

Exhibit A

Easement Document

Document Title: Permanent Limited Sign and Electric Power Utility and Communications Conduit Easement and Temporary Construction Easement

Grantor: Port of Seattle, a Washington Corporation

Grantee: City of Seattle, a Washington Municipal Corporation

Abbreviated legal description: Ptn Lots 16-20, Ptn Lots 12-15, Ptn Lots 16-17, Block 426, Seattle Tide Lands

Additional legal description is on Pages 8, 9 and 10 of document

Assessor's Tax Parcel Number(s) 766670-5022, 766670-5045, 766670-5020, 766670-5040

CITY OF SEATTLE

PERMANENT LIMITED SIGN AND ELECTRIC POWER UTILITY AND COMMUNICATIONS CONDUIT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the public good, mutual benefits to the parties and other valuable consideration, the PORT OF SEATTLE, a Washington corporation ("Grantor" herein) hereby conveys and warrants to the CITY OF SEATTLE, a Washington municipal corporation of the State of Washington ("Grantee" herein) for the purposes hereinafter set forth, a permanent limited sign, electric power utility and communications conduit easement and temporary construction easement over, under, along, across and throughout the following described real property ("Property" herein) in King County, Washington.

LEGAL DESCRIPTION OF THE FOUR TAX PARCELS IS ATTACHED AS EXHIBIT A WHICH BY REFERENCE IS MADE A PART OF THIS PERMANENT LIMITED SIGN AND ELECTRIC POWER UTILITY AND COMMUNICATIONS CONDUIT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT.

Except as may be otherwise set forth in this easement, Grantee's rights to a permanent limited easement shall be exercised upon that portion of the Property ("Easement Area") described on Exhibit "A" hereby attached and incorporated herein:

- 1. Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, modify, improve, remove, and use the Easement Areas for use of the conduit for underground electrical transmission and communications lines and Dynamic Message Sign Pole and Base. The Grantee's right to utilize this electrical conduit is limited to electrical and communication uses only and is exclusive, except that the Grantor has such right to use this conduit, as is limited by the scope of the right, title, interest and claim which Grantor has to the conduit where the electrical and communications lines are located. The uses of the Easement Areas may include, but are not limited to:

Conduit Facilities. Underground conduit for electrical and communications lines leading from the Dynamic Message Sign to the existing electrical cabinet boxes located in the City of Seattle public right of way. For its use of the electrical power, the Grantee will use its own power source located outside of Easement Area.

Pole and Sign facilities. Poles, towers and other support structures with cross arms, braces, anchors, communications and electrical distribution lines, control cabinet and any and all other facilities or appurtenances necessary or convenient to any or all of the facilities described earlier in this Agreement.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require to operate the Dynamic Message Sign system, provided that these additional facilities remain within the permanent easement area.

- 2. Access.** Grantee shall have the right of access to the Permanent Limited Utility and the Dynamic Message Sign Easement areas over and across the Property to enable Grantee to exercise its rights hereunder, provided such access does not adversely affect the operation of the terminal, road or rail access to the terminal, the parking area, and the administrative building. The Grantee shall contact Grantor's lessee, Eagle Marine Services, at least 24 hours before the time it wishes to access the Dynamic Message Sign and work out a mutually agreeable time to access the area.
- 3. Easement Areas Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Areas. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Areas.
- 4. Grantor's Use of Easement Areas.** Grantor reserves the right to use the Easement Areas for any purpose not inconsistent with the rights granted to the Grantee, provided, however, Grantor shall not construct or maintain or permit the construction or maintenance of any buildings, structures or other objects on the Easement Areas and Grantor shall do no blasting or permit any blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.
- 5. Representations and Indemnifications.** Grantee shall at all times exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee shall protect, defend, indemnify and hold Grantor their officers, employees and agents harmless from and against any and all liability, claims, damages, losses, and expenses (including, but not limited to, attorneys' consultants' fees and other expenses of litigation and arbitration) arising out of, or connected with Grantee's activities under this Easement, other than those resulting from the sole or concurrent negligence of Grantor, its agents, contractors, subcontractors, and/or any third persons acting on or for Grantee's behalf at any time occupying or present on the Property. If a claim arises from the Grantor's and Grantee's concurrent negligence, or their respective agents, contractors, subcontractors, and/or any third persons acting on or for their behalf, the indemnification provided herein shall be valid and enforceable only to the extent of the Grantee's own negligence. Grantor shall give Grantee prompt notice of any claims of which it is aware. Grantee shall promptly assume responsibility for the claim or undertake the defense of any litigation on behalf of Grantor, which shall cooperate fully with Grantee in the defense of any claim. This indemnification shall survive the termination of this Agreement.
- 6. Abandonment.** The rights granted in this easement to the Grantee shall continue until such time as Grantee ceases to use the Easement Areas for a period of one (1) successive year, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Areas, shall revert to or otherwise become the property of Grantor.

7. **Standard of Care.** Grantee shall perform all construction activities associated with its completion of the Dynamic Messaging Sign in compliance with all federal, state, and local laws, including Environmental Laws. Grantee shall exercise reasonable care in the performance of all its activities and shall 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. This includes coordinating construction activities with the Grantor and its tenant Eagle Marine Services to ensure that these activities do not adversely affect terminal operations, road or rail access to the terminal, the parking area, and the administrative building.

8. **Temporary Construction Easement.** In consideration of mutual benefits, the Grantee, its successor and assigns, shall have the right of access to the Temporary Easement areas over and across the Property to enable Grantee to exercise its rights hereunder, provided such access does not adversely affect the operation of the terminal, road or rail access to the terminal, the parking area, and the administrative building during normal business hours, unless mutually agreed upon in advance by Grantor and Grantor's lessee, Eagle Marine Services. Normal business hours are Monday through Saturday, 8:00 a.m. to 4:30 p.m..The Grantee, its successor and assigns, shall contact Grantor and Grantor's lessee, Eagle Marine Services, at least 24 hours before the time it wishes to access the Temporary Construction Easement and work out a mutually agreeable time to access the area.

LEGAL DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT IS ATTACHED AS **EXHIBIT A** WHICH BY REFERENCE IS MADE A PART OF THIS PERMANENT LIMITED SIGN AND ELECTRIC POWER UTILITY AND COMMUNICATIONS CONDUIT EASEMENT.

The Grantee, its successor and assigns, in accordance with conditions described above and in coordination with Grantor or proceeding of law, shall have the right to enter upon above described land for the purpose of:

- Construction Easement as needed for temporary access and staging for Dynamic Message Sign and conduit construction. Construction of the Dynamic Message Sign and all appurtenances including the underground foundation and base, the pole, the message sign, controller cabinet and associated conduit for electrical power and communications lines from the existing cabinet boxes to the pole and sign.
- The Grantee and its contractors shall have the right of access to the Temporary Construction Easement area over and across the Property to enable Grantee to construct the Dynamic Message Sign with 24 hours prior notice, and in coordination with Grantor.
- Restoration of the surface of the area and any private improvements disturbed by or destroyed during execution of the work (as nearly as practical to the conditions that they were in immediately before the commencement of work).

9. **Dynamic Message Sign Easement.** In consideration of mutual benefit, the Grantor does hereby convey a limited permanent Dynamic Message Sign Easement area as follows:

LEGAL DESCRIPTION OF THE DYNAMIC MESSAGE SIGN EASEMENT IS ATTACHED AS **EXHIBIT A** WHICH BY REFERENCE IS MADE A PART OF THIS PERMANENT LIMITED SIGN AND ELECTRIC POWER UTILITY AND COMMUNICATIONS CONDUIT EASEMENT.

10. **Conveyance.** The Grantor also covenants to and with the Grantee that the Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that

same is free and clear of encumbrances, except as above indicated with respect to the conduit where the electrical boxes are located. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns during the term of the permanent limited easement and the temporary construction easement.

11. Liens and Encumbrances. Grantee shall, at its sole cost, keep both the Permanent and Temporary Construction Easements free and clear of any liens or other encumbrances arising out of Grantee's activities under this Easement.

Dated this ____ day of _____, 2009.

GRANTOR:
Port of Seattle, a Washington Corporation

By: _____

TAY YOSHITANI
Its: Chief Executive Officer

GRANTEE:
CITY OF SEATTLE

By: _____

GRACE CRUNICAN
Its: Director of Transportation

Dated: _____, 2009

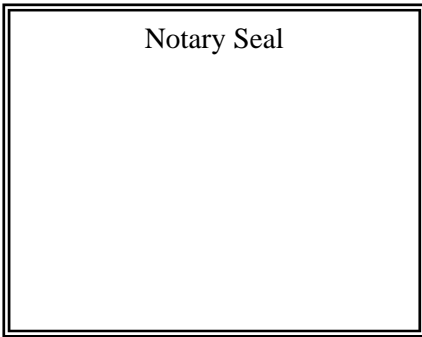
STATE OF WASHINGTON)

: §

COUNTY OF KING)

On this ____ day of _____, 2009, before me personally appeared Tay Yoshitani, to me known to be the Chief Executive Officer of the Port of Seattle, a Washington Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Notary (print name) _____

Notary Public in and for the State of Washington,

residing at _____

My Appointment expires _____

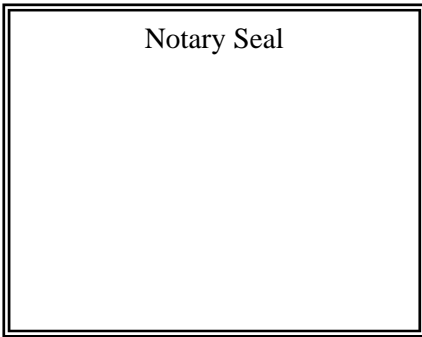
STATE OF WASHINGTON)

: §

COUNTY OF KING)

On this ____ day of _____, 2009, before me personally appeared GRACE CRUNICAN, to me known to be the Director of Transportation of the City of Seattle, a Washington Municipal Corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Notary (print name) _____

Notary Public in and for the State of Washington,

residing at _____

My Appointment expires _____

Electric Power Utility & Communication Conduit Easement, and Dynamic Sign Easement for City of Seattle ITS program, Dynamic Message Signs

EXHIBIT "A" EASEMENTS

King County Assessor No: 766670-5020, 766670-5022, 766620-5045, 766620-5040

Property Owner / Grantor: Port of Seattle

Grantee: City of Seattle

Grantor's Existing Parcels:

According to Pacific Northwest Title Company Title Orders No. 693928, 693931, 693029 & 693930, dated 3/27/2009, 3/27/2009, 4/1/2009 and 4/1/2009 respectively.

Lots 12 through 15, inclusive, Block 426, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands in Olympia, Washington;

EXCEPT the west 305.3 feet thereof;

AND EXCEPT that portion condemned in King County Superior Court Cause Number 142193 for widening of West Spokane Street, as provided by Ordinance Numbers 39638 and 41575 of the City of Seattle;

(Tax Parcel 766670-5020).

ALSO Lots 16 through 20, inclusive, in said Block 426;

EXCEPT the west 5.3 feet thereof;

AND EXCEPT those portions of said Lots 16 and 17 lying east of a line at right angles to the south line of Lot 16 and located 150 feet west of the most easterly point of Lot 15 of said Block 426;

AND EXCEPT the northeasterly 30 feet of said Lots 17 through 20;

(Tax Parcel 766670-5045);

ALSO the east 300 feet of the west 305.3 feet of Lots 12 through 15, inclusive, in said Block 426;

EXCEPT that portion condemned in King County Superior Court Cause Number 142193 for widening of West Spokane Street, as provided by Ordinance Numbers 39638 and 41575 of the City of Seattle;

(Tax Parcel 766670-5022);

ALSO Lots 16 and 17, in said Block 426;

EXCEPT those portions lying west of a line at right angles to the south line of said Lot 16 and located 150 feet west of the most easterly point of Lot 15 of said Block 426;

AND EXCEPT the northeasterly 30 feet of said Lot 17.

(ALSO KNOWN as a portion of Lot B, City of Seattle Lot Boundary Adjustment Number 8602879, recorded under Recording Number 8608280448.)

(Tax Parcel 766670-5040);

Electric Power Utility and Communication Conduit Easement Area Acquired by Grantee:

Those portions of Lots 14, 15 and 16, Block 426, Seattle Tide Lands, as shown on the official maps on file in the office of the Commissioner of Public Lands in Olympia, Washington, lying within a strip of land 10 feet wide, lying 5 feet on each side of the following described CENTERLINE:

Commencing at the most easterly corner of said Lot 16, being the intersection of the southerly line of West Marginal Way Southwest with the westerly line of Chelan Avenue Southwest;
Thence S55°56'53"W along the southeasterly line of said Lot 16, the same being the westerly line of Chelan Avenue Southwest, a distance of 5.93 feet to a point on a line parallel with and distant 5 feet southwesterly measured at right angles from the northerly line of said Lot, said northerly line being also the southerly line of West Marginal Way Southwest, said point being the True Point of Beginning of the herein described CENTERLINE;
Thence N66°37'42"W along said parallel line a distance of 81.32 feet to the beginning of a curve to the left having a radius of 35 feet;
Thence Northwesterly and Southwesterly along said curve through a central angle of 42°14'36", an arc length of 25.80 feet;
Thence S71°07'42"W a distance of 362.50 feet to the beginning of a curve to the right having a radius of 617.50 feet;
Thence Southwesterly and Westerly along said curve through a central angle of 19°51'48", an arc length of 214.08 feet;
Thence N89°00'30"W a distance of 90.23 feet;
Thence N20°28'18"W a distance of 14.42 feet;
Thence N54°41'57"W a distance of 12.38 feet;
Thence N17°28'56"E a distance of 55.07 feet to the south line of the north 38.00 feet of said Lot 15 at a point distant 54.30 feet Easterly of the West line of said Lot 15 as measured at right angles therefrom, said point being the TERMINUS of the herein described CENTERLINE, said strip being bounded on the north at said Terminus by the said south line of the north 38 feet of Lot 15.

ALSO THAT portion of said Lot 16 described as follows:

Commencing at the most easterly corner thereof;

Thence S55°56'53"W along the southeasterly line thereof a distance of 11.87 feet to a point on a line parallel with and distant 10 feet southwesterly measured at right angles from the northerly line of said Lot 16, said point being the True Point of Beginning;
Thence continue S55°56'53"W along the southeasterly line of said Lot 16 a distance of 8.13 feet
Thence at right angles N34°03'07"W a distance of 12.73 feet to a line parallel with and distant 10 feet southwesterly measured at right angles from the northerly line of said Lot 16;
Thence S66°37'42"E along said parallel line a distance of 15.11 feet to the True Point of Beginning.

All containing 8608 square feet, more or less.

Dynamic Message Sign Easement Area Acquired by Grantee:

That portion of Lots 14 and 15 in Block 426, Map of Seattle Tide Lands, King County, Washington, according to the official maps thereof on file in the office of the Commissioner of Public Lands in Olympia, Washington, described as follows:

The north 8 feet of the east 10 feet of the west 64.3 feet of said Lot 14;
AND the south 11 feet of the east 10 feet of the west 64.3 feet of said Lot 15;
AND the north 11 feet of the south 22 feet of the east 22.5 feet of the west 76.8 feet of said Lot 15.

Containing 438 square feet, more or less.

Temporary Construction Easement Area Acquired by Grantee:

That portion of Lots 14, 15 and 16 in Block 426, Map of Seattle Tide Lands, King County, Washington, according to the official maps thereof on file in the office of the Commissioner of Public Lands in Olympia, Washington, described as follows:

The north 38 feet of the east 165 feet of the west 170.3 feet of said Lot 14;
AND THE east 165 feet of the west 170.3 feet of said Lot 15;
AND THE south 17 feet of the east 165 feet of the west 170.3 feet of said Lot 16.

Containing 18,975 square feet, more or less.

Exhibit B – Dynamic Message Sign Location

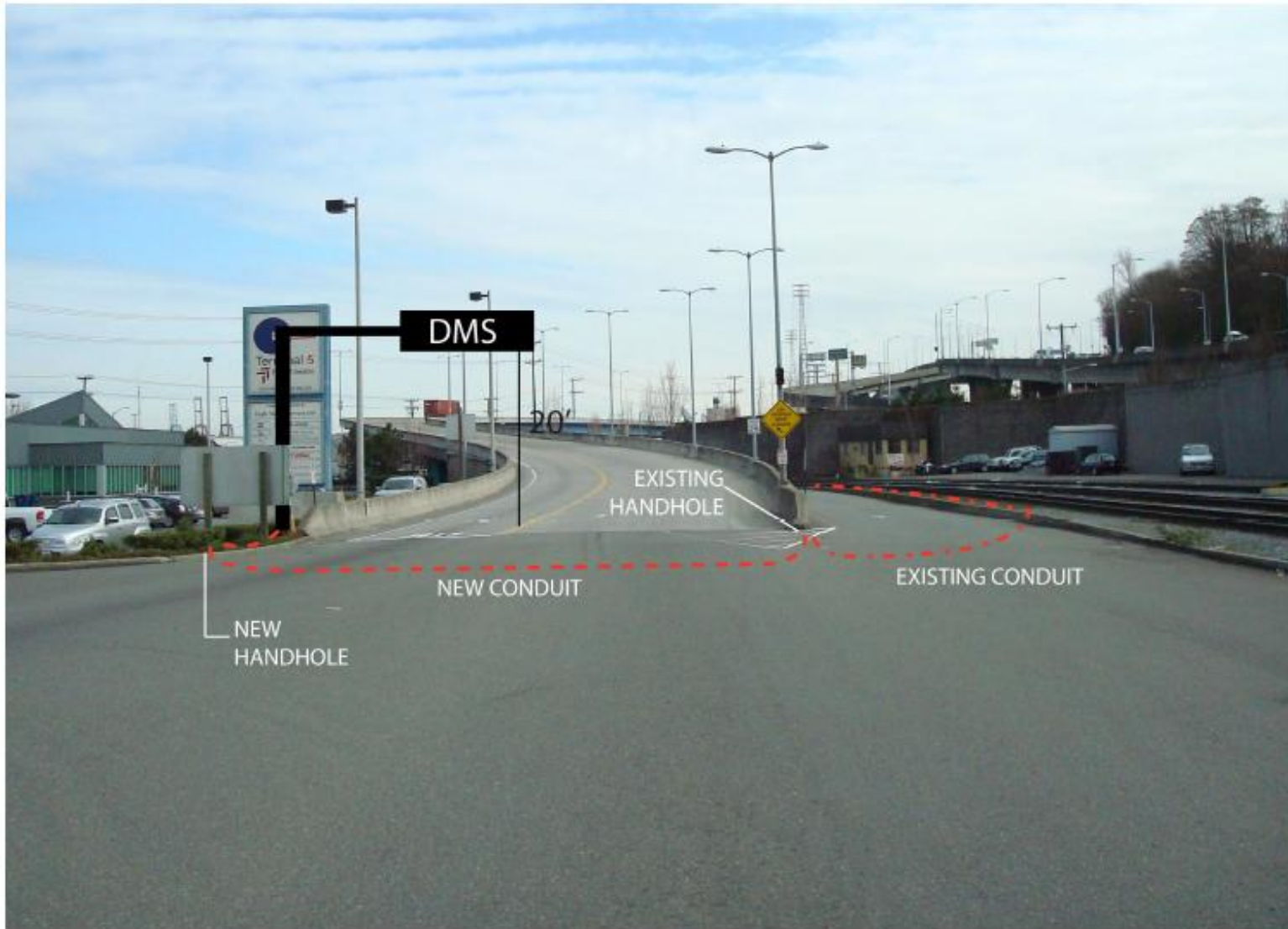


Exhibit C – Proposed Easements

