

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

PUBLIC ACCESS EASEMENT AGREEMENT

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

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

RECITALS

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

EASEMENT

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

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

This Easement Agreement shall include only such rights in the Access Easement Areas as shall be necessary for the surface rights for general public access, including vehicles of the general public and vehicles and equipment of Grantee for purposes including access to various utility and other easement areas of Grantee located on Harbor Island ("Purposes"). Grantor, its successors and assigns, shall have the right to use the Access Easement Areas in any way and for all purposes which do not unreasonably interfere with the easement rights for the Purposes herein granted to Grantee and which are consistent with the terms and conditions of this Easement Agreement. Grantor, at its sole cost and expense, shall maintain the Access Easement Areas at all times in a manner and standard consistent with the public roadways maintained by the City of Seattle on Harbor Island.

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

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

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

Grantor: Port of Seattle

By: _____

Name, title _____

Date _____, 2011

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as _____ **of Port of Seattle**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2011.

NAME _____

(Print name)

NOTARY PUBLIC in and for the State of Washington

Residing at Seattle

My appointment expires: _____, 20 _____

EXHIBIT A
LEGAL DESCRIPTION OF LOOP ROAD EASEMENT AREA

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

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

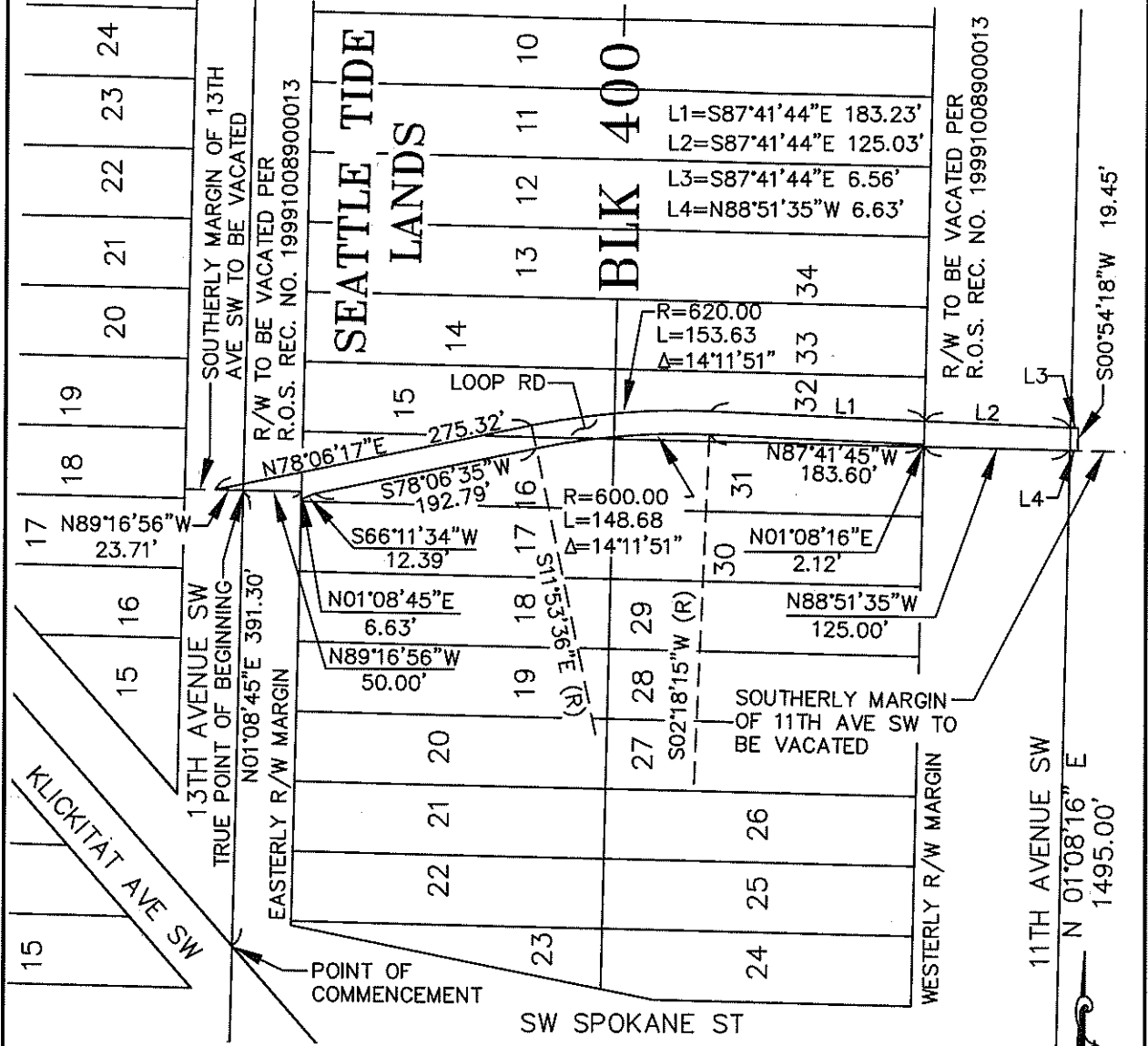
THENCE NORTH 89°16'56" WEST, ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 23.71 FEET;
THENCE NORTH 78°06'17" EAST, A DISTANCE OF 275.32 FEET TO AN INTERSECTION WITH A NON-TANGENT 620.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH WHICH CENTER BEARS SOUTH 11°53'36" EAST, 620.00 FEET DISTANT;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°11'51", A DISTANCE OF 153.63 FEET;
THENCE SOUTH 87°41'44" EAST, A DISTANCE OF 183.23 FEET TO THE WESTERLY RIGHT-OF-WAY MARGIN OF 11TH AVENUE SOUTHWEST TO BE VACATED;
THENCE CONTINUING SOUTH 87°41'44" EAST, A DISTANCE OF 125.03 FEET TO CENTERLINE OF SAID 11TH AVENUE SOUTHWEST TO BE VACATED; THENCE CONTINUING SOUTH 87°41'44" EAST, A DISTANCE OF 6.56 FEET;
THENCE SOUTH 00°54'18" WEST, A DISTANCE OF 19.45 FEET TO THE SOUTHERLY MARGIN OF SAID 11TH AVENUE SOUTHWEST TO BE VACATED AS DESCRIBED PER SAID RECORD OF SURVEY;
THENCE NORTH 88°51'35" WEST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 6.63 FEET TO SAID CENTERLINE;
THENCE CONTINUING NORTH 88°51'35" WEST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 125.00 FEET TO THE WESTERLY RIGHT-OF-WAY MARGIN OF 11TH AVENUE SOUTHWEST;
THENCE NORTH 01°08'16" EAST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 2.12 FEET;
THENCE NORTH 87°41'45" WEST, A DISTANCE OF 183.60 FEET TO AN INTERSECTION WITH A NON-TANGENT 600.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH WHICH IT'S CENTER BEARS SOUTH 02°18'15" WEST, 600.00 FEET DISTANT;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°11'51", A DISTANCE OF 148.68 FEET;
THENCE SOUTH 78°06'35" WEST, A DISTANCE OF 192.79 FEET;

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

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



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



NOTE: ALL BEARINGS SHOWN HEREON ARE BASED UPON THE RECORD OF SURVEY, "RE-MONUMENTING A PORTION OF THE SEATTLE TIDELANDS, PORT OF SEATTLE, TERMINAL 18, SEATTLE, WASHINGTON", FILED UNDER KING COUNTY RECORDING NO. 20020326900003.

N.T.S.

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

EXHIBIT B
LEGAL DESCRIPTION OF TURNAROUND EASEMENT AREA

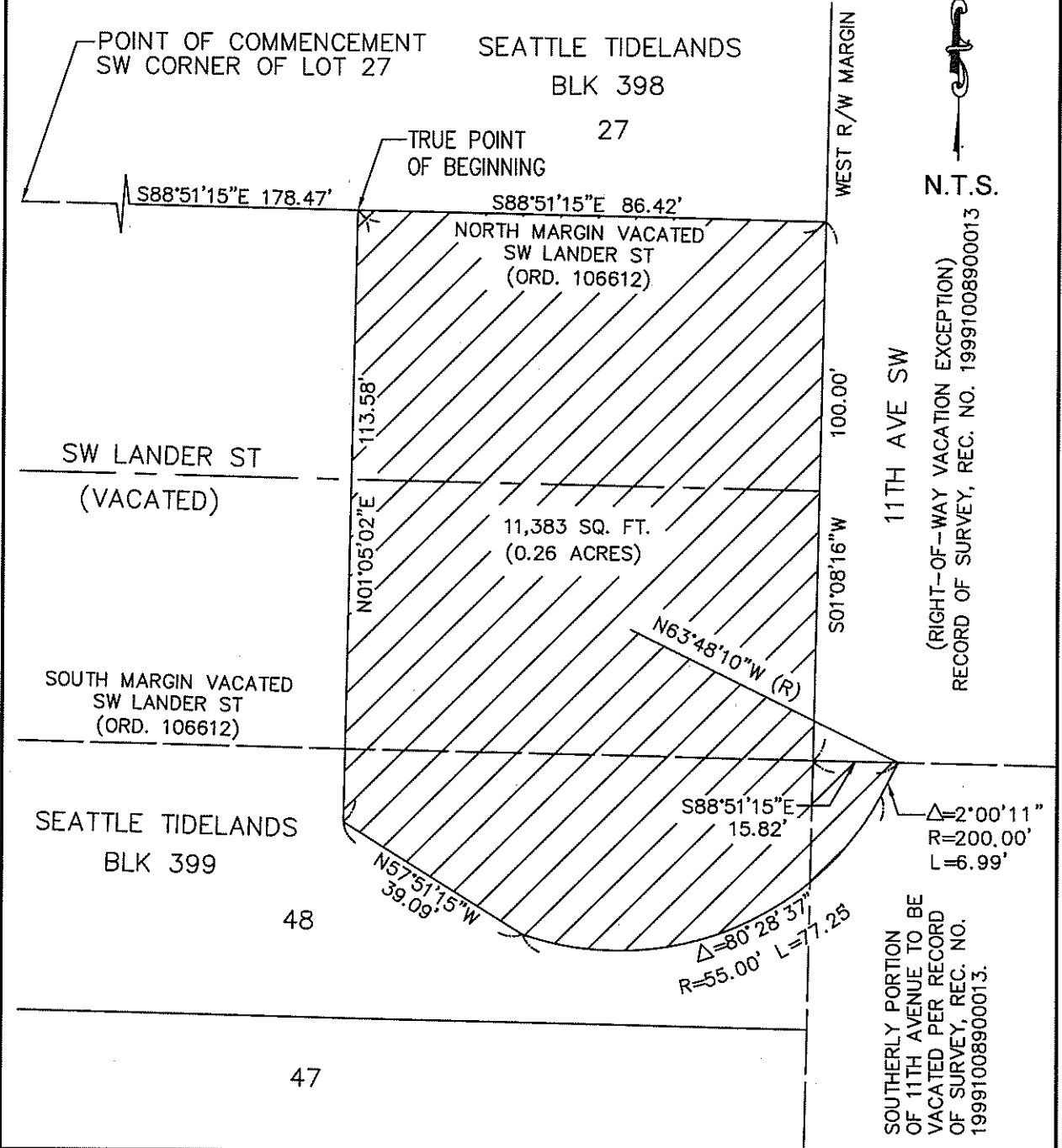
THOSE PORTIONS OF 11TH AVENUE SOUTHWEST TO BE VACATED, AS DESCRIBED IN RECORD OF SURVEY, "EXHIBIT MAP FOR HARBOR ISLAND PROJECT, TERMINAL 18, SEATTLE, WASHINGTON, FILED UNDER RECORDING NUMBER 19991008900013, RECORDS OF KING COUNTY, WASHINGTON, AND VACATED SOUTHWEST LANDER STREET LYING BETWEEN 11TH AVENUE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

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

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



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



(RIGHT-OF-WAY VACATION EXCEPTION)
RECORD OF SURVEY, REC. NO. 19991008900013

SOUTHERLY PORTION
OF 11TH AVENUE TO BE
VACATED PER RECORD
OF SURVEY, REC. NO.
19991008900013.

	<p>TURNAROUND EASEMENT AREA 11TH AVE SW AND SW LANDER ST</p>	<p>DATE JAN. 12, 2011</p>
	<p>EASEMENT EXHIBIT</p>	<p>SHEET NO. 1</p>