius of 42.00 feet; thence along said curve a distance of 35.91 feet through a central angle of 48°58'54"; thence South 89°03'41" East a distance of 145.84 feet to the beginning of a curve to the left having a radius of 8.00 feet; thence along said curve a distance of 12.57 feet through a central angle of 90°00'00" to a point of reverse curvature having a radius of 24.00 feet; thence along said curve a distance of 37.70 feet through a central angle of 90°00'00"; thence South 89°03'41" East a distance of 87.82 feet to the beginning of a curve to the left having a radius of 247.00 feet; thence along said curve a distance of 55.32 feet through a central angle of 12°49'55"; thence North 78° 06' 24" East a distance of 105.86 feet to the beginning of a curve to the right having a radius of 623.00 feet; thence along said curve a distance of 154.38 feet through a central angle of 14°11'51"; thence South 87°41'45" East a distance of 314.88 feet; thence South 01°08'48" West a distance of 283.54 feet; thence South 88°51'12" East a distance of 34.58 feet to the beginning of a non-tangent curve having a radius of 273.00 feet and whose center bears North 79°39'54" East; thence southeasterly along said curve a distance of 102.09 feet through a central angle of 21°25'35"; thence South 31°45'41" East a distance of 142.25 feet; thence South 88°51'44" East a distance of 160.62 feet; thence South 84°23'36" East a distance of 70.66 feet to the southwesterly corner of said Block 393; thence South 88°51'34" East along the southerly margin of said Block 393 a distance of 60.32 feet; thence North 00°21'44" East a distance of 72.56 feet to the True Point of Beginning.

EXHIBIT 8
PROLOGIS STORMWATER TREATMENT VAULT
EASEMENT

PROLOGIS Stormwater Treatment Vault Easement

This Agreement for **PROLOGIS Stormwater Treatment Vault Easement** ("Easement") is entered into as of _____, 2014 ("Effective Date") by and between **Prologis L.P., a Delaware Limited Partnership** ("Grantor") and Port of Seattle, a Washington municipal corporation ("Grantee").

- A. Grantor owns or controls certain real property in Seattle, Washington, as legally described and depicted on **Attachment "A"** (the "**Premises**").
- B. Grantee has requested that Grantor grant to Grantee an **easement** over the Premises for the Easement Purpose (as defined below).
- C. On December 13, 2011, Grantee's Port of Seattle Commissioners authorized acquisition of real property interests for the Argo Yard Truck Roadway Project ("Project"). The Project is described in the Memorandum of Understanding dated January 25, 2012 among the Port of Seattle, Washington State Freight Mobility Strategic Investment Board, Prologis L.P., City of Seattle and Union Pacific Railroad Company, which MOU was subsequently supplemented, clarified and amended by that Supplemental Agreement dated _____.
- D. Grantor has agreed to grant Grantee the requested easement subject to the terms and conditions of this Agreement in consideration of the benefits associated with the Project. The Project involves construction of a private southbound dedicated truck roadway from a point east of East Marginal Way South at a newly constructed underpass of the rebuilt SR 99/East Marginal Way South trestle to the Argo Rail Yard gate, and addresses stormwater treatment and lighting along the roadway.

NOW, THEREFORE, the parties agree as follows:

Section 1 Granting of Easement.

- 1.1 Easement Purpose. The "Easement Purpose" will be for:
- (a) Activities related to construction of a vault and/or other structure(s) and connections to the Grantor's stormwater sewer systems to allow discharge of stormwater as necessary to address stormwater treatment requirements arising out of the construction of the Project's private southbound dedicated truck roadway;
 - (b) Operation of said vault and/or other structure(s) and connections; and
 - (c) Inspection, maintenance, repair and replacement of said vault and/or other structure(s) and connections.

by Grantee and Grantee's employees, contractors, agents, and invitees.

1.2 Grant. Grantor grants to Grantee a permanent, non-exclusive easement ("Easement") over, under, across and through the Premises for the Easement Purpose and for no other purpose; provided, however, that Section 14 shall apply in the event that Grantee abandons operation of the Project's truck roadway and other easements for said roadway revert to property owners that granted those easements. This Easement shall only include such rights in the Premises as shall be necessary for the activities contemplated by the Easement Purpose.

1.3 Maintenance of Premises. Grantee will be responsible for all costs of maintenance of the vault and/or other structure(s) and connections constructed to address stormwater treatment requirements arising out of construction of the Project's truck roadway for as long as Grantee has necessary easements to continue operating and maintaining the Project's truck roadway.

1.4 Term of Easement. The term of this Agreement will be perpetual, unless sooner abandoned as provided in Section 14 of this Agreement.

Section 2 Indemnification.

2.1 At Grantee's sole expense, Grantee will indemnify, hold harmless, and defend Grantor from and against any and all claims, lawsuits, damages, liabilities, fines, expenses, fees and costs of any kind, arising from Grantee's intentional misconduct, negligence, including, but not limited to, the negligent exacerbation of any pre-existing conditions or negligent transportation of any Hazardous Substances from the Premises, or breach or default in the performance of Grantee's responsibilities under the provisions of this Agreement. As used in this Section 2.1 the term "Grantee" will include employees, agents, contractors, and persons entering the Premises under the express or implied invitation of Grantee.

2.2 Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against Grantor by any entity, relating to any matter covered by this Agreement for which Grantee has an obligation to assume liability for and/or save and hold harmless Grantor. Grantee will pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 3 Environmental liability and potential costs of handling Construction-Derived Waste.

3.1 Definitions.

"Hazardous Substance(s)" means any substance, or substance containing any component, now or hereafter designated as a hazardous, dangerous, toxic or harmful substance, material or waste, subject to regulation under any Environmental Law.

“Environmental Law” shall mean any environmentally related local, state or federal law or regulation, ordinance or order, now or hereafter amended including, but not limited to: the Federal Clean Air Act; the Federal Clean Water Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Waste Management Recovery and Recycling Act; the Federal Toxic Substances Control Act; United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101) the Washington Hazardous Waste Management Act; Washington Model Toxics Control Act; the Washington Water Pollution Control Act; the Washington Underground Petroleum Storage Tanks Act; the Washington Industrial Safety and Health Act; the Washington Worker and Community Right to Know Act; the Washington Oil and Hazardous Substance Spill Prevention and Response Act; and any such other substances, materials and wastes as are or become regulated or subject to cleanup authority by any jurisdiction under any environmental laws.

“Construction-Derived Waste” (“CDW”) shall mean that soil or water generated from the excavation activities necessary for construction of Project Elements I and II which the Port determines must be removed from the easement area and construction site.

“Hazardous/Dangerous CDW” is soil or water that is designated as hazardous or dangerous under 40 CFR Part 260 and WAC 173-303 criteria by a party pursuant to the procedures in Section 3.4.6.

“Non-Hazardous CDW” is all other CDW. Non-Hazardous CDW is not necessarily “clean waste” and may contain pollutants that require special handling.

3.2 No Indemnity for Pre-existing Hazardous Substances.

The Port’s participation in the Project shall create no obligation on the part of Grantor or any other party, to indemnify or defend Grantee, or any other party, their agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any Hazardous Substances in, under, or on property owned by Grantee or any other Party.

3.3 Waiver.

Grantor and Grantee shall waive and release each other, their agents, elected officials, officers or employees from any and all liability, loss, damage, expense, actions and claims arising from or related to any incremental increase in hazardous substances generated by whatever additional vehicle traffic there may be on the truck roadway when the Project is completed.

3.4 Testing and Disposal of Construction-Derived Waste.

3.4.1 Grantee will pay the cost of disposal of any CDW generated during construction of Project Elements I and II. Grantee will collect and test the CDW.

3.4.2 Grantee, or the owner of the property from which the CDW was generated ("Property Owner"), will determine whether it is Hazardous/Dangerous CDW according to the procedures in Section 3.4.3. Grantee will generate soil profiles for disposal for all soil that is Non-hazardous CDW, and will dispose of such wastes in a Subtitle D landfill (soil) or as appropriate (water).

3.4.3 If the Grantee identifies any of the waste generated during construction as "hazardous/ dangerous" waste, the Grantee and Grantor will have the following responsibilities and obligations:

a. Grantee's responsibilities:

- (i) The Grantee will sample and characterize all Hazardous/Dangerous CDW and will keep wastes segregated and/or stockpiled according to the geographic origin of the CDW (by individual Property Owner).
- (ii) The Grantee will notify the respective Property Owner of the existence of any Hazardous/ Dangerous CDW generated on its property.
- (iii) If the Property Owner agrees with the Grantee's Hazardous/Dangerous CDW designation, the Grantee will coordinate transportation to the chosen waste disposal facility.
- (iv) If the Property Owner disagrees with the Grantee's Hazardous/Dangerous CDW designation, then Section 3.4.3(b) will apply.

b. Property Owner responsibilities: Upon notification by the Grantee that Hazardous/Dangerous CDW has been generated on its property, the Property Owner will be responsible for the following:

- (i) The Property Owner will respond to the Grantee's Hazardous/Dangerous CDW designation within five business days of notification by the Grantee of the Hazardous/Dangerous waste designation.
- (ii) Within five business days of confirming acceptance of the Hazardous/Dangerous CDW designation, the Property Owner will complete the necessary paperwork to acquire an EPA Waste ID number from the Washington State Department of Ecology if none has been previously established for the property.
- (iii) In the event that the Property Owner disagrees with the Grantee's Hazardous/Dangerous CDW designation, the Property Owner will be responsible for all the steps associated with disposal of the Non-Hazardous CDW. In such event, the Property Owner will notify Grantee within five business days of receiving the Grantee's notification of Hazardous/Dangerous CDW designation, that the Property Owner disagrees with the Grantee's designation and that the Property Owner has determined that the waste is Non-Hazardous CDW. Within 30 calendar days of

notifying the Grantee of the Property Owner's disagreement with the Grantee's Hazardous/Dangerous CDW designation, the Property Owner will arrange for and complete the disposal of the disputed waste as Non-Hazardous CDW without the Grantee's assent or assistance, unless the Property Owner plans to dispose of the disputed waste by rail, in which case the Property Owner will have 90 days to do so. In such event, the Property Owner will submit an invoice to the Grantee for reimbursement of the disposal cost for the Non-Hazardous CDW, but in no event will the rate sought for reimbursement exceed the rate that the Grantee obtains from facilities for disposal of Non-Hazardous CDW. As used here, "rate" includes the cost of loading into trucks or rail cars, transportation, and actual disposal costs.

(iv) When the Property Owner agrees with the Grantee's designation of Hazardous/Dangerous CDW, the Grantee will suggest, for the Property Owner's approval, a facility for waste disposal that meets federal and state criteria ("Port-suggested facility"). If the Property Owner wishes to dispose of waste at a facility different from the Port-suggested facility, the Grantee's responsibility for the cost of waste disposal will not exceed 100 percent of what it would cost at the Port-suggested facility.

(v) Within 14 calendar days of receiving the Grantee's notification of Hazardous/Dangerous CDW designation, the Property Owner or its agent will sign an application prepared by the Grantee or its consultant to create/generate a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 Days. Creating/generating a profile will include but is not necessarily limited to submitting the EPA ID number assigned to the property, identifying the hauler of the Hazardous/Dangerous CDW, identifying the Property Owner and submitting the chemical and analytical data produced by the Grantee. If the Property Owner does not wish to have the Grantee prepare the manifest/application, the Property Owner will so indicate to Grantee and Property Owner will prepare the manifest/application and be responsible for creating/generating a profile with the facility chosen for Hazardous/Dangerous CDW disposal, so that said facility can receive the waste(s) within 45 Days.

(vi) The Property Owner or its agent will be responsible for signing as the waste generator on the Hazardous Waste Manifest and for recordkeeping required for Hazardous Waste Manifests per State and federal Regulations.

(vii) The Grantee or its consultant shall be responsible for preparing, and the Property Owner or its agent responsible for signing, all reporting associated with the Hazardous or Dangerous CDW shipped from the Premises; provided however, if the Property Owner does not wish to have the Grantee prepare the manifest/application, then the Property Owner shall be responsible for all such reporting.

(viii) The Property Owner, at Grantee's cost and expense, will be responsible for closing out the EPA ID number with the Washington State Department of Ecology upon completion of Project Elements I and II.

Section 4 Legal Compliance. Grantee will observe and comply with any and all laws, including Environmental Laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction relating to the use of the Premises.

Section 5. Insurance. During the term of this Agreement, Grantee will maintain insurance in the amount and to the extent Grantee reasonably deems necessary to cover its activities on the Premises, which coverage Grantee may provide through its program of self-insurance or commercial insurance. Grantor shall be included as an additional insured party if Grantee utilizes commercial insurance, to the extent that such a commercial policy will extend additional insured status to Grantor.

Section 6. Grantor's Use of the Premises. Grantor, its successors and assigns, may access the Premises for uses consistent with the rights herein granted, subject to the conditions of this Agreement, as long as such uses do not interfere with the Purpose for which this Easement is granted.

Section 7. Standard of Care. Grantee will perform all construction activities associated with its completion of the Project in compliance with all federal, state, and local laws, including Environmental Laws and with the terms of this Agreement. Grantee will exercise reasonable care in the performance of all its activities and will use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property, including the Premises.

Section 8. Ownership of Project Improvements. Unless otherwise provided in this Agreement or in other approvals or agreements, Grantee will own the Project improvements made within the Easement area, including, without limitation, improvements constructed by either party at the cost and expense of Grantee. Nothing in this Agreement, however, will be construed as granting to the Grantee any interest or right in the Easement or the improvements within the Easement other than the rights expressly provided herein, including any ownership in any existing stormwater improvements necessary for the operation of the Premises (as the same may be repaired, improved, or replaced from time to time).

Section 9. Operations. Grantee will operate, maintain, and repair the Project located within the Easement in compliance with all federal, state, and local laws and in a manner consistent with industry standards. Grantee will exercise reasonable care in the performance of all its activities within the Easement and will use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 10. Liens and Encumbrances. Grantee will, at its sole cost, keep the Easement area free and clear of any liens or other encumbrances arising out of Grantee's activities under this Agreement.

Section 11. Transfer of Interests. Grantee will not assign or transfer the Easement, or any interest therein to any entity other than a successor agency that would operate and maintain the Project, without the express written consent of Grantor. Such consent will not be

unreasonably withheld. All of the terms of this Agreement, whether so expressed or not, will be binding upon the respective successors and permitted assigns of the parties hereto and will inure to the benefits of be enforceable by the parties hereto and their respective successors and assigns.

Section 12. Binding Effect. The Easement is appurtenant to and will run with the **Benefitted Property**, legally described in **Attachment "B"** attached hereto as well as any real property interest that Grantee acquires as part of the Project. The Easement will inure to the benefit of Grantee, its successors and/or assigns and will be binding upon the Grantor, and their respective heirs, successors and/or assigns.

Section 13. Authority to Execute Agreement. Grantor covenants that Grantor is the lawful owner of the Premises and has a good and lawful right to execute the Agreement.

Section 14. Termination and Reversion Upon Abandonment. Either party may terminate this Easement upon thirty (30) days written notice to the other in the event that Grantee or its successor agency permanently ceases operation and use of the truck roadway on the Premises or in the event that Grantee or its successor agency does not construct some portion of the Project within the Easement area. In the event that the Easement terminates, all of the Grantee's rights to the Easement shall cease and all rights hereunder shall revert to Grantor.

Section 15. Notices. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same will be given and will be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantor: Prologis, L.P.
3353 Gateway Boulevard
Fremont, CA 94538

Attention: Vice President – Development Manager
Copy to: Prologis, L.P. – Legal Department
4545 Airport Way, Denver, CO 80239

If to Grantee: Port of Seattle
P.O. Box 1209
Seattle, WA 98111

Attention: Seaport Managing Director
Copy to: General Counsel

Section 16 Recordation. It is understood and agreed that this Agreement will not be in recordable form and will not be placed on public record and any such recording will be a breach of this Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Attachment "C"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement will be recorded in the real estate records in the county where the Premises are located.

Section 17 Miscellaneous.

17.1 All questions concerning the interpretation or application of provisions of this Agreement will be decided according to the substantive Laws of the State of Washington without regard to conflicts of law provisions.

17.2 To the fullest extent permitted by law, any dispute arising under or in connection with this Agreement or related to any subject matter which is the subject of this Agreement will be subject to the sole and exclusive jurisdiction of King County Superior Court. This choice of venue is intended by the parties to be mandatory and not permissive. Each party irrevocably consents to the jurisdiction of King County Superior Court in any such dispute and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the laying of venue in such court or that any such dispute which is brought in such court has been brought in an inconvenient forum.

17.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

17.4 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

17.5 Time is of the essence for the performance of this Agreement.

[Signature page follows]

Witness the execution of this Agreement as of the date first set forth above.

Grantor:

Prologis, L.P.

By: _____ [*signature line*]
Name: _____ [*insert name of signatory*]
Title: _____ [*insert title of signatory*]

of Prologis Inc., its general partner

Grantee:

Port of Seattle, a Washington municipal corporation

By: _____
Name: _____
Title: _____

Attachment "A"
Prologis Stormwater Treatment Vault Easement

Premises

[Insert Legal Description]

[Follow Legal Description page with depiction of Premises/Easement Area]

Attachment A
Prologis Stormwater Treatment Vault Easement
Assessor's Parcel No. 7666207536

A stormwater treatment vault easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of Assessor's Parcel No. 7666207536, more particularly described as follows:

A strip of land 25.00 feet in width, the sidelines of said strip being 12.50 feet on each side of the following described centerline:

Commencing at the intersection of Diagonal Avenue South and Colorado Avenue South;
Thence North $01^{\circ}08'20''$ East, along the centerline of said Colorado Avenue South, a distance of 476.66 feet to a nail set in a concrete block, in a case, at the center of the cul de sac of said Colorado Avenue South;
Thence North $72^{\circ}41'39''$ West, a distance of 55.00 feet to the Westerly margin of said Colorado Avenue South, and the Point of Beginning;
Thence North $89^{\circ}32'22''$ West, a distance of 19.47 feet to the terminus of said centerline, the sidelines of said strips to be lengthened or shortened to intersect at all angle points and to terminate on a line perpendicular to said centerline at said beginning and said westerly Right of Way margin of Colorado Avenue South.

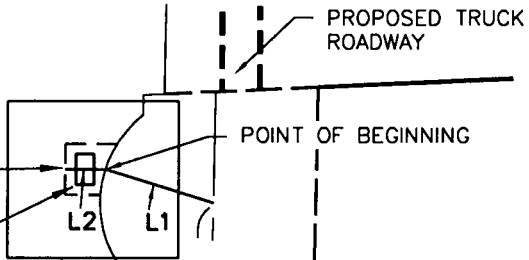
Containing 501 square feet, more or less.



BLOCK 355 OF SEATTLE TIDELANDS
KING COUNTY, WASHINGTON



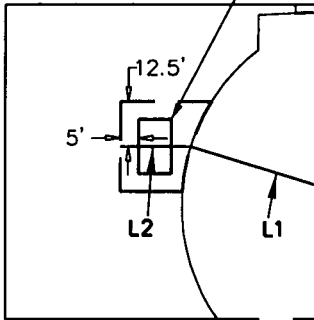
EASEMENT
BOUNDARY



SEE DETAIL "A"

9'x15' STORMWATER
TREATMENT VAULT

ASSESSOR'S
PARCEL #
7666207536



DETAIL "A"
SCALE 1"=50'



N 01°08'20" E 476.66'
COLORADO AVE. S.

DIAGONAL AVE. S.

DENVER AVE. S.

POINT OF COMMENCEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	55.00	N72°41'39"W
L2	19.47	N89°52'22"W



ARGO YARD
PROLOGIS STORMWATER TREATMENT
VAULT EASEMENT

EASEMENT ATTACHMENT "A"

DATE

OCT 30, 2013

SHEET NO.

2 OF 2

Attachment "B"
Prologis Stormwater Treatment Vault Easement

Benefitted Property

[Insert legal description of Port property benefitted by the easement]

Attachment B
Prologis Stormwater Treatment Vault Easement
Benefitted Property

TERMINAL 18

Those portions of Blocks 393, 394, 395, 396, 398, 399, 400, 401 and 402, Seattle Tide Lands, portions of Block A, Frink's Waterfront Addition, together with portions of vacated streets and alleys, as shown on Record of Survey filed under recording number 9804079015, records of King County, Washington, located in the NW 1/4, Section 18, Township 24 North, Range 4 East, W.M., SW 1/4 Section 7, Township 24 North, Range 4 East, W.M., NW 1/4, Section 7, Township 24 North, Range 4 East, W.M. King County, Washington, described as follows:

Beginning at the intersection on the north margin of Southwest Spokane Street with the westerly margin of 10th Avenue Southwest; thence South 88°51'34" East along said north margin of SW Spokane Street a distance of 51.65 feet to the centerline of 10th Avenue Southwest; thence North 15°38'26" East along said centerline a distance of 30.89 feet; thence North 74°21'34" West a distance of 170.34 feet to the True Point of Beginning; thence North 00°21'44" East a distance of 114.84 feet; thence North 15°30'12" East a distance of 193.62 feet; thence South 88°40'55" East a distance of 125.95 feet; thence South 74°21'34" East a distance of 77.90 feet; thence North 15°39'07" East a distance of 253.36 feet; thence North 01°11'42" East a distance of 87.23 feet; thence South 88°55'17" East a distance of 61.42 feet to the easterly face of the bullrail located along the East Waterway; thence North 01°09'09" East along said bullrail a distance of 6142.85 feet to the northeasterly bullrail corner; thence North 88°33'07" West along the northerly face of the bullrail a distance of 99.56 feet to the beginning of a fence; thence along said fence the following courses: South 00°56'46" West a distance of 121.49 feet to the beginning of a non-tangent curve having a radius of 110.00 feet and whose center bears South 10°06'41" West; thence southwesterly along said curve a distance of 77.69 feet through a central angle of 40°27'54"; thence South 59°38'47" West a distance of 676.69 feet to a point on the north line of lease boundary that intersects with the projected line of the East face of the proposed barrier wall; thence South 01°01'16" West along the projected line of the proposed barrier wall a distance of 3.46 feet to the east face of the proposed barrier wall; thence continuing along the east face of the proposed barrier wall South 01°01'16" West a distance of 208.99 feet to the beginning of a curve to the right having a radius of 400.00 feet; thence along said curve a distance of 177.25 through a central angle of 25° 23' 23"; thence South 26°24'39" West a distance of 212.10 feet to the beginning if a curve to the right having a radius of 300.00 feet; thence along said curve a distance of 86.64 feet through a central angle of 16°32'49"; thence South 42°57'28" West a distance of 205.44 feet; thence North 88°54'35" West a distance of 45.44 feet to the end of the Easterly face of the barrier wall; thence South 01°05'23" West a distance of 695.24 feet; thence South 88°47'09" West a distance of 49.91 feet thence; South 01°12'51" West a distance of 11.58 feet; thence South 77°10'47" East a distance of 6.34 feet; thence South 00°38'57" East a distance of 89.45 feet; thence South 20°20'25" West a distance of 61.54 feet; thence South 01°08'48" West a distance of 107.63 feet to the beginning of a non-tangent curve having a radius of 530.00 feet and whose center bears South 34°39'26" West; thence southeasterly along said curve a distance of 225.37 feet through a central

angle of 24°21'47"; thence South 58°46'57" West a distance of 48.15 feet to the beginning of a non-tangent curve having a radius of 423.42 feet and whose center bears South 63°44'01" West; thence southeasterly along said curve a distance of 202.58 feet through a central angle of 27°24'47"; thence South 01°08'48" West a distance of 1138.44 feet; thence North 88°51'12" West a distance of 4.99 feet; thence South 01°08'46" West a distance of 91.79 feet to the beginning of a curve to the right having a radius of 130.00 feet; thence said curve a distance of 77.15 feet through a central angle of 34°00'03" to a point of compound curvature having a radius of 54.00 feet; thence along said compound curve a distance of 137.54 feet through a central angle of 145°56'14"; thence North 01°05'02" East a distance of 66.63 feet to a point on the southerly margin of said Block 398, said point being North 88°51'15" West a distance of 86.42 feet from the southeast corner of said Block 398; thence North 88°51'15" West along the southerly margin of said Block 398 a distance of 176.94 feet; thence South 01°08'48" West a distance of 113.83 feet; thence South 17°47'36" West a distance of 320.18 feet; thence South 56°35'07" West a distance of 166.87 feet to the beginning of a curve to the right having a radius of 65.00 feet; thence along said curve a distance of 141.30 feet through a central angle of 124°33'18"; thence North 01°08'25" East a distance of 361.73 feet; thence North 88°51'15" West a distance of 35.35 feet to the northeast corner of said Block 402; thence continuing North 88°51'15" West along the northerly margin of said Block 402 a distance of 401.81 feet; thence South 45°45'37" West a distance of 178.84 feet; thence South 01°07'58" West a distance of 1715.24 feet to the beginning of a curve to the left having a radius of 495.00 feet; thence along said curve a distance of 356.05 feet through a central angle of 41°12'46"; thence South 40°04'47" East a distance of 368.65 feet to the beginning of a curve to the left having a radius of 42.00 feet; thence along said curve a distance of 35.91 feet through a central angle of 48°58'54"; thence South 89°03'41" East a distance of 145.84 feet to the beginning of a curve to the left having a radius of 8.00 feet; thence along said curve a distance of 12.57 feet through a central angle of 90°00'00" to a point of reverse curvature having a radius of 24.00 feet; thence along said curve a distance of 37.70 feet through a central angle of 90°00'00"; thence South 89°03'41" East a distance of 87.82 feet to the beginning of a curve to the left having a radius of 247.00 feet; thence along said curve a distance of 55.32 feet through a central angle of 12°49'55"; thence North 78° 06' 24" East a distance of 105.86 feet to the beginning of a curve to the right having a radius of 623.00 feet; thence along said curve a distance of 154.38 feet through a central angle of 14°11'51"; thence South 87°41'45" East a distance of 314.88 feet; thence South 01°08'48" West a distance of 283.54 feet; thence South 88°51'12" East a distance of 34.58 feet to the beginning of a non-tangent curve having a radius of 273.00 feet and whose center bears North 79°39'54" East; thence southeasterly along said curve a distance of 102.09 feet through a central angle of 21°25'35"; thence South 31°45'41" East a distance of 142.25 feet; thence South 88°51'44" East a distance of 160.62 feet; thence South 84°23'36" East a distance of 70.66 feet to the southwesterly corner of said Block 393; thence South 88°51'34" East along the southerly margin of said Block 393 a distance of 60.32 feet; thence North 00°21'44" East a distance of 72.56 feet to the True Point of Beginning.

Attachment "C"
Prologis Stormwater Treatment Vault Easement

Memorandum of Easement

[On following pages insert Memorandum of Easement document]

When Recorded Return To:

Port of Seattle
Attention: Soojin Kim
P.O. Box 1209
Seattle, WA 98111

Title: Memorandum of Easement

Reference #: N/A

Grantor: Prologis L.P., a Delaware limited partnership

Abbreviated Legal Description:

Tax Parcel Account Number:

Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is executed this day of , 20__ ,
by and between **Prologis L.P.**, a Delaware limited partnership ("Grantor"), with an address at
3353 Gateway Boulevard, Fremont, CA 94538, attn.: Vice President – Development Manager,
and **Port of Seattle**, a Washington municipal corporation ("Grantee"), with an address at 2711
Alaskan Way, P.O. Box 1209, Seattle, WA 98111:

1. Grantor owns or controls the real property in the City of Seattle, County of King, ,
State of Washington as described on **Attachment "A"** (the "Premises").
2. Grantor and Grantee have entered into the **Prologis Stormwater Treatment Vault
Easement Agreement**, dated , 20__ (the " Agreement") in which,
subject to terms set forth therein, Grantor grants Grantee a permanent, non-exclusive
easement for stormwater treatment vault and/or other structure(s) and connections to
the Grantor's stormwater sewer systems over, under, across and through the Premises
(the "Easement") for the benefit of Grantee and Grantee's employees, contractors,
agents and invitees and Grantee's property described in Attachment "B" to the
Agreement.

3. This Memorandum of Easement is solely for the purpose of giving constructive notice of the Agreement and Easement. In the event of conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement control.

[Signatures and Notarial Acknowledgments on Following Pages]

Attachment A

**[Insert Legal Description for Easement Area of Prologis Stormwater Treatment Vault Easement]
[Follow Legal Description page with depiction of Premises/Easement Area]**

Attachment A
Prologis Stormwater Treatment Vault Easement
Assessor's Parcel No. 7666207536

A stormwater treatment vault easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of Assessor's Parcel No. 7666207536, more particularly described as follows:

A strip of land 25.00 feet in width, the sidelines of said strip being 12.50 feet on each side of the following described centerline:

Commencing at the intersection of Diagonal Avenue South and Colorado Avenue South;
Thence North $01^{\circ}08'20''$ East, along the centerline of said Colorado Avenue South, a distance of 476.66 feet to a nail set in a concrete block, in a case, at the center of the cul de sac of said Colorado Avenue South;
Thence North $72^{\circ}41'39''$ West, a distance of 55.00 feet to the Westerly margin of said Colorado Avenue South, and the Point of Beginning;
Thence North $89^{\circ}32'22''$ West, a distance of 19.47 feet to the terminus of said centerline, the sidelines of said strips to be lengthened or shortened to intersect at all angle points and to terminate on a line perpendicular to said centerline at said beginning and said westerly Right of Way margin of Colorado Avenue South.

Containing 501 square feet, more or less.

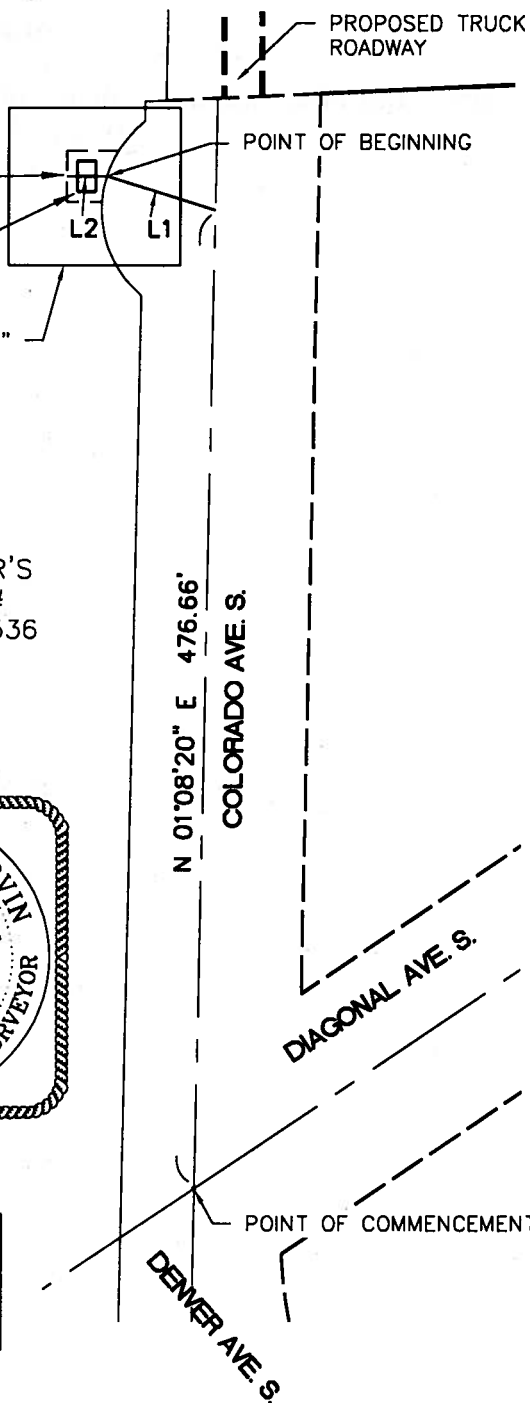


BLOCK 355 OF SEATTLE TIDELANDS
KING COUNTY, WASHINGTON



1"=100'

EASEMENT
BOUNDARY



PROPOSED TRUCK
ROADWAY

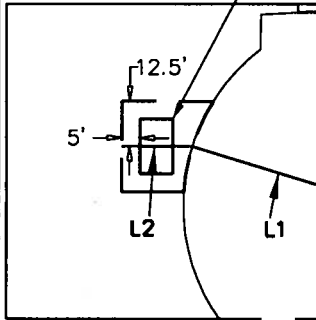
POINT OF BEGINNING

L2 L1

SEE DETAIL "A"

9'x15' STORMWATER
TREATMENT VAULT

ASSESSOR'S
PARCEL #
7666207536



DETAIL "A"
SCALE 1"=50'



N 01°08'20" E 476.66'
COLORADO AVE. S.

DIAGONAL AVE. S.

POINT OF COMMENCEMENT

DENVER AVE. S.

LINE TABLE		
LINE	LENGTH	BEARING
L1	55.00	N72°41'39"W
L2	19.47	N89°52'22"W



ARGO YARD
PROLOGIS STORMWATER TREATMENT
VAULT EASEMENT

EASEMENT ATTACHMENT "A"

DATE

OCT 30, 2013

SHEET NO.

2 OF 2

Attachment B

[Insert Legal Description of Terminal 18 – Benefitted Property for Prologis Stormwater Treatment Vault Easement]

Attachment B
Prologis Stormwater Treatment Vault Easement
Benefitted Property

TERMINAL 18

Those portions of Blocks 393, 394, 395, 396, 398, 399, 400, 401 and 402, Seattle Tide Lands, portions of Block A, Frink's Waterfront Addition, together with portions of vacated streets and alleys, as shown on Record of Survey filed under recording number 9804079015, records of King County, Washington, located in the NW 1/4, Section 18, Township 24 North, Range 4 East, W.M., SW 1/4 Section 7, Township 24 North, Range 4 East, W.M., NW 1/4, Section 7, Township 24 North, Range 4 East, W.M. King County, Washington, described as follows:

Beginning at the intersection on the north margin of Southwest Spokane Street with the westerly margin of 10th Avenue Southwest; thence South 88°51'34" East along said north margin of SW Spokane Street a distance of 51.65 feet to the centerline of 10th Avenue Southwest; thence North 15°38'26" East along said centerline a distance of 30.89 feet; thence North 74°21'34" West a distance of 170.34 feet to the True Point of Beginning; thence North 00°21'44" East a distance of 114.84 feet; thence North 15°30'12" East a distance of 193.62 feet; thence South 88°40'55" East a distance of 125.95 feet; thence South 74°21'34" East a distance of 77.90 feet; thence North 15°39'07" East a distance of 253.36 feet; thence North 01°11'42" East a distance of 87.23 feet; thence South 88°55'17" East a distance of 61.42 feet to the easterly face of the bullrail located along the East Waterway; thence North 01°09'09" East along said bullrail a distance of 6142.85 feet to the northeasterly bullrail corner; thence North 88°33'07" West along the northerly face of the bullrail a distance of 99.56 feet to the beginning of a fence; thence along said fence the following courses: South 00°56'46" West a distance of 121.49 feet to the beginning of a non-tangent curve having a radius of 110.00 feet and whose center bears South 10°06'41" West; thence southwesterly along said curve a distance of 77.69 feet through a central angle of 40°27'54"; thence South 59°38'47" West a distance of 676.69 feet to a point on the north line of lease boundary that intersects with the projected line of the East face of the proposed barrier wall; thence South 01°01'16" West along the projected line of the proposed barrier wall a distance of 3.46 feet to the east face of the proposed barrier wall; thence continuing along the east face of the proposed barrier wall South 01°01'16" West a distance of 208.99 feet to the beginning of a curve to the right having a radius of 400.00 feet; thence along said curve a distance of 177.25 through a central angle of 25° 23' 23"; thence South 26°24'39" West a distance of 212.10 feet to the beginning if a curve to the right having a radius of 300.00 feet; thence along said curve a distance of 86.64 feet through a central angle of 16°32'49"; thence South 42°57'28" West a distance of 205.44 feet; thence North 88°54'35" West a distance of 45.44 feet to the end of the Easterly face of the barrier wall; thence South 01°05'23" West a distance of 695.24 feet; thence South 88°47'09" West a distance of 49.91 feet thence; South 01°12'51" West a distance of 11.58 feet; thence South 77°10'47" East a distance of 6.34 feet; thence South 00°38'57" East a distance of 89.45 feet; thence South 20°20'25" West a distance of 61.54 feet; thence South 01°08'48" West a distance of 107.63 feet to the beginning of a non-tangent curve having a radius of 530.00 feet and whose center bears South 34°39'26" West; thence southeasterly along said curve a distance of 225.37 feet through a central

angle of 24°21'47"; thence South 58°46'57" West a distance of 48.15 feet to the beginning of a non-tangent curve having a radius of 423.42 feet and whose center bears South 63°44'01" West; thence southeasterly along said curve a distance of 202.58 feet through a central angle of 27°24'47"; thence South 01°08'48" West a distance of 1138.44 feet; thence North 88°51'12" West a distance of 4.99 feet; thence South 01°08'46" West a distance of 91.79 feet to the beginning of a curve to the right having a radius of 130.00 feet; thence said curve a distance of 77.15 feet through a central angle of 34°00'03" to a point of compound curvature having a radius of 54.00 feet; thence along said compound curve a distance of 137.54 feet through a central angle of 145°56'14"; thence North 01°05'02" East a distance of 66.63 feet to a point on the southerly margin of said Block 398, said point being North 88°51'15" West a distance of 86.42 feet from the southeast corner of said Block 398; thence North 88°51'15" West along the southerly margin of said Block 398 a distance of 176.94 feet; thence South 01°08'48" West a distance of 113.83 feet; thence South 17°47'36" West a distance of 320.18 feet; thence South 56°35'07" West a distance of 166.87 feet to the beginning of a curve to the right having a radius of 65.00 feet; thence along said curve a distance of 141.30 feet through a central angle of 124°33'18"; thence North 01°08'25" East a distance of 361.73 feet; thence North 88°51'15" West a distance of 35.35 feet to the northeast corner of said Block 402; thence continuing North 88°51'15" West along the northerly margin of said Block 402 a distance of 401.81 feet; thence South 45°45'37" West a distance of 178.84 feet; thence South 01°07'58" West a distance of 1715.24 feet to the beginning of a curve to the left having a radius of 495.00 feet; thence along said curve a distance of 356.05 feet through a central angle of 41°12'46"; thence South 40°04'47" East a distance of 368.65 feet to the beginning of a curve to the left having a radius of 42.00 feet; thence along said curve a distance of 35.91 feet through a central angle of 48°58'54"; thence South 89°03'41" East a distance of 145.84 feet to the beginning of a curve to the left having a radius of 8.00 feet; thence along said curve a distance of 12.57 feet through a central angle of 90°00'00" to a point of reverse curvature having a radius of 24.00 feet; thence along said curve a distance of 37.70 feet through a central angle of 90°00'00"; thence South 89°03'41" East a distance of 87.82 feet to the beginning of a curve to the left having a radius of 247.00 feet; thence along said curve a distance of 55.32 feet through a central angle of 12°49'55"; thence North 78° 06' 24" East a distance of 105.86 feet to the beginning of a curve to the right having a radius of 623.00 feet; thence along said curve a distance of 154.38 feet through a central angle of 14°11'51"; thence South 87°41'45" East a distance of 314.88 feet; thence South 01°08'48" West a distance of 283.54 feet; thence South 88°51'12" East a distance of 34.58 feet to the beginning of a non-tangent curve having a radius of 273.00 feet and whose center bears North 79°39'54" East; thence southeasterly along said curve a distance of 102.09 feet through a central angle of 21°25'35"; thence South 31°45'41" East a distance of 142.25 feet; thence South 88°51'44" East a distance of 160.62 feet; thence South 84°23'36" East a distance of 70.66 feet to the southwesterly corner of said Block 393; thence South 88°51'34" East along the southerly margin of said Block 393 a distance of 60.32 feet; thence North 00°21'44" East a distance of 72.56 feet to the True Point of Beginning.

EXHIBIT 9a

EXCLUSIVE ROADWAY PERMIT AREA

SOUTH DAKOTA STREET & EAST MARGINAL WAY

Attachment A
Exclusive Roadway Permit Area
South Dakota Street and East Marginal Way

An exclusive roadway easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of the Right of Way of South Dakota Street and a portion of the Right of Way of East Marginal Way, said exclusive roadway easement being more particularly described as follows:

Commencing at a concrete filled pipe with lead and tack at the intersection of South Dakota Street and East Marginal Way;

Thence North 01°08'55" East, along the centerline of said East Marginal Way, a distance of 393.30 feet;

Thence South 88°51'05" East a distance of 111.39 feet to an angle point in the Right of Way margin of said East Marginal Way and the most northerly point of Assessor's Parcel No. 7666207545, said point being the Point of Beginning;

Thence South 39°53'29" East, along the northeasterly boundary of said parcel and southwesterly Right of Way margin of said East Marginal Way, a distance of 87.67 feet to an angle point in said Right of Way margin;

Thence North 14°51'59" West, along said Right of Way margin, a distance of 1.06 feet to the beginning of a nontangent 121.50 foot radius curve to the left, the radius point of which bears South 68°07'13" West and a point hereinafter described as Point "A";

Thence northwesterly along said curve, through a central angle of 20°32'25" and an arc distance of 43.56 feet;

Thence North 45°50'29" West a distance of 14.50 feet to the beginning of a nontangent 19,610.30 foot radius curve to the right;

Thence northeasterly along said curve, through a central angle of 00°03'00" and an arc distance of 17.14 feet;

Thence North 46°38'26" West a distance of 13.78 feet;

Thence South 00°31'29" West a distance of 1.77 feet to the Point of Beginning.

TOGETHER WITH:

Commencing at the hereinbefore described Point "A";

Thence South 14°51'59" East, along the boundary of Assessor's Parcel No. 7666207545, a distance of 288.47 feet to an angle point in the northerly Right of Way margin of South Dakota Street;

Thence North 88°49'33" West, along the northerly Right of Way margin of South Dakota Street, a distance of 32.63 feet to a point on a nontangent 249.25 foot radius curve to the left, the radius point of which bears North 72°45'42" East, said point being the Point of Beginning;

Thence southeasterly along said curve, through a central angle of 05°57'51" and an arc distance of 25.95 feet to a point on the Right of Way margin of said South Dakota Street, said point being on a nontangent 563.73 foot radius curve to the right, the radius point of which bears North 58°31'54" East;

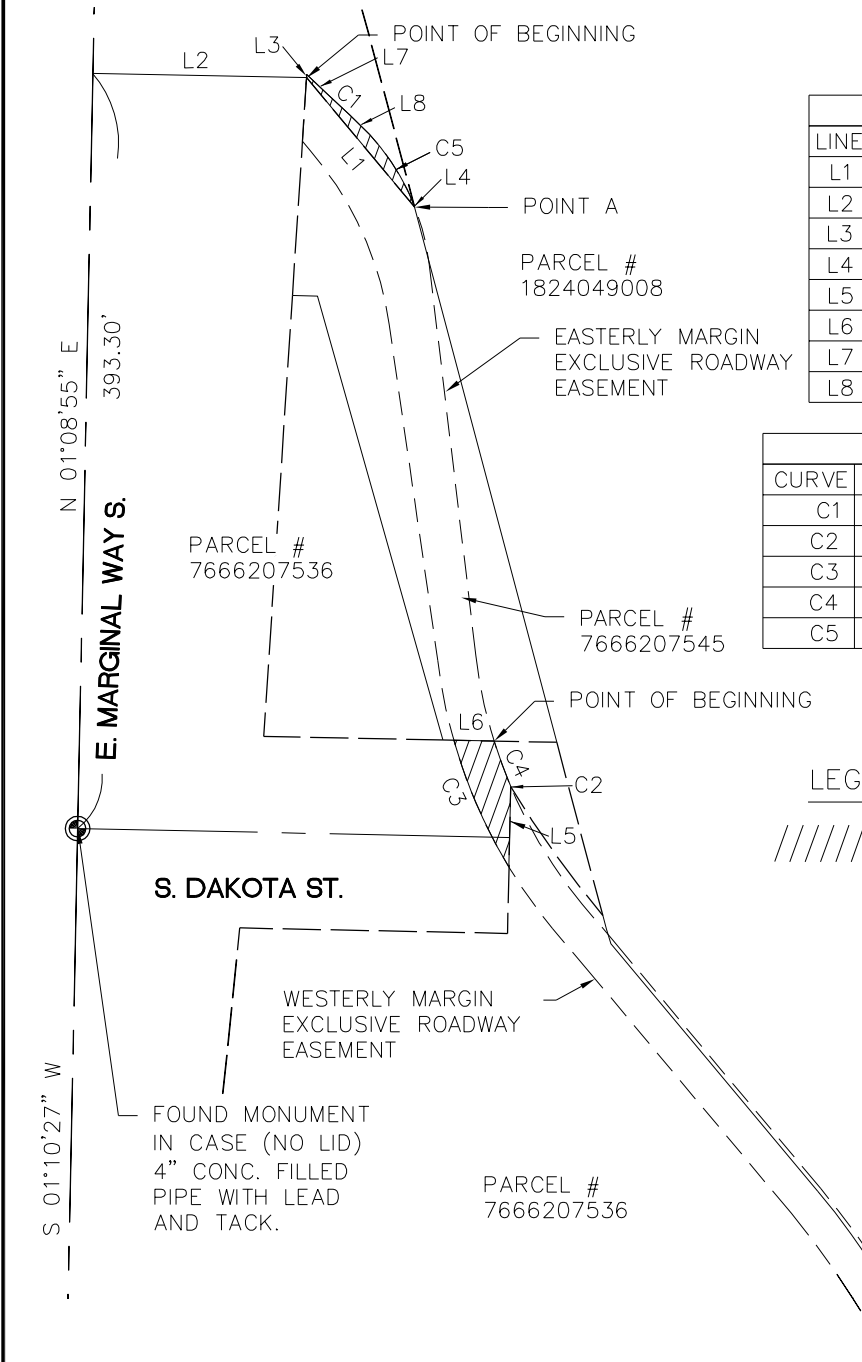
Thence northwesterly along said curve, through a central angle of 00°03'57" and an arc distance of 0.65 feet to an angle point in said Right of Way margin;

Thence South $01^{\circ}10'27''$ West a distance of 41.87 feet to a point on a nontangent 269.25 foot radius curve to the right, the radius point of which bears North $58^{\circ}47'29''$ East;
Thence northwesterly along said curve, through a central angle of $15^{\circ}22'53''$ and an arc distance of 72.28 feet to a point on the northerly Right of Way margin of said South Dakota Street;
Thence South $88^{\circ}49'33''$ East, along said northerly Right of Way margin, a distance of 20.99 feet to the Point of Beginning.

Having an area 1,362 square feet, more or less, within said Rights of Way of South Dakota Street and East Marginal Way.



PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON

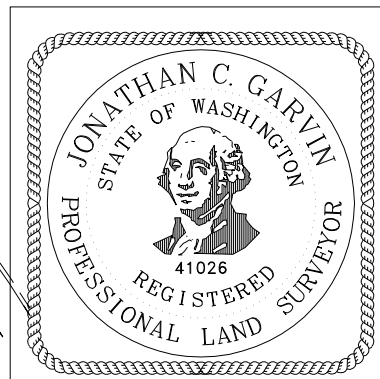


LINE TABLE		
LINE	LENGTH	BEARING
L1	87.67	N39°53'29"W
L2	111.39	S88°51'05"E
L3	1.77	S00°31'29"W
L4	1.06	N14°51'59"W
L5	41.87	N01°10'27"E
L6	20.99	N88°49'33"W
L7	13.78	N46°38'26"W
L8	14.50	N45°50'29"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	77.14	19610.30	00°03'00"
C2	0.65	563.73	0°03'57"
C3	72.28	269.25	15°22'53"
C4	25.95	249.25	5°57'51"
C5	43.56	121.50	20°32'25"

LEGEND

//////, EXCLUSIVE ROADWAY PERMIT AREA LOCATION



ARGO YARD TRUCK ROADWAY
EXCLUSIVE ROADWAY PERMIT AREA
E MARGINAL WAY AND S DAKOTA ST

DATE
FEBRUARY 12, 2014

SHEET NO.
3 OF 3

ATTACHMENT "A"

EXHIBIT 9b

UTILITY PERMIT AREA

SOUTH DAKOTA STREET & EAST MARGINAL WAY

Attachment A
Utility Permit Area
South Dakota Street and East Marginal Way

A utility easement in the Southeast Quarter of Section 18, Township 24 North, Range 4 East, Willamette Meridian, said easement being a portion of the Right of Way of South Dakota Street and a portion of the Right of Way of East Marginal Way, said utility easement being more particularly described as follows:

Commencing at a concrete filled pipe with lead and tack at the intersection of South Dakota Street and East Marginal Way;
Thence North 01°08'55" East, along the centerline of said East Marginal Way, a distance of 393.30 feet;
Thence South 88°51'05" East a distance of 111.39 feet to an angle point in the Right of Way margin of said East Marginal Way, said point being the most northerly point of Assessor's Parcel No. 7666207545;
Thence North 00°31'29" East, a distance of 1.77 feet to the Point of Beginning;
Thence North 00°05'23" East, a distance of 1.93 feet;
Thence North 00°56'07" East, a distance of 8.92 feet;
Thence South 46°38'51" East, a distance of 17.72 feet to the beginning of a nontangent curve to the right, having a radius of 3108.88 feet, the center of which bears South 43°10'00" West;
Thence southeasterly along said curve, through a central angle of 00°22'18" and an arc distance of 20.17 feet to a point hereinafter described as Point "A";
Thence South 40°44'14" West a distance of 8.00 feet to the beginning of a nontangent 19,610.30 foot radius curve to the right;
Thence northeasterly along said curve, through a central angle of 00°03'00" and an arc distance of 17.14 feet;
Thence North 46°38'26" West a distance of 13.78 feet to the Point of Beginning.

TOGETHER WITH that portion of the Right of Way of East Marginal Way described as follows:

Commencing at the hereinbefore described Point "A"

Thence South 46°03'13" East, a distance of 14.50 feet to the beginning of a nontangent curve to the right, having a radius of 129.50 feet, the center of which bears South 47°09'19" West, said point being the Point of Beginning;
Thence continuing southeasterly along said curve, through a central angle of 06°36'06" and an arc distance of 14.92 feet to a point on the easterly Right of Way margin of East Marginal Way;
Thence South 14°51'59" East, along said easterly Right of Way margin a distance of 32.37 feet to the beginning of a nontangent 121.50 foot radius curve to the left, the radius point of which bears South 68°07'13" West and a point hereinafter described as Point "B";
Thence northwesterly along said curve, through a central angle of 20°32'25" and an arc distance of 43.56 feet;
Thence North 40°44'14" East, a distance of 8.05 feet to the Point of Beginning.

TOGETHER WITH that portion of the Right of Way of South Dakota Street described as follows:

Commencing at the hereinbefore described Point "B";

Thence South $14^{\circ}51'59''$ East, along the boundary of Assessor's Parcel No. 7666207545, a distance of 289.54 feet to an angle point in the northerly Right of Way margin of South Dakota Street;

Thence North $88^{\circ}49'33''$ West, along said northerly Right of Way margin, a distance of 32.63 feet to a point on a nontangent 241.25 foot radius curve to the left, the radius point of which bears North $72^{\circ}07'41''$ East, said point being the Point of Beginning;

Thence southeasterly along said curve, through a central angle of $21^{\circ}41'52''$ and an arc distance of 91.36 feet;

Thence South $88^{\circ}51'05''$ East a distance of 3.63 feet to a point on the Right of Way margin of said South Dakota Street;

Thence South $14^{\circ}54'18''$ East along said Right of Way margin, a distance of 8.54 feet to the beginning of a nontangent 563.73 foot radius curve to the right, the radius point of which bears North $50^{\circ}12'30''$ East;

Thence northwesterly along said curve, through a central angle of $08^{\circ}19'23''$ and an arc distance of 81.89 feet to a point on the Right of Way margin of said South Dakota Street, said point being the beginning of a nontangent 249.25 foot radius curve to the right, the radius point of which bears North $66^{\circ}47'51''$ East;

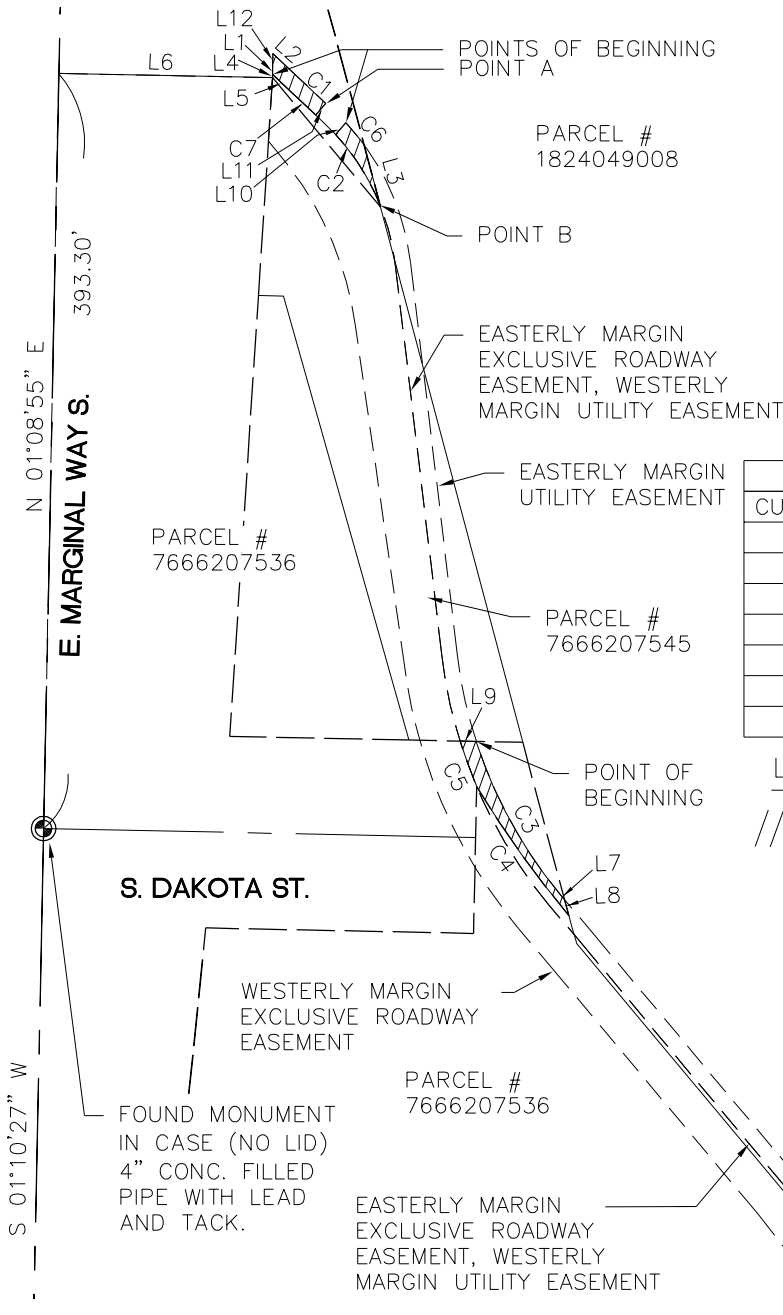
Thence northwesterly along said curve, through a central angle of $05^{\circ}57'51''$ and an arc distance of 25.95 feet to a point on the northerly Right of Way margin of said South Dakota Street;

Thence South $88^{\circ}49'33''$ East, along said northerly Right of Way margin, a distance of 8.45 feet to the Point of Beginning.

Having an area of 1041 square feet, more or less, within said Rights of Way of South Dakota Street and East Marginal Way.



PORTION OF GOVERNMENT LOT 2 OF SECTION 18,
TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M.,
KING COUNTY, WASHINGTON

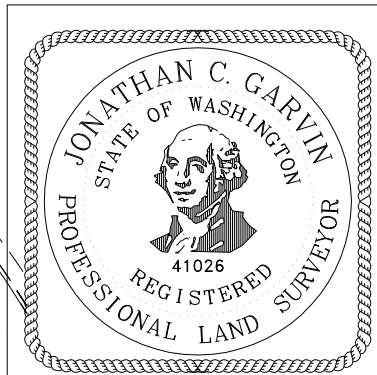


LINE TABLE		
LINE	LENGTH	BEARING
L1	1.93	N00°05'23"E
L2	17.72	S46°38'51"E
L3	32.37	S14°51'59"E
L4	1.77	N00°31'29"E
L5	13.78	N46°38'26"W
L6	111.39	S88°51'05"E
L7	3.63	S88°51'05"E
L8	8.54	S14°54'18"E
L9	8.45	S88°49'33"E
L10	8.05	N40°44'14"E
L11	8.00	S40°44'14"W
L12	8.92	N00°56'07"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	20.17	3108.88	0°22'18"
C2	43.56	121.50	20°32'25"
C3	91.36	241.25	21°41'52"
C4	81.89	563.73	8°19'23"
C5	25.95	249.25	5°57'51"
C6	14.92	129.50	6°36'06"
C7	17.14	19610.30	0°03'00"

LEGEND

////// UTILITY PERMIT AREA LOCATION



ARGO YARD TRUCK ROADWAY
UTILITY PERMIT AREA
E MARGINAL WAY AND S DAKOTA ST

DATE
FEBRUARY 12, 2014

ATTACHMENT "A"

SHEET NO.
3 OF 3