

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT ("**Agreement**") is effective as of the ____ day of _____, 2012 ("**Effective Date**") between **PORT OF SEATTLE** ("**Port**"), and **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**").

RECITALS

A. BNSF owns or controls certain real property located in the City of Seattle, in the County of King, State of Washington, including without limitation approximately 9.33 acres (406,414 square feet) in the area legally described and depicted on **Exhibit "A"** attached hereto, but not including any rail, track, or other improvements located thereon (the "**BNSF Property**").

B. Port owns certain real property located in the City of Seattle, in the County of King, State of Washington, including without limitation approximately 10.97 acres (477,853 square feet) in area legally described and depicted on **Exhibit "B"** attached hereto and including the sound wall (the "**Wall**") depicted on **Exhibit "B"**, but not including any rail, track, or other improvements located thereon (the "**Port Property**").

C. BNSF and Port are parties to that certain Indefinite Term Lease for Land (No. 500896) dated November 13, 1996 (the "**Port Lease**"), under which BNSF leased to Port the BNSF Property in addition to other property owned by BNSF for the purpose of constructing new rail track and related facilities, as further described in the Port Lease.

D. BNSF and Port are parties to that certain Memorandum of Agreement dated May 31, 1994 (the "**MOA**"). Pursuant to Section E and Exhibit I-4 of the MOA, BNSF and Port have certain obligations in connection with the exchange of the BNSF Property and the Port Property between the parties. Specifically, in exchange for BNSF's agreement to provide the property requested by Port, Port agreed to provide BNSF replacement property of sufficient space and condition to support existing rail operations and operating capacity at BNSF's Buckley Yard (the "**Exchange Obligations**").

E. Consistent with the MOA, Port desires to acquire the BNSF Property and all improvements thereon from BNSF and BNSF desires to acquire the Port Property from Port.

F. The BNSF Property and Port Property may be collectively referred to hereinafter as the "**Exchange Properties**" or individually as an "**Exchange Property**". The Exchange Properties are depicted on **Exhibit "S"** attached hereto. As used in this Agreement, "**Transferor**" refers to the party that currently owns and is conveying the respective Exchange Property, and "**Transferee**" refers to the party to which the respective Exchange Property will be conveyed.

AGREEMENTS

In consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Conveyance of the Exchange Properties.

A. Subject to the terms and conditions set forth in this Agreement, on the Closing Date (defined below): (i) BNSF agrees to convey the BNSF Property to Port, and (ii) Port agrees to convey the Port Property to BNSF, together with all right, title and interest of Port in and to those unvacated streets and alleys consisting of 0.57 acre abutting the Port Property (SW Florida Street, 26th Avenue SW, and the alley immediately east of 26th Avenue SW) (the "**Additional Port Property**"), subject to all easements affecting the Additional Port Property as of the Closing Date. The Additional Port Property is legally described on **Exhibit "C"** and depicted on **Exhibits "C-1"** and "**C-2"**, each attached hereto and incorporated by reference herein. BNSF and Port agree that no monetary consideration for the exchange of the Exchange Properties will be given by either party to the other party.

B. The Port Property will be conveyed by Port to BNSF by special warranty deed free and clear of all Encumbrances (as hereinafter defined) except the Permitted Encumbrances (as hereinafter defined).

C. The BNSF Property will be conveyed by BNSF to Port by quitclaim deed. Notwithstanding the foregoing or anything in this Agreement to the contrary, however, Port acknowledges and affirms that BNSF may not hold fee simple title to the BNSF Property and that BNSF's interest in all or part of the BNSF Property, if any, may rise only to the level of an easement for railroad purposes. Port is willing to accept BNSF's interest in the BNSF Property, if any, on this basis and expressly releases and further agrees to indemnify, defend and hold BNSF, its successors and assigns harmless from any suit or claim for damages, punitive or otherwise, expenses, attorneys' fees, or civil penalties that may be imposed on BNSF as the result of any person or entity claiming an interest in any portion of the BNSF Property or claiming that BNSF did not have the right to transfer all or part of the BNSF Property to Port. The provisions of this **Section 1(C)** shall be included in the BNSF Property Deed (as hereinafter defined).

D. BNSF and Port acknowledge and agree that BNSF has occupied the Port Property since 1995, and that during such period BNSF has or may have previously constructed or installed certain tracks, railroad facilities, and/or other improvements on the Port Property, and that all such improvements constructed by or for BNSF, and all other improvements on the Port Property as of the Closing Date, (collectively, the "**BNSF Improvements**") are now and shall remain the sole property of BNSF. BNSF and Port further acknowledge and agree that Port has occupied the BNSF Property since 1995, and that during such period, Port has or may have previously constructed or installed certain facilities and improvements on the BNSF Property, and that all such improvements constructed by or for Port, and all other improvements on the BNSF Property as of the Closing Date, (collectively, the "**Port Improvements**") are now and shall remain the sole property of Port. Except with respect to the Wall, BNSF and Port hereby further agree that no improvements are being transferred pursuant to the provisions of this Agreement.

Section 2. Associated Agreements.

A. The parties acknowledge and agree that on the Closing Date hereof, pursuant to the termination agreement attached hereto as **Exhibit "D"** (the "**Port Lease Termination Agreement**"), the Port Lease shall terminate for all purposes and the parties shall have no further obligations to each other or rights under or with regards to the Port Lease, except as set forth in the Port Lease Termination Agreement.

B. The parties acknowledge and agree that upon the Closing Date hereof, all the Exchange Obligations set forth in the MOA shall be considered satisfied in full, and the parties shall have no further obligations to each other or rights under or with regards to the Exchange Obligations in the MOA.

Section 3. Post-Closing Obligations.

A. Port, at no cost to BNSF, shall cooperate with BNSF and the City of Seattle ("**City**") to secure the vacation of the streets and alleys comprising the Additional Port Property so that the real property covered by such streets and alleys reverts to BNSF in fee simple. BNSF acknowledges that as a condition of City vacating said streets and alleys, City may require that BNSF grant easements for utilities currently existing and located in the unvacated streets and alleys, and BNSF agrees to negotiate in good faith with the City for the granting of easements for such currently existing utilities to the extent required by the City.

B. Within thirty (30) days after City vacates the Additional Port Property, BNSF shall grant Port a perpetual easement for the non-exclusive vehicular and pedestrian access over a portion of the vacated Florida Street containing 0.19 acre and described or depicted on **Exhibit "F"** attached hereto and incorporated herein by reference in the form attached hereto as **Exhibit "G"**, incorporated herein by reference ("**Port Roadway Easement**").

C. Within thirty (30) days after City vacates the Additional Port Property, Port will amend the BNSF Roadway Easement (defined in **Section 4(H)(3)** below) to include that portion of the vacated 26th Avenue SW, and the alley adjacent to the east thereof, containing 0.14 acre, described or depicted on **Exhibit "H"**.

- D. The provisions of this **Section 3** shall survive Closing (defined below).

Section 4. Title Insurance, Survey and Other Matters.

A. Each party has delivered to the other copies of all information (collectively, "**Existing Information**") regarding that party's Exchange Property that such party's Information Representative (as hereinafter defined) has actual knowledge of and that is in his or her possession or is subject to that Information Representative's reasonable direction or control, including, without limitation, (i) surveys, (ii) environmental studies, (iii) soil studies, (iv) contracts or other agreements pertaining to the maintenance, operation, or use of the Exchange Property (including, without limitation, any leases currently affecting the Exchange Property), and (v) all other records regarding the boundaries, description, and/or condition of the Exchange Property.

B. BNSF and Port acknowledge that both parties received an ALTA Owner's Commitment for Title Insurance for each of the Exchange Properties (each a "**Title Commitment**") issued by Chicago Title Insurance Company ("**Title Company**"), 701 5th Street, Suite 2300, Seattle, WA 98104, (206) 628-5666, (206) 528-5693 (*facsimile*), along with legible copies of all documents referred to in the Title Commitment, including but not limited to, plats, reservations, restrictions, and easements. BNSF and Port acknowledge that the Title Commitment for the Port Property shall also include coverage for the BNSF Roadway Easement (defined below) and that the Title Commitment for the BNSF Property shall also include coverage for the Port Roadway Easement (defined below). The parties have each approved the Title Commitments in the form as follows:

BNSF Property: No. 13012100, by Title Company.

Port Property: No. 1299886, by Title Company.

C. BNSF shall be responsible for obtaining any appraisals of the Port Property desired by BNSF, and Port shall be responsible for obtaining any appraisals of the BNSF Property desired by Port and shall also obtain an appraisal of the Port Property (collectively, the "**Property Appraisals**").

D. Port has obtained and delivered, or cause to be delivered, to BNSF surveys of the Port Property and the BNSF Property (collectively, the "**Property Surveys**") completed by Parametrix ("**Surveyor**") pursuant to current on-the-ground staked surveys.

The Property Surveys (i) have been certified to BNSF and Title Company, (ii) reflect the actual dimensions of and the total number of gross and net acres within the land described therein, (iii) identify any rights-of-way, easements, or other Encumbrances by applicable recording reference, (iv) show the location of all improvements, (v) have been conducted in accordance with the 2005 Minimum Detail Requirements and Standards for Land Title Surveys of the American Title Association and American Congress on Surveying and Mapping, and (vi) include the Surveyor's registered number and seal, the date of the survey, and a narrative certificate in form and substance reasonably acceptable to Port, BNSF, Title Company and Surveyor. The description of each Exchange Property prepared as a part of each Survey will be used in all of the documents set forth herein that require a description of such Exchange Property.

E. Notwithstanding the above, except as set forth in **Section 4(G)** below, in no event will any liens or other monetary Encumbrances affecting the Exchange Properties be Permitted Encumbrances.

F. Notwithstanding the foregoing or anything to the contrary contained herein:

1. if any portion of the BNSF Property is encumbered by liens of one or more mortgages of BNSF (or its predecessors), BNSF shall deliver to Port, at BNSF's sole cost and expense, good and sufficient releases of such liens that are applicable to the BNSF Property within one hundred eighty (180) days after the first meeting of BNSF's Board of Directors held after the Closing Date;

2. any judgment against BNSF that may appear of record as a lien against the BNSF Property shall be settled and satisfied by BNSF if and when it is judicially determined to be valid, and BNSF hereby indemnifies Port for any losses or costs arising out of BNSF's failure to have such a judgment lien so settled and satisfied; and

3. the releases, settlements or satisfaction by BNSF of such liens referred to in (1) or (2) above shall be deemed an acceptable cure of such items for purposes of this **Section 4**.

G. For purposes of this Agreement, "**Encumbrances**" shall be defined as all liens, claims, easements, rights-of-way, reservations, restrictions, encroachments, tenancies, leases and any other encumbrances of whatsoever nature affecting the Exchange Properties. "**Permitted Encumbrances**" shall be defined as all the Encumbrances appearing in the Title Commitments set forth in **Section 4(B)** above.

H. BNSF and Port acknowledge and agree that:

1. at Closing, BNSF will grant Port a perpetual non-exclusive easement containing 0.06 acre for vehicular and pedestrian access, as described or depicted on **Exhibit "I"** attached hereto and incorporated herein by reference in the form attached hereto as **Exhibit "I-1"** (the "**Road Easement**"), and such road and easement therefor shall be considered a Permitted Encumbrance;

2. at Closing, BNSF will grant Port a perpetual non-exclusive easement for the operation, maintenance, repair, replacement, and removal of Port-owned utilities currently located on the Port Property as described or depicted on **Exhibit "J"** attached hereto and incorporated herein by reference in the form attached hereto as **Exhibit "J-1"**, incorporated herein by reference (the "**Utility Easement**"), and such utilities and easement therefor shall be considered a Permitted Encumbrance; and

3. at Closing, Port will grant BNSF a perpetual non-exclusive easement, on property owned by Port but not part of the Port Property, for vehicular ingress and egress to other BNSF facilities over that certain roadway consisting of 2.73 acres described or depicted on **Exhibit "O"** attached hereto and incorporated herein by reference in the form attached hereto as **Exhibit "M"**, incorporated herein by reference (the "**BNSF Roadway Easement**").

I. In the event a city, county, or other governing authority where the Exchange Properties are located (a "**Governmental Authority**") has required a survey, plat, short plat, boundary line agreement, or any other required documentation relating to the size, description, area, and/or boundaries of the Exchange Properties in order to convey either or both of the Exchange Properties as contemplated herein (a "**Plat**"), each Transferor shall have obtained, at Transferor's sole cost and expense, such Plat and all required approvals of any applicable Governmental Authority for the property Transferor is exchanging, prior to and as a condition to Closing. The obligations of each Transferor hereunder are conditioned upon each Transferor's approval of any Plat approved by the required Governmental Authority. Each Transferor shall have provided any proposed Plat to each Transferee prior to submission to the Governmental Authority.

Section 5. Representations and Warranties. Each party represents and warrants to the other party as of the date of this Agreement and as of the Closing Date:

A. It has all necessary power and authority to enter into and consummate this transaction.

B. Except as disclosed to the Transferee in the studies or other materials delivered to the Transferee, to the Transferor's knowledge:

1. No actions, suits, proceedings, orders, inquiries, or investigations are pending or are threatened against, involving, or affecting the Exchange Property, at law or in equity, or before or by any federal, state, municipal, or other governmental department, court, commission, board, bureau, agency, or instrumentality, alleging the violation of any federal, state, or local law, statute, ordinance, rule, regulation, decree, order, and/or permit relating to Environmental Matters (defined below) or the release of any Hazardous Substances (defined below).

2. No actions, suits, or proceedings are pending, threatened or asserted against the Exchange Property or against Transferor in connection with the Exchange Property, before or by any federal, state, municipal, or other governmental department, court, commission, board, bureau, agency, or instrumentality.

3. No pending or threatened condemnation actions exist with respect to the Exchange Property.
4. Transferor has not received any notice that any ordinance, regulation, law, or statute of any governmental agency pertaining to the Exchange Property has been violated.
5. No permission, approval, or consent by third parties or governmental authorities is required for Transferor to consummate this transaction, other than the Port Commission approval described in **Section 8(B)(4)** below.

C. The term "knowledge" as used in this Agreement, including without limitation **Section 4** and this **Section 5**, refers to the actual, present knowledge of: (i) Dave Schneider, General Director - Land Revenue Management, for BNSF, and (ii) Mike Kriston for Port (each, the respective party's "**Information Representative**"), as of the Effective Date of this Agreement, without any duty of investigation or inquiry of any kind or nature whatsoever.

E. For purposes of **Section 5B(1)** above:

1. "**Environmental Law(s)**" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law.
2. "**Hazardous Substance(s)**" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.
3. "**Environmental Matters**" means matters relating to the generation, manufacture, use, storage, handling, transportation and/or disposal of Hazardous Substances, or conditions with respect to the atmosphere, soil, surface and ground waters, wetlands, stream sediments, vegetation, endangered species and stormwater runoff or discharge.

Section 6. Operations Pending Closing. BNSF acknowledges that it is and has been in possession of the Port Property since 1995. Port acknowledges that it is and has been in possession of the BNSF Property since 1995. Except as otherwise set forth in this Agreement, neither party has (a) entered into or agreed to enter into any lease, easement, license or other agreement concerning occupancy or use of any of the Port Property or BNSF Property; or (b) entered into, or consented in writing to, any easement, encumbrance, covenant, condition, restriction or right-of-way affecting Port Property or BNSF Property, without first having obtained the other party's prior written consent, which consent shall not have been unreasonably withheld, conditioned or delayed. Port and BNSF each have paid in full prior to the Closing Date for all labor, material and services required to be provided by such party or otherwise contracted for by or on behalf of such party.

Section 7. Conditions to Closing.

A. Transferee's obligation to proceed to Closing under this Agreement with respect to the Exchange Property it is acquiring is subject to the following conditions precedent:

1. As of the Closing Date, this Agreement is in full force and effect and Transferor has timely performed each of its covenants under this Agreement.
2. The representations and warranties of Transferor in this Agreement are true in all material respects as of the Closing Date.
3. As of the Closing Date, there shall have been no material adverse change in the condition of the Exchange Property being acquired by Transferee other than as contemplated in this Agreement.
4. Transferee is able to obtain at Closing the Property Owner Policy (defined below) for

the Exchange Property it is acquiring, subject only to the Permitted Encumbrances.

5. Each Transferor has obtained a Plat of the Exchange Property being acquired by each Transferee and otherwise complied with all requirements of any applicable Governmental Authority, as may be required for the conveyance of the Exchange Properties.

B. In the event any of the foregoing conditions are not satisfied on or before the Closing Date specified above, Transferee may request an extension of the Closing Date from Transferor until all of the foregoing conditions are satisfied.

Section 8. Closing.

A. The closing of the exchange contemplated by this Agreement ("**Closing**") shall occur on or before August 31, 2012 ("**Closing Date**"). Notwithstanding anything to the contrary, the obligations of each party to consummate this transaction shall be subject to the fulfillment on or before the Closing Date of all of the conditions contained within **Section 7**, any or all of which may be waived only by such party in writing, and the delivery of the following items:

B. At Closing, Port shall deliver to Title Company with respect to Port Property the following:

1. a special warranty deed ("**Port Property Deed**") in the form attached to this Agreement as **Exhibit "N"** fully executed and acknowledged by Port, conveying to BNSF the Port Property, subject only to the Permitted Encumbrances;

2. fully executed copies of the Port Lease Termination Agreement;

3. a fully executed copy of the BNSF Roadway Easement, and the amended BNSF Roadway Easement required under **Section 3(C)**;

4. evidence that the Port Commission has authorized the transaction;

5. the RA 4 Covenant;

6. such other and further documents as may be reasonably required to consummate the transactions contemplated by this Agreement and for Title Company to issue the Property Owner Policy for the Port Property in accordance with this Agreement; and

7. immediately available funds in the form of a federal wire transfer, certified or cashier's check, or such other means of funding acceptable to the Title Company so as to constitute readily available funds for immediate disbursement by Title Company ("**Readily Available Funds**") in an amount equal to any additional funds as may be necessary to pay for the costs and proration charges charged to Port under **Section 9** below; and

8. possession of the Port Property free and clear of all tenancies.

C. At Closing, BNSF shall deliver to Title Company with respect to the BNSF Property the following:

1. a quitclaim deed ("**BNSF Property Deed**") in the form attached to this Agreement as **Exhibit "N-1"** fully executed and acknowledged by BNSF, conveying to Port the BNSF Property;

2. fully executed copies of the Port Lease Termination Agreement;

3. fully executed copies of the Road Easement, Port Roadway Easement, and the Utility Easement;

4. such other and further documents as may be reasonably required to consummate the transactions contemplated by this Agreement and for Title Company to issue the Property Owner Policy for the BNSF Property in accordance with this Agreement;

5. Readily Available Funds in an amount as may be necessary to pay for the costs and prorations charged to BNSF under **Section 9** below;

6. Funds in an amount equal to one-half of the Survey Cost, not to exceed \$111,000.00, provided as reimbursement to the Port under **Section 9** below; and

7. possession of the BNSF Property free and clear of all tenancies.

D. BNSF and Port acknowledge and agree that the Title Company shall record the BNSF Roadway Easement and the Road Easement immediately after, but not before, recordation of both the BNSF Property Deed and the Port Property Deed.

E. Closing is conditioned upon the Title Company issuing to each Transferee an ALTA Owner's Policy of Title Insurance (each, a "**Property Owner Policy**") for the Port Property, the BNSF Roadway Easement, and the BNSF Property in amounts acceptable to Port and BNSF. Each Property Owner Policy shall insure the Exchange Property being acquired by such Transferee free and clear of all matters except the standard printed form exceptions and the Permitted Encumbrances applicable to such Exchange Property; provided, however, at the request of a Transferee, the printed form survey exception shall be limited to "shortages in area," the printed form exception for restrictive covenants shall be marked "none of record" except those restrictive covenants that are Permitted Encumbrances, there shall be no exception for rights of parties in possession.

Section 9. Fees and Costs; Taxes. Unless otherwise expressly set forth in this Agreement, Port and BNSF shall prorate items of income and expense related to Port Property and the BNSF Property and shall allocate certain Closing costs as set forth in this **Section 9**.

A. Port will be solely responsible for any and all recording fees, escrow fees for the Exchange Properties.

B. Each Transferor shall pay for the premium for its Property Owner Policy; provided, however, in the event either Transferee desires extended title insurance coverage on the Exchange Property to limit the printed form survey exception to "shortages in area," Transferee agrees to have paid such additional premium for the Exchange Property Owner Policy.

C. Port shall have paid the cost of the Property Surveys ("**Survey Cost**"); provided, however, when the transaction contemplated hereunder closes, then BNSF agrees to reimburse Port for one-half of the Survey Cost (up to a total cost to BNSF of \$111,000.00), upon presentation to BNSF of one (1) original of the Property Surveys and an invoice, statement, or other documentation satisfactory to BNSF supporting the Survey Cost ("**Survey Invoice**").

D. Each Transferee shall have paid the cost of the Property Appraisal, if any, obtained by such party.

E. The Port shall have paid all transfer taxes associated with the Exchange Properties.

F. There shall be no proration for real estate taxes, personal property taxes, special tax assessments ("**Taxes**") accruing to, attributable to or becoming a lien against the BNSF Property that are not yet due and payable as of the Closing Date. BNSF shall pay on or before the Closing Date any and all such Taxes attributable to or becoming a lien against the BNSF Property that are due and payable on or before the Closing Date. Port shall pay all Taxes accruing to, attributable to or becoming a lien against Port Property that are due and payable on or before the Closing.

G. Other than as set forth above or elsewhere in this Agreement, each party shall pay its own expenses incurred in connection with the transaction contemplated by this Agreement.

Section 10. Condition of Exchange Properties; Tests.

A. Each Transferee acknowledges and agrees that it has been given the opportunity to fully and thoroughly inspect the Exchange Property it is acquiring, and each Transferee will conduct such

inspections and tests as Transferee may deem advisable in such Transferee's discretion to fully evaluate and analyze the Exchange Property it is acquiring and all Property Conditions (as hereinafter defined) related thereto. **EACH TRANSFEREE IS ACCEPTING THE EXCHANGE PROPERTY IT IS ACQUIRING ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, EXCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF SUCH EXCHANGE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM TRANSFEROR AS TO ANY MATTERS CONCERNING SUCH EXCHANGE PROPERTY,** including, but not limited to, the physical condition of the Exchange Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Exchange Property with laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Exchange Property; the existence of a sewer pipe, known as the Longfellow Creek Pipe, under the Exchange Properties; the condition of title to the Exchange Property, and the existence of any leases, easements, permits, orders, licenses, or other agreements, affecting the Exchange Property being acquired (collectively, the "**Property Conditions**").

B. Each Transferee represents and warrants to the Transferor that Transferee has not relied and will not rely on, and Transferor is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Exchange Property the Transferee is acquiring or relating thereto (including specifically, without limitation, any Existing Information related to such Exchange Property or any Exchange Property information packages distributed with respect to such Exchange Property) made or furnished by Transferor, the manager of the Exchange Property being transferred, or any real estate broker or agent representing or purporting to represent Transferor, to whomever made or given, directly or indirectly, orally or in writing.

C. Each Transferee has had the right, from time to time prior to Closing, to enter upon the Exchange Property it is acquiring for the purpose of examining the same and the condition thereof, and to conduct such surveys and to make such engineering and other inspections, tests and studies, including without limitation Phase I environmental assessment (and, if so recommended by the Phase I environmental assessment, conduct a Phase II environmental assessment) (collectively, "**Tests**") as Transferee may have determined to be reasonably necessary, all at Transferee's sole cost and expense. Each Transferee hereby indemnifies, defends and holds harmless and hereby waives, releases and discharges forever Transferor and Transferor's officers, directors, shareholders, employees and agents from any and all present or future claims or demands, and any and all damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown, arising from or in any way related to Transferee's and its agents', representatives', employees' and contractors' entry upon, and activities and occupancy of, the Exchange Property in connection with the performance of the Tests.

D. The provisions of this **Section 10** shall survive the Closing, bind each party and their respective heirs, successors and assigns, shall be included in the BNSF Property Deed and Port Property Deed and shall be covenants running with the land.

Section 11. Obligations Under Existing Consent Decrees. Portions of the Exchanged Properties are subject to various consent decrees, administrative orders and related agreements under the Washington Model Toxics Control Act and the federal Comprehensive Environmental Response, Compensation and Liability Act as listed on **Exhibit "T"** attached hereto (the "**Consent Decrees**") that Port has entered into with either the Washington Department of Ecology or the U.S. Environmental Protection Agency for the purpose of remediating and redeveloping the Exchanged Properties for use as a rail yard and container terminal. Consent Decree obligations are specifically described in the Consent Decrees and include operations and maintenance requirements related to remediation infrastructure, such as paving designed to prevent infiltration of water through subsurface soils ("**Caps**"). Port will remain a party to the Consent Decrees and will remain responsible to the U.S. Environmental Protection Agency and the Washington Department of Ecology for its Consent Decree obligations. BNSF will repair any damage to Caps caused by BNSF's operations. The provisions of this **Section 11** shall survive Closing.

Section 12. Miscellaneous.

A. Time is of the essence of this Agreement. This Agreement is binding upon the heirs, executors, administrators, successors, and assigns of each of the parties hereto.

B. In any action (declaratory or otherwise) brought by any party in connection with or arising out of the terms of this Agreement, the prevailing party in such action will be entitled to recover from the nonprevailing party all actual costs, actual damages, and actual expenses, including, without limitation, reasonable attorneys' fees and charges.

C. All notices hereunder shall be in writing and addressed as set forth below, or to such other address as may be designated by the party desiring its address to be changed in a notice to other parties given in like manner:

If to Port: Port of Seattle
P. O. Box 1209
Seattle, WA 98111
Attn: Seaport Manager Container Leasing Operations
Tel: (206) 787-6469

If to BNSF: BNSF Railway Company
2500 Lou Menk Drive - AOB-3
Fort Worth, Texas 76131-2830
Attn: David Schneider
Tel: (817) 352-6469

Notice will be deemed to have been served and given if (i) delivered in person to the address set forth above for the party to whom the notice is given, (ii) delivered in person at the Closing (if such party is present at the Closing and the delivery is to be made at Closing), (iii) placed in the United States mail, return receipt requested, addressed to such party at the address specified above, or (iv) deposited into the custody of a nationally recognized overnight delivery service for next day delivery, addressed to such party at the address specified above.

D. No failure of a party to enforce a provision of this Agreement will be construed as a general or a specific waiver of that provision, or of a party's right to enforce that provision, or of a party's right to enforce any other provisions of this Agreement. No waiver of any breach of any covenant or other provisions herein contained shall be deemed to be a waiver of any preceding or succeeding breach, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed to be an extension of the time for performance of any other obligation or act.

E. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be deemed to constitute a single agreement. The execution and delivery of one counterpart by a party shall have the same force and effect as if that party had signed all other counterparts. The signatures to this Agreement may be executed on separate pages and when attached to this Agreement shall constitute one complete document.

F. This Agreement binds and is for the benefit of both parties and their permitted successors and assigns. No party to this Agreement may assign his or its rights and obligations hereunder without prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

G. This Agreement is governed by and must be construed in accordance with the laws of the State of Washington.

H. This Agreement may not be modified, amended, or terminated except in writing signed by both BNSF and Port. This Agreement constitutes the entire agreement between the parties with respect to the exchange of the BNSF Property and the Port Property and supersedes any prior understandings and agreements between them respecting the subject matter of this Agreement. There are no other

representations, agreements, arrangements, or understandings, oral or written, between and among the parties to this Agreement or any of them, relating to the subject matter of this Agreement.

I. If the Closing Date or the day for performance of any act required under this Agreement falls on a Saturday, Sunday or legal holiday, then the Closing Date or the day for such performance, as the case may be, shall be the next following regular business day.

J. Each party and its counsel have reviewed and revised this Agreement. The parties agree that the rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement or its amendments or exhibits.

K. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

L. Subject to the provisions of **Section 10**, all warranties, representations, covenants, obligations, and agreements contained in or arising out of this Agreement will survive the Closing and conveyance of the BNSF Property and the Port Property. The indemnity obligations set forth in this Agreement shall survive the Closing or earlier termination of this Agreement.

M. If prior to Closing any portion of the Exchange Property is the actual or threatened subject of a condemnation or eminent domain action, the party to which such Exchange Property is to be conveyed may elect to either terminate this Agreement or proceed to Closing and receive an assignment of all condemnation proceeds for the Exchange Property.

Section 13. Remedies. If either party fails to perform any of its obligations under this Agreement either prior to or at Closing for any reason, then the other party, as its sole and exclusive remedies, will be entitled to seek monetary damages, specific performance, and any other remedy available at law; provided, however, that neither party shall be entitled to seek (i) termination of this Agreement or (ii) rescission of the conveyances of one or both of the Exchange Properties.

Section 14. No Brokers. The parties agree that there are no brokers involved in connection with this exchange. **EACH PARTY AGREES TO INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST THE CLAIMS, DEMANDS, CAUSES OF ACTION, OR OTHER LIABILITY OF ANY AGENT, BROKER, OR OTHER SIMILAR PARTY ARISING FROM OR PERTAINING TO ANY BROKERAGE COMMISSION, FEE, COST, OR OTHER EXPENSE IN CONNECTION WITH THE EXCHANGE OF THE EXCHANGE PROPERTY, TO THE EXTENT SUCH CLAIMS, DEMANDS, CAUSES OF ACTION, OR OTHER LIABILITY ARISE OUT OF ANY COMMITMENTS OR AGREEMENTS OF THE INDEMNIFYING PARTY.**

Section 15. Tax Effect. No party has made or is making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. No party shall be liable for or in any way responsible to any other party because of any tax effect resulting from the transactions provided for in this Agreement.

[Signature Page Follows]

Executed by the parties to be effective as of the Effective Date set forth above.

PORT:

Port of Seattle

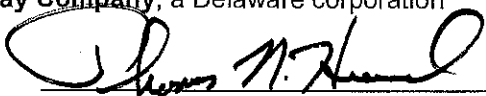
By: _____

Name: _____

Title: _____

BNSF:

BNSF Railway Company, a Delaware corporation

By:  _____

Name: Thomas N. Hund

Title: Executive Vice President and
Chief Financial Officer

Exhibits attached to Agreement:

- | | |
|----------------|---|
| Exhibit "A": | BNSF Property to be quitclaimed to Port (legal and illustration) |
| Exhibit "B": | Port Property to be conveyed to BNSF (legal and illustration) |
| Exhibit "C": | Additional Port Property (unvacated SW Florida Street and 26 th Ave. S. legal description) |
| Exhibit "C-1": | Illustration of SW Florida Street (.41 acre) |
| Exhibit "C-2": | Illustration of 26th Avenue and alley (.14 acre) |
| Exhibit "D": | Form of Port Lease Termination Agreement |
| Exhibit "F": | Port Roadway Easement Area (SW Florida Street legal and illustration - 0.19 acre) |
| Exhibit "G": | Form of Port Roadway Easement (SW Florida Street 0.19 acre to Port) |
| Exhibit "H": | Vacated 26th Avenue SW and Alley (legal and illustration - 0.14 acre) |
| Exhibit "I": | Road Easement Location (Legal Description for BNSF roadway easement to Port over tracks that serve Nucor Steel) |
| Exhibit "I-1": | Form of Road Easement (0.06 acre to Port) |
| Exhibit "J": | Utility Easement Locations (legal and illustration) |
| Exhibit "J-1": | Form of Utility Easement (to Port) |
| Exhibit "M": | Form of BNSF Roadway Easement (2.73 acres grant by Port) |
| Exhibit "N": | Form of Port Property Deed (Port Special Warranty to BNSF) |
| Exhibit "N-1": | Form of BNSF Property Deed (BNSF Quitclaim to Port) |
| Exhibit "O": | BNSF Roadway Easement Location (legal and illustration - 2.73 acres grant by Port) |
| Exhibit "S": | Comprehensive color illustration of all Exchange Property areas |
| Exhibit "T": | Consent Decrees |

EXHIBIT A
TERMINAL 5 – PORT OF SEATTLE
BNSF RAILWAY PROPERTY TO PORT OF SEATTLE
KING COUNTY, WASHINGTON

ALL THOSE PORTIONS OF THE BNSF RAILWAY COMPANY RIGHT OF WAY LYING WITHIN BLOCKS 426, 433, 434, 440, 441, AND 442 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS AND ANY PORTION OF ANY VACATED STREET ATTACHED THERETO; AND ALL THOSE PORTIONS WITHIN BLOCKS 440A, 441A, AND 442A OF HALLER'S SUPPLEMENTAL PLAT AND ANY PORTION OF ANY VACATED STREET ATTACHED THERETO; ALONG WITH ANY RIGHTS OR CLAIMS WITHIN THE ABOVE DESCRIBED PORTIONS;

EXCEPT ANY PORTION WITHIN THE FOLLOWING DESCRIBED PARCELS:

PARCEL C OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3011161, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M. THENCE N01°40'42"E ALONG THE WESTERLY LINE OF SAID SECTION A DISTANCE OF 2640.86 FEET TO THE WEST 1/4 CORNER OF SAID SECTION; THENCE N72°02'32"E A DISTANCE OF 3690.89 FEET TO THE MOST SOUTHEASTERLY CORNER OF BLOCK 426 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS; THENCE N56°03'50"E ALONG THE SOUTHEASTERLY BOUNDARY OF SAID BLOCK 426 A DISTANCE OF 436.46 FEET TO THE SOUTHERLY RIGHT OF WAY OF WEST MARGINAL WAY SOUTHWEST; THENCE N66°29'41"W ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 9.61 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING N66°29'41"W ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 74.91 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 616.56 FEET AND WHOSE LONG CHORD BEARS S75°11'57"W A DISTANCE OF 97.34 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 97.44 FEET THROUGH A CENTRAL ANGLE OF 09°03'18" TO THE BEGINNING OF A NON-TANGENTIAL LINE; THENCE S71°25'18"W A DISTANCE OF 298.10 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 206.10 FEET THROUGH A CENTRAL ANGLE OF 19°40'53"; THENCE N88°53'49"W A DISTANCE OF 270.49 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO THE CITY OF SEATTLE FOR ALLEY PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 1178522; THENCE S01°08'15"W ALONG SAID EASTERLY LINE A DISTANCE OF 51.02 FEET; THENCE S88°53'03"E A DISTANCE OF 280.14 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 276.73 FEET THROUGH A CENTRAL ANGLE OF 26°25'34"; THENCE N64°41'23"E A DISTANCE OF 111.73 FEET; THENCE S25°01'40"E A DISTANCE OF 2.99 FEET; THENCE N68°07'32"E A DISTANCE OF 29.37 FEET; THENCE N70°08'17"E A DISTANCE OF 44.11 FEET; THENCE N71°29'41"E A DISTANCE OF 41.38 FEET; THENCE N73°26'33"E A DISTANCE OF 42.76 FEET; THENCE N77°05'53"E A DISTANCE OF 41.55 FEET; THENCE N81°00'35"E A DISTANCE OF 38.12 FEET; THENCE N85°25'06"E A DISTANCE OF 41.98 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT A
TERMINAL 5 – PORT OF SEATTLE
BNSF RAILWAY PROPERTY TO PORT OF SEATTLE
KING COUNTY, WASHINGTON

TOGETHER WITH:

PARCEL B OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3011465, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M. THENCE N01°40'42"E ALONG THE WESTERLY LINE OF SAID SECTION A DISTANCE OF 2640.86 FEET TO THE WEST 1/4 CORNER OF SAID SECTION; THENCE N72°02'32"E A DISTANCE OF 3690.89 FEET TO THE MOST SOUTHEASTERLY CORNER OF BLOCK 426 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS; THENCE N56°03'50"E ALONG THE SOUTHEASTERLY BOUNDARY OF SAID BLOCK 426 A DISTANCE OF 436.46 FEET TO THE SOUTHERLY RIGHT OF WAY OF WEST MARGINAL WAY SOUTHWEST; THENCE N66°29'41"W ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 84.52 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 616.56 FEET AND WHOSE LONG CHORD BEARS S75°11'57"W A DISTANCE OF 97.34 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 97.44 FEET THROUGH A CENTRAL ANGLE OF 09°03'18" TO THE BEGINNING OF A NON-TANGENTIAL LINE; THENCE S71°25'18"W A DISTANCE OF 298.10 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 206.10 FEET THROUGH A CENTRAL ANGLE OF 19°40'53"; THENCE N88°53'49"W A DISTANCE OF 270.49 FEET TO THE EASTERLY LINE OF A TRACT OF LAND CONVEYED TO THE CITY OF SEATTLE FOR ALLEY PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 1178522; THENCE CONTINUING N88°53'49"W A DISTANCE OF 18.00 FEET TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED TO THE CITY OF SEATTLE FOR ALLEY PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 1178522 AND THE **POINT OF BEGINNING**;

THENCE CONTINUING N88°53'49"W A DISTANCE OF 122.30 FEET TO THE EASTERLY RIGHT OF WAY OF 26TH AVE SW;
THENCE S01°08'15"W ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 50.99 FEET;
THENCE S88°53'03"E A DISTANCE OF 122.30 FEET TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED TO THE CITY OF SEATTLE FOR ALLEY PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 1178522;
THENCE N01°08'15"E ALONG SAID WESTERLY LINE A DISTANCE OF 51.01 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH:

PARCEL B OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3011466, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M. THENCE N01°40'42"E ALONG THE WESTERLY LINE OF SAID SECTION A DISTANCE OF 2640.86 FEET TO THE WEST QUARTER CORNER OF SAID SECTION; THENCE N72°02'32"E A DISTANCE OF 3690.89 FEET TO THE MOST SOUTHEASTERLY CORNER OF BLOCK 426 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS; THENCE N88°51'45"W ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 426 A DISTANCE OF 708.02 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK; THENCE CONTINUING N88°51'45"W A DISTANCE OF 100.00 FEET TO THE SOUTHEASTERLY CORNER OF BLOCK 434 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS;

EXHIBIT A
TERMINAL 5 – PORT OF SEATTLE
BNSF RAILWAY PROPERTY TO PORT OF SEATTLE
KING COUNTY, WASHINGTON

THENCE N01°08'15"E ALONG THE EAST LINE OF SAID BLOCK 434 A DISTANCE OF 69.22 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N01°08'15"E ALONG SAID EAST LINE A DISTANCE OF 50.96 FEET;
THENCE N88°53'49"W A DISTANCE OF 109.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1046.50 FEET;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 114.39 FEET THROUGH A CENTRAL ANGLE OF 06°15'46";
THENCE N82°38'03"W A DISTANCE OF 191.36 FEET;
THENCE N81°50'53"W A DISTANCE OF 90.98 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 609.54 FEET, WHOSE LONG CHORD BEARS N69°37'30"W A DISTANCE OF 118.25 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 118.44 FEET THROUGH A CENTRAL ANGLE OF 11°07'59" TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 642.38 FEET WHOSE LONG CHORD BEARS N58°12'52"W A DISTANCE OF 121.99 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 122.17 FEET THROUGH A CENTRAL ANGLE OF 10°53'50" TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 589.94 FEET WHOSE LONG CHORD BEARS N48°36'45"W A DISTANCE OF 87.19 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 87.27 FEET THROUGH A CENTRAL ANGLE OF 08°28'33" TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 607.86 FEET WHOSE LONG CHORD BEARS N20°51'28"W A DISTANCE OF 483.02 FEET;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 496.73 FEET THROUGH A CENTRAL ANGLE OF 46°49'15" TO A NON-TANGENTIAL LINE;
THENCE N02°52'41"E A DISTANCE OF 16.58 FEET;
THENCE N03°55'26"E A DISTANCE OF 24.31 FEET;
THENCE N06°18'28"E A DISTANCE OF 27.00 FEET;
THENCE N07°20'17"E A DISTANCE OF 44.11 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 2031.68 FEET, WHOSE LONG CHORD BEARS N02°31'18"E A DISTANCE OF 103.94 FEET;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 103.95 FEET THROUGH A CENTRAL ANGLE OF 02°55'53" TO A NON-TANGENTIAL LINE;
THENCE N01°08'47"E A DISTANCE OF 1762.44 FEET;
THENCE N01°06'30"E A DISTANCE OF 17.60 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 900.50 FEET, WHOSE LONG CHORD BEARS N05°04'07"W A DISTANCE OF 56.73 FEET;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.74 FEET THROUGH A CENTRAL ANGLE OF 03°36'36";
THENCE N07°03'57"W A DISTANCE OF 348.22 FEET;
THENCE N03°06'34"W A DISTANCE OF 51.78 FEET;
THENCE N00°07'42"E A DISTANCE OF 51.73 FEET;
THENCE N01°09'27"E A DISTANCE OF 266.07 FEET TO A POINT ON THE NORTH LINE OF BLOCK 441 OF SAID VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS, SAID POINT BEARING S77°50'29"W ALONG SAID NORTH LINE OF BLOCK 441 A DISTANCE OF 397.55 FEET FROM THE NORTHEAST CORNER OF SAID BLOCK;

EXHIBIT A
TERMINAL 5 – PORT OF SEATTLE
BNSF RAILWAY PROPERTY TO PORT OF SEATTLE
KING COUNTY, WASHINGTON

THENCE FROM SAID POINT CONTINUING N01°09'27"E A DISTANCE OF 154.14 FEET TO THE SOUTHERLY RIGHT OF WAY OF SW FLORIDA ST;
THENCE S77°50'29"W ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 89.32 FEET;
THENCE S07°03'11"E A DISTANCE OF 150.59 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 441, SAID POINT BEARING N77°50'29"E ALONG SAID NORTH LINE OF BLOCK 441 A DISTANCE OF 79.83 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 441;
THENCE FROM SAID POINT CONTINUING S07°03'11"E A DISTANCE OF 703.24 FEET;
THENCE N12°48'41"W A DISTANCE OF 330.65 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 721.50 FEET;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 307.52 FEET THROUGH A CENTRAL ANGLE OF 24°25'16";
THENCE N37°13'57"W A DISTANCE OF 245.40 FEET TO THE SOUTHERLY RIGHT OF WAY OF SW FLORIDA ST;
THENCE S77°50'29"W ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 49.52 FEET TO THE MOST NORTHERLY CORNER OF BLOCK 442 OF SAID VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS;
THENCE CONTINUING S77°50'29"W ALONG THE SAID RIGHT OF WAY A DISTANCE OF 33.13 FEET;
THENCE S37°13'03"E A DISTANCE OF 68.58 FEET;
THENCE S52°47'21"W A DISTANCE OF 2.10 FEET;
THENCE S36°24'08"E A DISTANCE OF 6.46 FEET;
THENCE N55°27'49"E A DISTANCE OF 2.06 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 1101.65 FEET, WHOSE LONG CHORD BEARS S30°05'42"E A DISTANCE OF 199.19 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 199.47 FEET THROUGH A CENTRAL ANGLE OF 10°22'26" TO A NON-TANGENTIAL LINE;
THENCE S24°02'46"E A DISTANCE OF 87.73 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 789.03 FEET, WHOSE LONG CHORD BEARS S19°06'24"E A DISTANCE OF 151.98 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 152.22 FEET THROUGH A CENTRAL ANGLE OF 11°03'13" TO A NON-TANGENTIAL LINE;
THENCE S12°52'33"E A DISTANCE OF 58.64 FEET;
THENCE S12°30'04"E A DISTANCE OF 278.12 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 1091.38 FEET WHOSE LONG CHORD BEARS S07°39'23"E A DISTANCE OF 164.71 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 164.87 FEET THROUGH A CENTRAL ANGLE OF 08°39'19" TO A NON-TANGENTIAL LINE;
THENCE S02°35'46"E A DISTANCE OF 170.36 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 2924.94 FEET WHOSE LONG CHORD BEARS S00°46'35"E A DISTANCE OF 72.97 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 72.97 FEET THROUGH A CENTRAL ANGLE OF 01°25'46" TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 665.41 FEET WHOSE LONG CHORD BEARS S04°29'36"W A DISTANCE OF 91.14 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 91.21 FEET THROUGH A CENTRAL ANGLE OF 07°51'13" TO A NON-TANGENTIAL LINE;
THENCE S07°34'31"W A DISTANCE OF 138.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET;

EXHIBIT A
TERMINAL 5 – PORT OF SEATTLE
BNSF RAILWAY PROPERTY TO PORT OF SEATTLE
KING COUNTY, WASHINGTON

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 129.52 FEET THROUGH A CENTRAL ANGLE OF 06°27'11";
THENCE S01°07'20"W A DISTANCE OF 399.98 FEET;
THENCE S01°08'28"W A DISTANCE OF 423.46 FEET;
THENCE S01°20'53"W A DISTANCE OF 258.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 825.00 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 173.11 FEET THROUGH A CENTRAL ANGLE OF 12°01'20";
THENCE S13°22'13"W A DISTANCE OF 70.01 FEET TO A POINT REFERRED TO AS POINT "A";
THENCE S01°08'35"W A DISTANCE OF 11.88 FEET TO THE NORTH LINE OF LOT 13 BLOCK 437 OF SAID SEATTLE TIDELANDS PLAT;
THENCE S88°51'45"E ALONG SAID NORTH LINE A DISTANCE OF 44.25 FEET;
THENCE N11°48'49"E A DISTANCE OF 51.88 FEET;
THENCE N10°21'10"E A DISTANCE OF 58.23 FEET;
THENCE S82°03'53"E A DISTANCE OF 3.90 FEET;
THENCE S05°44'42"E A DISTANCE OF 133.04 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 706.40 FEET, WHOSE LONG CHORD BEARS S29°57'25"E A DISTANCE OF 575.20 FEET;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 592.41 FEET THROUGH A CENTRAL ANGLE OF 48°03'02" TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 611.23 FEET WHOSE LONG CHORD BEARS S71°47'00"E A DISTANCE OF 361.76 FEET;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 367.26 FEET THROUGH A CENTRAL ANGLE OF 34°25'37" TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 1273.74 FEET WHOSE LONG CHORD BEARS S84°15'15"E A DISTANCE OF 107.22 FEET;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 107.26 FEET THROUGH A CENTRAL ANGLE OF 04°49'29" TO A NON-TANGENTIAL LINE;
THENCE S82°29'36"E A DISTANCE OF 49.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 617.00 FEET;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 68.82 FEET THROUGH A CENTRAL ANGLE OF 06°23'27";
THENCE S88°53'03"E A DISTANCE OF 182.45 FEET TO EAST LINE OF SAID BLOCK 434 AND THE POINT OF BEGINNING.

ALSO, ANY PORTION OF THE BNSF RAILWAY COMPANY RIGHT OF WAY LYING WITHIN BLOCK 443 AND WITHIN LOTS 22 THROUGH 30 OF BLOCK 431 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS AND ANY PORTION WITHIN RAILROAD AVENUE VACATED UNDER THE TOWN OF WEST SEATTLE ORDINANCE NUMBER 87 ADOPTED MAY 10, 1904 LYING SOUTHERLY OF THE NORTHERLY LINE OF LOT 22 OF BLOCK 431 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS PROJECTED SOUTHWESTERLY TO THE EASTERLY LINE OF SAID BLOCK 443;

EXCEPT ANY PORTION WITHIN THE FOLLOWING DESCRIBED PARCEL:

PARCEL D OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3011467, DESCRIBED AS FOLLOWS:

EXHIBIT A
TERMINAL 5 – PORT OF SEATTLE
BNSF RAILWAY PROPERTY TO PORT OF SEATTLE
KING COUNTY, WASHINGTON

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M.;

THENCE N01°40'17"E ALONG THE WEST LINE OF SAID SECTION 12 A DISTANCE OF 2700.49 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 12;

THENCE S53°37'13"E A DISTANCE OF 953.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF HARBOR AVENUE SOUTHWEST SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY OF SOUTHWEST FLORIDA STREET AND ON THE SOUTH LINE OF BLOCK 443 OF VOLUME 2 OF PLAT OF SEATTLE TIDELANDS;

THENCE N77°50'29"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 352.78 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N77°50'29"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 20.79 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 443;

THENCE N77°50'25"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 61.43 FEET;

THENCE N37°13'27"W A DISTANCE OF 365.56 FEET;

THENCE N31°53'35"W A DISTANCE OF 379.73 FEET TO THE SOUTHERLY BOUNDARY OF A TRACT OF LAND CONVEYED TO INLAND PROPERTIES BY DEED RECORDED UNDER RECORDING NUMBER 8903230470;

THENCE S47°28'33"W ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 9.83 FEET TO THE WESTERLY BOUNDARY THEREOF;

THENCE N42°31'28"W ALONG SAID WESTERLY BOUNDARY OF SAID TRACT A DISTANCE OF 470.63 FEET;

THENCE S47°26'32"W ALONG SAID TRACT A DISTANCE OF 37.00 FEET;

THENCE N42°31'28"W ALONG SAID TRACT A DISTANCE OF 471.46 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HARBOR AVENUE SOUTHWEST;

THENCE S28°44'48"E ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 901.79 FEET;

THENCE N61°15'05"E A DISTANCE OF 107.87 FEET TO THE MOST NORTHERLY CORNER OF BLOCK 443 OF SAID SEATTLE TIDELANDS;

THENCE S12°27'37"E ALONG THE WESTERLY LINE OF SAID BLOCK 443 A DISTANCE OF 12.79 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 940.37 FEET, WHOSE LONG CHORD BEARS S46°04'36"E A DISTANCE OF 103.40 FEET;

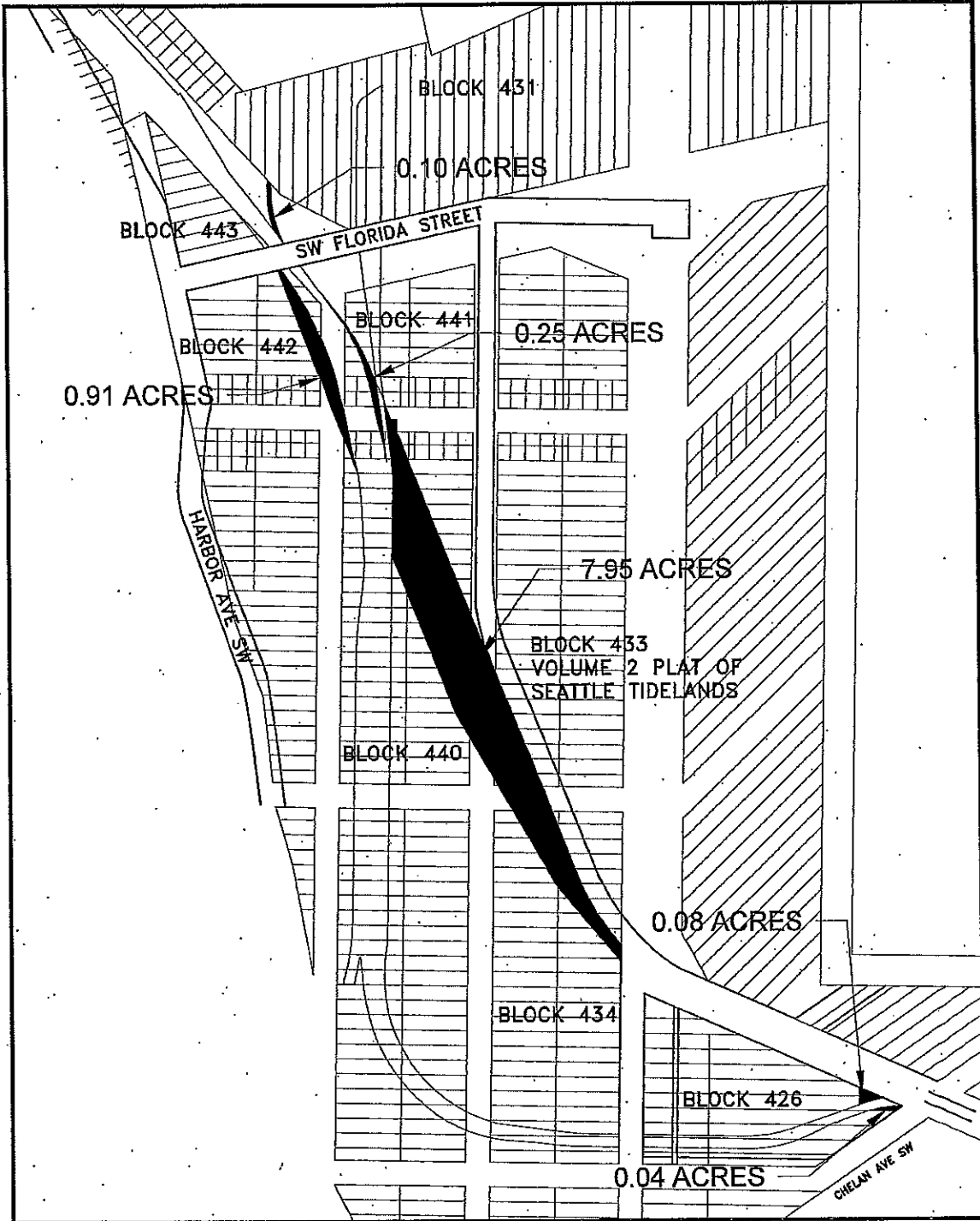
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 103.45 FEET THROUGH A CENTRAL ANGLE OF 06°18'12" TO THE EASTERLY LINE OF SAID BLOCK 443 AND A NON-TANGENTIAL LINE;

THENCE S42°31'28"E ALONG SAID EASTERLY LINE OF SAID BLOCK A DISTANCE OF 428.47 FEET;

THENCE S37°13'33"E A DISTANCE OF 194.27 FEET TO THE NORTHERLY RIGHT OF WAY OF SOUTHWEST FLORIDA STREET AND THE POINT OF BEGINNING.

ALL SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.





Parametrix DATE: Jul 28, 2010



**EXHIBIT A
 TERMINAL 5 - PORT OF SEATTLE
 BNSF RAILWAY COMPANY TO PORT OF SEATTLE
 KING COUNTY, WASHINGTON**

EXHIBIT B
TERMINAL 5 – PORT OF SEATTLE
PORT OF SEATTLE PROPERTY TO BNSF RAILWAY COMPANY
KING COUNTY, WASHINGTON

THOSE PORTIONS OF PORT OF SEATTLE PROPERTY LYING WITHIN BLOCKS 426, 431, 434, 437, 440, 441, 442, AND 443 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS AND ANY PORTION OF ANY VACATED STREET ATTACHED THERETO; AND THAT PORTION WITHIN BLOCK 441A OF HALLER'S SUPPLEMENTAL PLAT AND ANY PORTION OF ANY VACATED STREET ATTACHED THERETO;

DESCRIBED AS FOLLOWS:

PARCEL C OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3011161, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M. THENCE N01°40'42"E ALONG THE WESTERLY LINE OF SAID SECTION A DISTANCE OF 2640.86 FEET TO THE WEST 1/4 CORNER OF SAID SECTION; THENCE N72°02'32"E A DISTANCE OF 3690.89 FEET TO THE MOST SOUTHEASTERLY CORNER OF BLOCK 426 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS; THENCE N56°03'50"E ALONG THE SOUTHEASTERLY BOUNDARY OF SAID BLOCK 426 A DISTANCE OF 436.46 FEET TO THE SOUTHERLY RIGHT OF WAY OF WEST MARGINAL WAY SOUTHWEST; THENCE N66°29'41"W ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 9.61 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N66°29'41"W ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 74.91 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 616.56 FEET AND WHOSE LONG CHORD BEARS S75°11'57"W A DISTANCE OF 97.34 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 97.44 FEET THROUGH A CENTRAL ANGLE OF 09°03'18" TO THE BEGINNING OF A NON-TANGENTIAL LINE; THENCE S71°25'18"W A DISTANCE OF 298.10 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 206.10 FEET THROUGH A CENTRAL ANGLE OF 19°40'53"; THENCE N88°53'49"W A DISTANCE OF 270.49 FEET TO THE EASTERLY LINE OF A TRACT CONVEYED TO THE CITY OF SEATTLE FOR ALLÉY PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 1178522; THENCE S01°08'15"W ALONG SAID EASTERLY LINE A DISTANCE OF 51.02 FEET; THENCE S88°53'03"E A DISTANCE OF 280.14 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 276.73 FEET THROUGH A CENTRAL ANGLE OF 26°25'34"; THENCE N64°41'23"E A DISTANCE OF 111.73 FEET; THENCE S25°01'40"E A DISTANCE OF 2.99 FEET; THENCE N68°07'32"E A DISTANCE OF 29.37 FEET; THENCE N70°08'17"E A DISTANCE OF 44.11 FEET; THENCE N71°29'41"E A DISTANCE OF 41.38 FEET; THENCE N73°26'33"E A DISTANCE OF 42.76 FEET; THENCE N77°05'53"E A DISTANCE OF 41.55 FEET; THENCE N81°00'35"E A DISTANCE OF 38.12 FEET; THENCE N85°25'06"E A DISTANCE OF 41.98 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
TERMINAL 5 – PORT OF SEATTLE
PORT OF SEATTLE PROPERTY TO BNSF RAILWAY COMPANY
KING COUNTY, WASHINGTON

TOGETHER WITH:

PARCEL B OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3011465, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M. THENCE N01°40'42"E ALONG THE WESTERLY LINE OF SAID SECTION A DISTANCE OF 2640.86 FEET TO THE WEST 1/4 CORNER OF SAID SECTION; THENCE N72°02'32"E A DISTANCE OF 3690.89 FEET TO THE MOST SOUTHEASTERLY CORNER OF BLOCK 426 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS; THENCE N56°03'50"E ALONG THE SOUTHEASTERLY BOUNDARY OF SAID BLOCK 426 A DISTANCE OF 436.46 FEET TO THE SOUTHERLY RIGHT OF WAY OF WEST MARGINAL WAY SOUTHWEST; THENCE N66°29'41"W ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 84.52 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 616.56 FEET AND WHOSE LONG CHORD BEARS S75°11'57"W A DISTANCE OF 97.34 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 97.44 FEET THROUGH A CENTRAL ANGLE OF 09°03'18" TO THE BEGINNING OF A NON-TANGENTIAL LINE;

THENCE S71°25'18"W A DISTANCE OF 298.10 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 206.10 FEET THROUGH A CENTRAL ANGLE OF 19°40'53";

THENCE N88°53'49"W A DISTANCE OF 270.49 FEET TO THE EASTERLY LINE OF A TRACT OF LAND CONVEYED TO THE CITY OF SEATTLE FOR ALLEY PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 1178522;

THENCE CONTINUING N88°53'49"W A DISTANCE OF 18.00 FEET TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED TO THE CITY OF SEATTLE FOR ALLEY PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 1178522 AND THE POINT OF BEGINNING;

THENCE CONTINUING N88°53'49"W A DISTANCE OF 122.30 FEET TO THE EASTERLY RIGHT OF WAY OF 26TH AVE SW;

THENCE S01°08'15"W ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 50.99 FEET;

THENCE S88°53'03"E A DISTANCE OF 122.30 FEET TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED TO THE CITY OF SEATTLE FOR ALLEY PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 1178522;

THENCE N01°08'15"E ALONG SAID WESTERLY LINE A DISTANCE OF 51.01 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

PARCEL B OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3011466, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M. THENCE N01°40'42"E ALONG THE WESTERLY LINE OF SAID SECTION A DISTANCE OF 2640.86 FEET TO THE WEST QUARTER CORNER OF SAID SECTION; THENCE N72°02'32"E A DISTANCE OF 3690.89 FEET TO THE MOST SOUTHEASTERLY CORNER OF BLOCK 426 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS; THENCE N88°51'45"W ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 426 A DISTANCE OF 708.02 FEET TO THE SOUTHWESTERLY CORNER

EXHIBIT B
TERMINAL 5 – PORT OF SEATTLE
PORT OF SEATTLE PROPERTY TO BNSF RAILWAY COMPANY
KING COUNTY, WASHINGTON

OF SAID BLOCK; THENCE CONTINUING N88°51'45"W A DISTANCE OF 100.00 FEET TO THE SOUTHEASTERLY CORNER OF BLOCK 434 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS; THENCE N01°08'15"E ALONG THE EAST LINE OF SAID BLOCK 434 A DISTANCE OF 69.22 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N01°08'15"E ALONG SAID EAST LINE A DISTANCE OF 50.96 FEET;
THENCE N88°53'49"W A DISTANCE OF 109.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1046.50 FEET;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 114.39 FEET THROUGH A CENTRAL ANGLE OF 06°15'46";
THENCE N82°38'03"W A DISTANCE OF 191.36 FEET;
THENCE N81°50'53"W A DISTANCE OF 90.98 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 609.54 FEET, WHOSE LONG CHORD BEARS N69°37'30"W A DISTANCE OF 118.25 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 118.44 FEET THROUGH A CENTRAL ANGLE OF 11°07'59" TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 642.38 FEET WHOSE LONG CHORD BEARS N58°12'52"W A DISTANCE OF 121.99 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 122.17 FEET THROUGH A CENTRAL ANGLE OF 10°53'50" TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 589.94 FEET WHOSE LONG CHORD BEARS N48°36'45"W A DISTANCE OF 87.19 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 87.27 FEET THROUGH A CENTRAL ANGLE OF 08°28'33" TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 607.86 FEET WHOSE LONG CHORD BEARS N20°51'28"W A DISTANCE OF 483.02 FEET;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 496.73 FEET THROUGH A CENTRAL ANGLE OF 46°49'15" TO A NON-TANGENTIAL LINE;
THENCE N02°52'41"E A DISTANCE OF 16.58 FEET;
THENCE N03°55'26"E A DISTANCE OF 24.31 FEET;
THENCE N06°18'28"E A DISTANCE OF 27.00 FEET;
THENCE N07°20'17"E A DISTANCE OF 44.11 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 2031.68 FEET, WHOSE LONG CHORD BEARS N02°31'18"E A DISTANCE OF 103.94 FEET;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 103.95 FEET THROUGH A CENTRAL ANGLE OF 02°55'53" TO A NON-TANGENTIAL LINE;
THENCE N01°08'47"E A DISTANCE OF 1762.44 FEET;
THENCE N01°06'30"E A DISTANCE OF 17.60 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 900.50 FEET, WHOSE LONG CHORD BEARS N05°04'07"W A DISTANCE OF 56.73 FEET;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.74 FEET THROUGH A CENTRAL ANGLE OF 03°36'36";
THENCE N07°03'57"W A DISTANCE OF 348.22 FEET;
THENCE N03°06'34"W A DISTANCE OF 51.78 FEET;
THENCE N00°07'42"E A DISTANCE OF 51.73 FEET;
THENCE N01°09'27"E A DISTANCE OF 266.07 FEET TO A POINT ON THE NORTH LINE OF BLOCK 441 OF SAID VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS, SAID POINT BEARING S77°50'29"W

EXHIBIT B
TERMINAL 5 – PORT OF SEATTLE
PORT OF SEATTLE PROPERTY TO BNSF RAILWAY COMPANY
KING COUNTY, WASHINGTON

ALONG SAID NORTH LINE OF BLOCK 441 A DISTANCE OF 397.55 FEET FROM THE NORTHEAST CORNER OF SAID BLOCK;
THENCE FROM SAID POINT CONTINUING N01°09'27"E A DISTANCE OF 154.14 FEET TO THE SOUTHERLY RIGHT OF WAY OF SW FLORIDA ST;
THENCE S77°50'29"W ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 89.32 FEET;
THENCE S07°03'11"E A DISTANCE OF 150.59 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 441, SAID POINT BEARING N77°50'29"E ALONG SAID NORTH LINE OF BLOCK 441 A DISTANCE OF 79.83 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 441;
THENCE FROM SAID POINT CONTINUING S07°03'11"E A DISTANCE OF 703.24 FEET;
THENCE N12°48'41"W A DISTANCE OF 330.65 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 721.50 FEET;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 307.52 FEET THROUGH A CENTRAL ANGLE OF 24°25'16";
THENCE N37°13'57"W A DISTANCE OF 245.40 FEET TO THE SOUTHERLY RIGHT OF WAY OF SW FLORIDA ST;
THENCE S77°50'29"W ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 49.52 FEET TO THE MOST NORTHERLY CORNER OF BLOCK 442 OF SAID VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS;
THENCE CONTINUING S77°50'29"W ALONG THE SAID RIGHT OF WAY A DISTANCE OF 33.13 FEET;
THENCE S37°13'03"E A DISTANCE OF 68.58 FEET;
THENCE S52°47'21"W A DISTANCE OF 2.10 FEET;
THENCE S36°24'08"E A DISTANCE OF 6.46 FEET;
THENCE N55°27'49"E A DISTANCE OF 2.06 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 1101.65 FEET, WHOSE LONG CHORD BEARS S30°05'42"E A DISTANCE OF 199.19 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 199.47 FEET THROUGH A CENTRAL ANGLE OF 10°22'26" TO A NON-TANGENTIAL LINE;
THENCE S24°02'46"E A DISTANCE OF 87.73 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 789.03 FEET, WHOSE LONG CHORD BEARS S19°06'24"E A DISTANCE OF 151.98 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 152.22 FEET THROUGH A CENTRAL ANGLE OF 11°03'13" TO A NON-TANGENTIAL LINE;
THENCE S12°52'33"E A DISTANCE OF 58.64 FEET;
THENCE S12°30'04"E A DISTANCE OF 278.12 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 1091.38 FEET WHOSE LONG CHORD BEARS S07°39'23"E A DISTANCE OF 164.71 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 164.87 FEET THROUGH A CENTRAL ANGLE OF 08°39'19" TO A NON-TANGENTIAL LINE;
THENCE S02°35'46"E A DISTANCE OF 170.36 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 2924.94 FEET WHOSE LONG CHORD BEARS S00°46'35"E A DISTANCE OF 72.97 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 72.97 FEET THROUGH A CENTRAL ANGLE OF 01°25'46" TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 665.41 FEET WHOSE LONG CHORD BEARS S04°29'36"W A DISTANCE OF 91.14 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 91.21 FEET THROUGH A CENTRAL ANGLE OF 07°51'13" TO A NON-TANGENTIAL LINE;

EXHIBIT B
TERMINAL 5 – PORT OF SEATTLE
PORT OF SEATTLE PROPERTY TO BNSF RAILWAY COMPANY
KING COUNTY, WASHINGTON

THENCE S07°34'31"W A DISTANCE OF 138.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 129.52 FEET THROUGH A CENTRAL ANGLE OF 06°27'11";
THENCE S01°07'20"W A DISTANCE OF 399.98 FEET;
THENCE S01°08'28"W A DISTANCE OF 423.46 FEET;
THENCE S01°20'53"W A DISTANCE OF 258.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 825.00 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 173.11 FEET THROUGH A CENTRAL ANGLE OF 12°01'20";
THENCE S13°22'13"W A DISTANCE OF 70.01 FEET TO A POINT REFERRED TO AS POINT "A";
THENCE S01°08'35"W A DISTANCE OF 11.88 FEET TO THE NORTH LINE OF LOT 13 BLOCK 437 OF SAID SEATTLE TIDELANDS PLAT;
THENCE S88°51'45"E ALONG SAID NORTH LINE A DISTANCE OF 44.25 FEET;
THENCE N11°48'49"E A DISTANCE OF 51.88 FEET;
THENCE N10°21'10"E A DISTANCE OF 58.23 FEET;
THENCE S82°03'53"E A DISTANCE OF 3.90 FEET;
THENCE S05°44'42"E A DISTANCE OF 133.04 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 706.40 FEET, WHOSE LONG CHORD BEARS S29°57'25"E A DISTANCE OF 575.20 FEET;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 592.41 FEET THROUGH A CENTRAL ANGLE OF 48°03'02" TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 611.23 FEET WHOSE LONG CHORD BEARS S71°47'00"E A DISTANCE OF 361.76 FEET;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 367.26 FEET THROUGH A CENTRAL ANGLE OF 34°25'37" TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 1273.74 FEET WHOSE LONG CHORD BEARS S84°15'15"E A DISTANCE OF 107.22 FEET;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 107.26 FEET THROUGH A CENTRAL ANGLE OF 04°49'29" TO A NON-TANGENTIAL LINE;
THENCE S82°29'36"E A DISTANCE OF 49.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 617.00 FEET;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 68.82 FEET THROUGH A CENTRAL ANGLE OF 06°23'27";
THENCE S88°53'03"E A DISTANCE OF 182.45 FEET TO EAST LINE OF SAID BLOCK 434 AND THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL A OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3011467, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M.;

THENCE N01°40'17"E ALONG THE WEST LINE OF SAID SECTION 12 A DISTANCE OF 2700.49 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 12;

THENCE S53°37'13"E A DISTANCE OF 953.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF HARBOR AVENUE SOUTHWEST SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY

EXHIBIT B
TERMINAL 5 – PORT OF SEATTLE
PORT OF SEATTLE PROPERTY TO BNSF RAILWAY COMPANY
KING COUNTY, WASHINGTON

OF SOUTHWEST FLORIDA STREET AND ON THE SOUTH LINE OF BLOCK 443 OF VOLUME 2 OF PLAT OF SEATTLE TIDELANDS;
THENCE N77°50'29"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 373.57 FEET TO THE SOUTHEAST CORNER OF BLOCK 443 OF SAID SEATTLE TIDELANDS;
THENCE CONTINUING N77°50'25"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 338.60 FEET TO THE SOUTHWEST CORNER OF BLOCK 431 OF SAID SEATTLE TIDELANDS PLAT;
THENCE N77°50'29"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 31.01 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N77°50'29"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 103.12 FEET;
THENCE N01°10'02"E A DISTANCE OF 557.37 FEET;
THENCE S56°23'08"W A DISTANCE OF 96.62 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 53.01 FEET THROUGH A CENTRAL ANGLE OF 55°13'07";
THENCE S01°10'01"W A DISTANCE OF 452.65 FEET;
THENCE S04°10'25"E A DISTANCE OF 28.32 FEET TO SAID NORTHERLY RIGHT OF WAY AND THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL D OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3011467, DESCRIBED AS FOLLOWS:

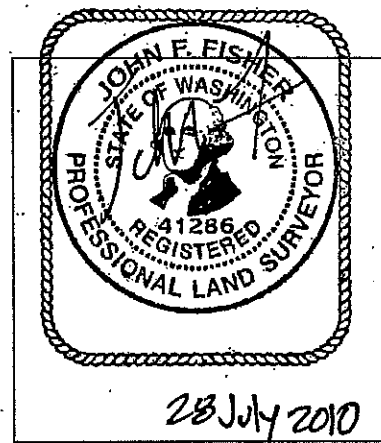
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M.;
THENCE N01°40'17"E ALONG THE WEST LINE OF SAID SECTION 12 A DISTANCE OF 2700.49 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 12;
THENCE S53°37'13"E A DISTANCE OF 953.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF HARBOR AVENUE SOUTHWEST SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY OF SOUTHWEST FLORIDA STREET AND ON THE SOUTH LINE OF BLOCK 443 OF VOLUME 2 OF PLAT OF SEATTLE TIDELANDS; THENCE N77°50'29"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 352.78 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N77°50'29"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 20.79 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 443;
THENCE N77°50'25"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 61.43 FEET;
THENCE N37°13'27"W A DISTANCE OF 365.56 FEET;
THENCE N31°53'35"W A DISTANCE OF 379.73 FEET TO THE SOUTHERLY BOUNDARY OF A TRACT OF LAND CONVEYED TO INLAND PROPERTIES BY DEED RECORDED UNDER RECORDING NUMBER 8903230470;
THENCE S47°28'33"W ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 9.83 FEET TO THE WESTERLY BOUNDARY THEREOF;
THENCE N42°31'28"W ALONG SAID WESTERLY BOUNDARY OF SAID TRACT A DISTANCE OF 470.63 FEET;
THENCE S47°28'32"W ALONG SAID TRACT A DISTANCE OF 37.00 FEET;
THENCE N42°31'28"W ALONG SAID TRACT A DISTANCE OF 471.46 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HARBOR AVENUE SOUTHWEST;
THENCE S28°44'48"E ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 901.79 FEET;
THENCE N61°15'05"E A DISTANCE OF 107.87 FEET TO THE MOST NORTHERLY CORNER OF BLOCK 443 OF SAID SEATTLE TIDELANDS;

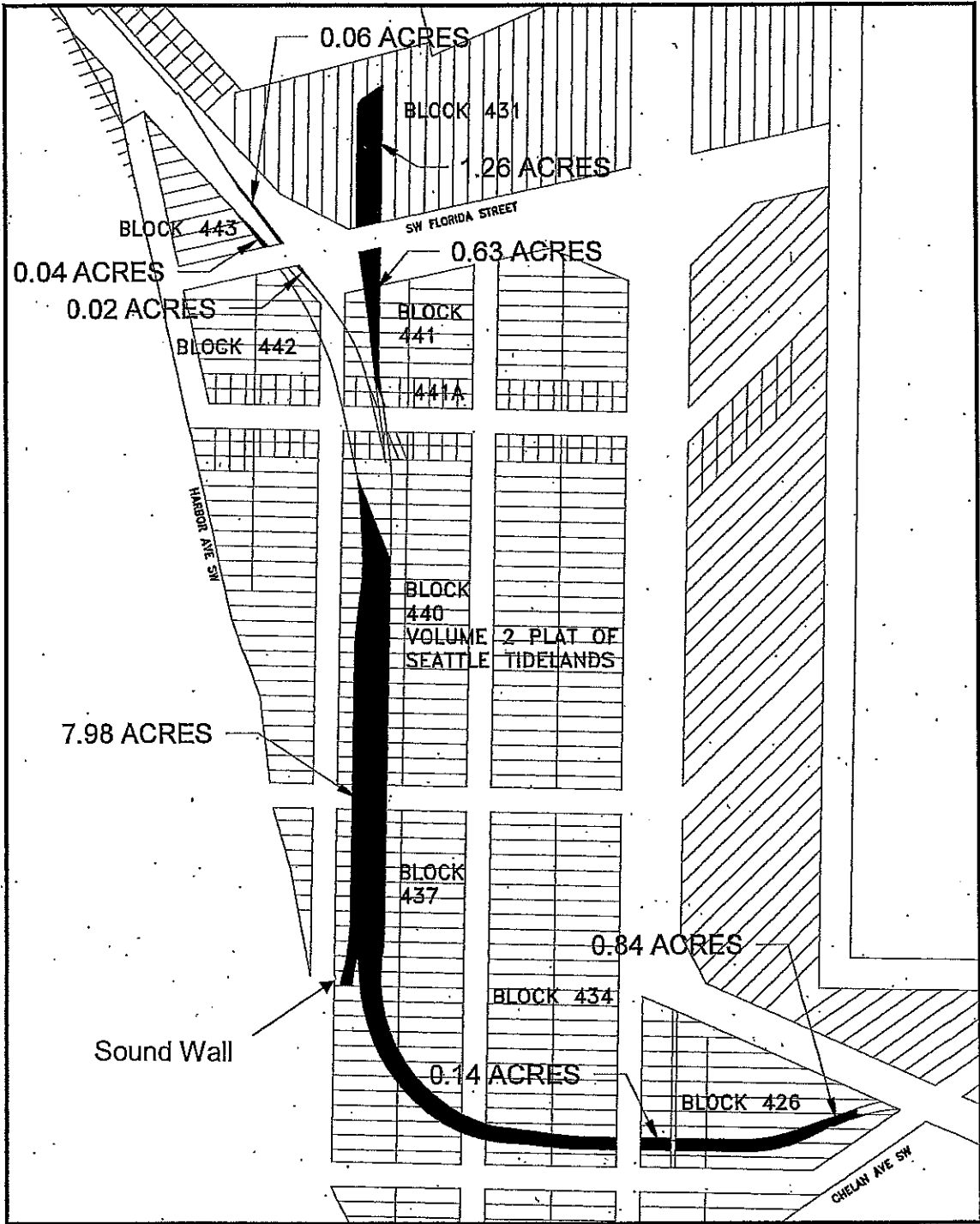
EXHIBIT B
TERMINAL 5 – PORT OF SEATTLE
PORT OF SEATTLE PROPERTY TO BNSF RAILWAY COMPANY
KING COUNTY, WASHINGTON

THENCE S12°27'37"E ALONG THE WESTERLY LINE OF SAID BLOCK 443 A DISTANCE OF 12.79 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 940.37 FEET, WHOSE LONG CHORD BEARS S46°04'36"E A DISTANCE OF 103.40 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 103.45 FEET THROUGH A CENTRAL ANGLE OF 06°18'12" TO THE EASTERLY LINE OF SAID BLOCK 443 AND A NON-TANGENTIAL LINE;
THENCE S42°31'28"E ALONG SAID EASTERLY LINE OF SAID BLOCK 443 A DISTANCE OF 428.47 FEET;
THENCE S37°13'33"E A DISTANCE OF 194.27 FEET TO THE NORTHERLY RIGHT OF WAY OF SOUTHWEST FLORIDA STREET AND THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF BNSF RAILWAY COMPANY RIGHT OF WAY THEREOF.

ALL SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.





Parametrix DATE: Jul 28, 2010



EXHIBIT B
TERMINAL 5 - PORT OF SEATTLE
PORT OF SEATTLE TO BNSF RAILWAY COMPANY
KING COUNTY, WASHINGTON

EXHIBIT C
TERMINAL 5 – PORT OF SEATTLE
PORT OF SEATTLE TO BNSF RAILWAY COMPANY UPON
STREET VACATION
KING COUNTY, WASHINGTON

THAT PORTION OF SW FLORIDA STREET DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M.; THENCE N01°40'17"E ALONG THE WEST LINE OF SAID SECTION 12 A DISTANCE OF 2700.49 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 12; THENCE S53°37'13"E A DISTANCE OF 953.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF HARBOR AVENUE SOUTHWEST SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY OF SOUTHWEST FLORIDA STREET AND ON THE SOUTH LINE OF BLOCK 443 OF VOLUME 2 OF PLAT OF SEATTLE TIDELANDS; THENCE N77°50'29"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 352.78 FEET TO THE POINT OF **BEGINNING**;

THENCE CONTINUING N77°50'29"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 20.79 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 443;
THENCE N77°50'25"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 61.43 FEET;
THENCE S37°11'36"E A DISTANCE OF 110.37 FEET TO THE SOUTHERLY RIGHT OF WAY OF SW FLORIDA STREET;
THENCE S77°50'29"W ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 82.65 FEET;
THENCE N36°59'32"W A DISTANCE OF 110.19 FEET TO THE POINT OF **BEGINNING**.

CONTAINING 0.19 ACRES MORE OR LESS.

TOGETHER WITH:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M.; THENCE N01°40'17"E ALONG THE WEST LINE OF SAID SECTION 12 A DISTANCE OF 2700.49 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 12; THENCE S53°37'13"E A DISTANCE OF 953.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF HARBOR AVENUE SOUTHWEST SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY OF SOUTHWEST FLORIDA STREET AND ON THE SOUTH LINE OF BLOCK 443 OF VOLUME 2 OF PLAT OF SEATTLE TIDELANDS; THENCE N77°50'29"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 373.57 FEET TO THE SOUTHEAST CORNER OF BLOCK 443 OF SAID SEATTLE TIDELANDS; THENCE CONTINUING N77°50'25"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 338.60 FEET TO THE SOUTHWEST CORNER OF BLOCK 431 OF SAID SEATTLE TIDELANDS PLAT; THENCE N77°50'29"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 31.01 FEET TO THE POINT OF **BEGINNING**;

THENCE CONTINUING N77°50'29"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 103.12 FEET;
THENCE S01°06'39"W A DISTANCE OF 102.75 FEET TO THE SOUTHERLY RIGHT OF WAY OF SW FLORIDA STREET;
THENCE S77°50'29"W ALONG SAID RIGHT OF WAY A DISTANCE OF 89.32 FEET;
THENCE N06°34'25"W A DISTANCE OF 100.48 FEET TO THE POINT OF **BEGINNING**.

CONTAINING 0.22 ACRES MORE OR LESS.

TOGETHER WITH:

THAT PORTION OF 26TH AVENUE SOUTHWEST DESCRIBED AS FOLLOWS:

EXHIBIT C
TERMINAL 5 – PORT OF SEATTLE
PORT OF SEATTLE TO BNSF RAILWAY COMPANY UPON
STREET VACATION
KING COUNTY, WASHINGTON

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M. THENCE N01°40'42"E ALONG THE WESTERLY LINE OF SAID SECTION A DISTANCE OF 2640.86 FEET TO THE WEST QUARTER CORNER OF SAID SECTION; THENCE N72°02'32"E A DISTANCE OF 3690.89 FEET TO THE MOST SOUTHEASTERLY CORNER OF BLOCK 426 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS;
THENCE N88°51'45"W ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 426 A DISTANCE OF 708.02 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK;
THENCE N01°08'15"E ALONG THE WEST LINE OF SAID BLOCK A DISTANCE OF 69.26 FEET TO THE **POINT OF BEGINNING**;
THENCE CONTINUING N01°08'15"E ALONG SAID WEST LINE A DISTANCE OF 50.99 FEET;
THENCE N88°53'49"W A DISTANCE OF 100.00 FEET TO THE EAST LINE OF BLOCK 434 OF SAID PLAT;
THENCE S01°08'15"W ALONG SAID EAST LINE A DISTANCE OF 50.96 FEET;
THENCE S88°53'03"E A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.12 ACRES MORE OR LESS.

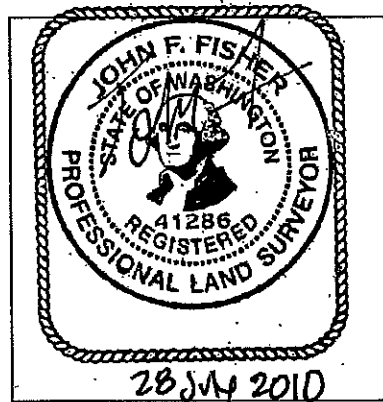
TOGETHER WITH:

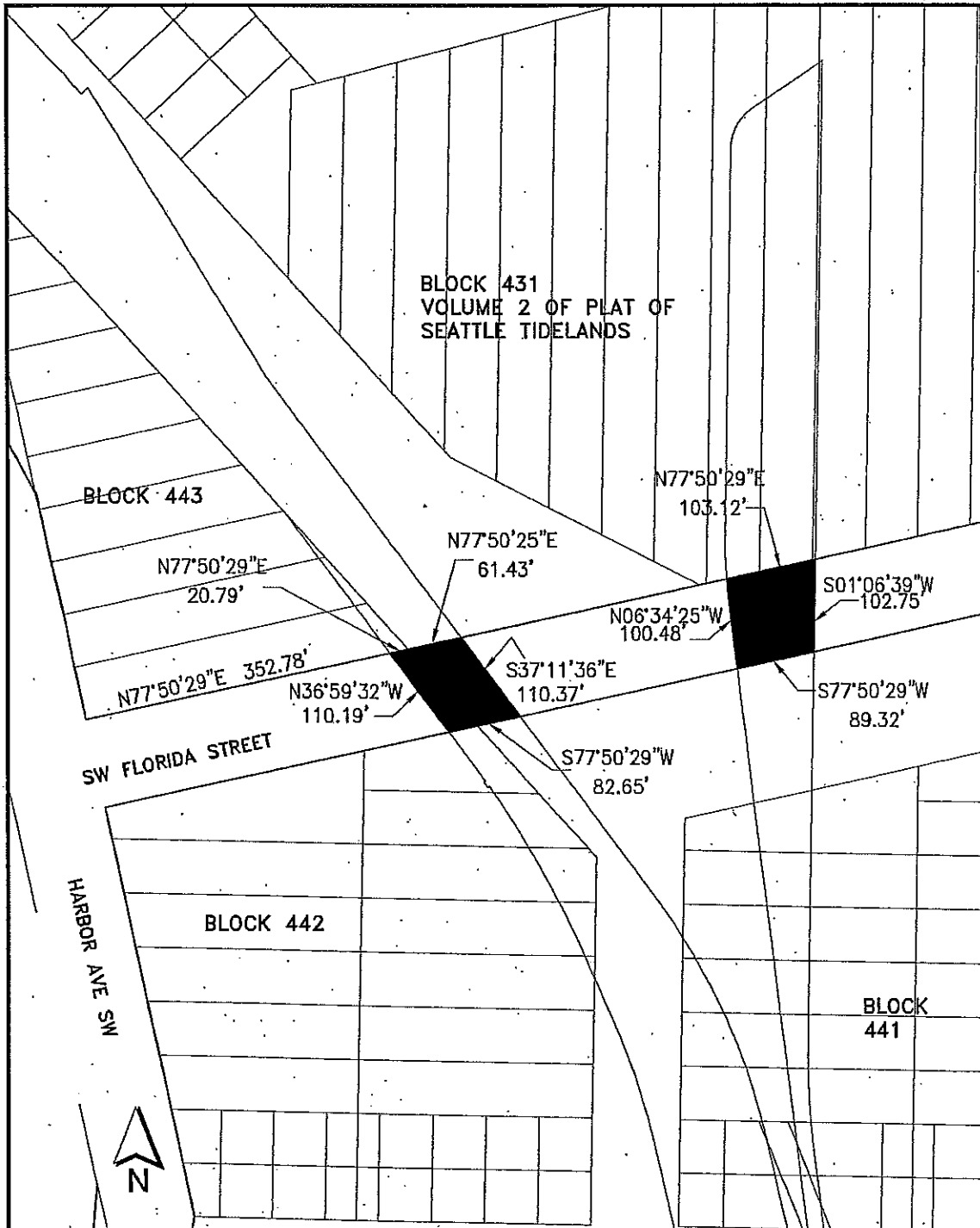
THAT PORTION OF ALLEY RECORDED UNDER RECORDING NUMBER 1178522 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M. THENCE N01°40'42"E ALONG THE WESTERLY LINE OF SAID SECTION A DISTANCE OF 2640.86 FEET TO THE WEST QUARTER CORNER OF SAID SECTION; THENCE N72°02'32"E A DISTANCE OF 3690.89 FEET TO THE MOST SOUTHEASTERLY CORNER OF BLOCK 426 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS;
THENCE N88°51'45"W ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 426 A DISTANCE OF 567.72 FEET THE EASTERLY LINE OF AN ALLEY CONVEYED TO THE CITY OF SEATTLE PER RECORDING NUMBER 1178522;
THENCE N01°08'15"E ALONG SAID EASTERLY LINE A DISTANCE OF 69.31 FEET TO THE **POINT OF BEGINNING**;
THENCE CONTINUING N01°08'15"E ALONG SAID EASTERLY LINE A DISTANCE OF 51.02 FEET;
THENCE N88°53'49"W A DISTANCE OF 18.00 FEET TO THE WESTERLY LINE OF SAID ALLEY;
THENCE S01°08'15"W ALONG SAID WESTERLY LINE A DISTANCE OF 51.01 FEET;
THENCE S88°53'03"E A DISTANCE OF 18.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.02 ACRES MORE OR LESS.

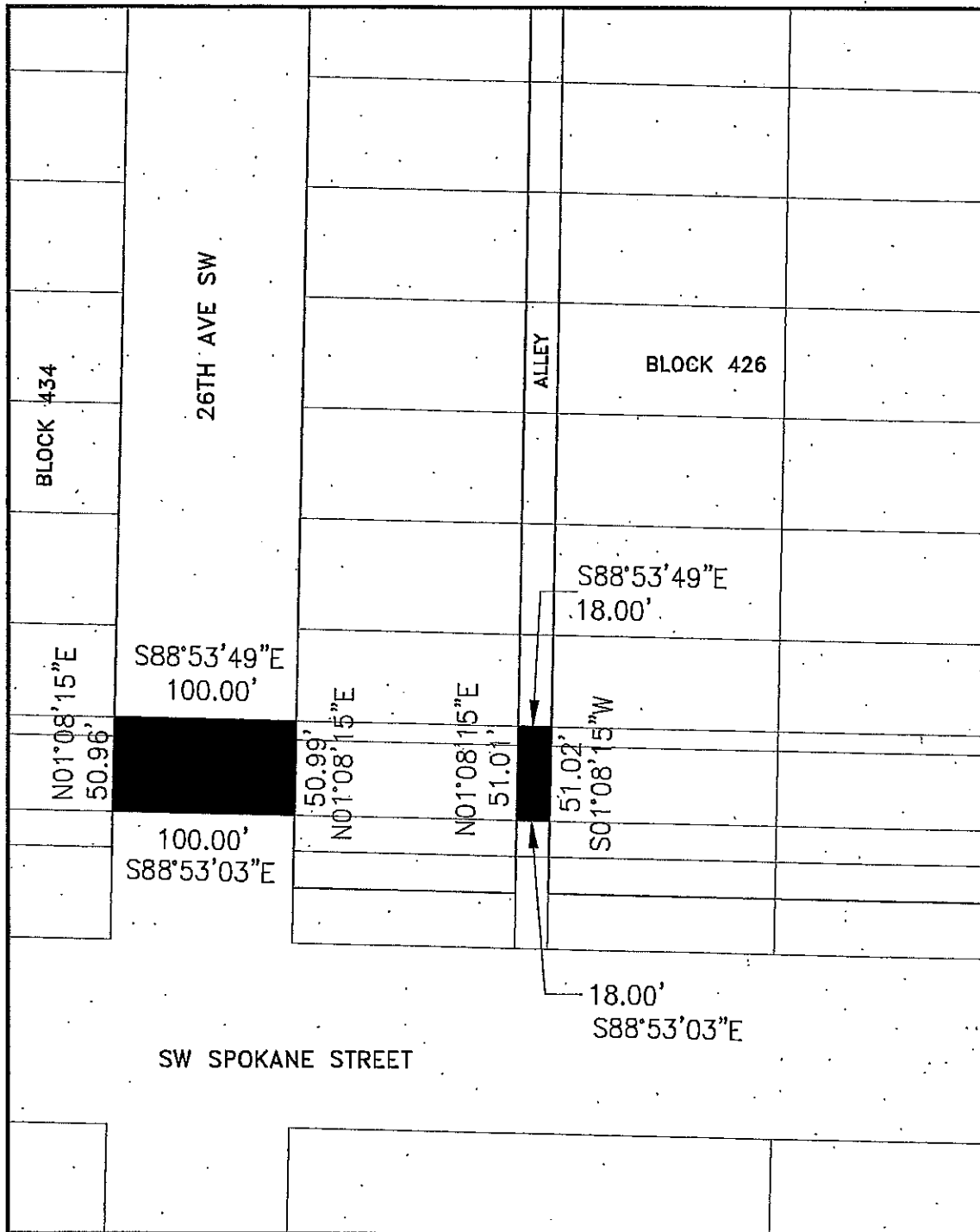
ALL SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.





Parametrix DATE: Jul 28, 2010

EXHIBIT C(1)
TERMINAL 5 - PORT OF SEATTLE
PORT OF SEATTLE TO BNSF RAILWAY COMPANY UPON SW FLORIDA STREET VACATION
KING COUNTY, WASHINGTON



Parametrix DATE: Jul 28, 2010



EXHIBIT C(2)
TERMINAL 5 - PORT OF SEATTLE
VACATIONS TO BNSF RAILWAY COMPANY
KING COUNTY, WASHINGTON

EXHIBIT "D"

Port Lease Termination Agreement

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT ("**Termination Agreement**") is made to be effective as of the _____ day of _____, 20__ (the "**Effective Date**"), by and between the **PORT OF SEATTLE**, a Washington municipal corporation ("**Lessee**"), and **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Lessor**").

RECITALS

- A. Lessor and Lessee entered into that certain Indefinite Term Lease for Land dated November 13, 1996 (the "**Lease**") whereby Lessor leased to Lessee certain real property (the "**Premises**") located at or near the City of Seattle, King County, State of Washington, the Premises being further described in the Lease.
- B. Lessor and Lessee have mutually agreed to terminate the Lease as of _____, 20__.
- C. Lessor and Lessee desire to memorialize the termination of the Lease on the terms and conditions hereinafter set forth.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Defined Terms.** All terms used herein shall have the same meaning as in the Lease unless otherwise defined herein.
2. **Termination Date.** The parties hereby acknowledge and agree that the Lease shall terminate on _____, 20__ (the "**Termination Date**"). Any right that Lessee may possess to the Premises beyond the Termination Date is hereby waived by Lessee.
3. **No Release.** As of the Termination Date, Lessor and Lessee shall have no further obligation to each other or rights under or with regards to the Lease; provided, however, that all of Lessee's indemnification obligations that have accrued but have not been satisfied under the Lease prior to the Termination Date shall survive such termination.
4. **Representations of Lessee.** Lessee hereby represents, with respect to Lessee's rights in and occupancy of the Premises, that the following statements are true as of the Termination Date:
 - (a) Lessee owns and holds the entire interest of Lessee under the Lease;
 - (b) There exist no subleases affecting the Premises or any part thereof;
 - (c) Lessee has not assigned or encumbered Lessee's interest under the Lease or any part thereof;
 - (d) Lessee has not entered into any contracts for the furnishing of any labor or materials with respect to improvements or alterations in or about the Premises that have not been fully performed; and
 - (e) Lessee has full authority to execute and deliver this Termination Agreement.
5. **Entire Agreement.** This Termination Agreement contains the entire agreement between Lessor and Lessee concerning the subject matter hereof, and no oral statements or prior written matter not specifically incorporated herein shall be of any force or effect. No variation, change, or modification of this Termination Agreement shall be binding upon either party hereto unless set forth in a document executed by such parties or a duly authorized agent, officer or representative thereof.
6. **Governing Law and Venue.** This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to conflicts of laws provisions. To the fullest extent permitted

by law any dispute arising under or in connection with this Termination Agreement or related to any subject matter which is the subject of this Termination Agreement shall be subject to the sole and exclusive jurisdiction of the United States District Court for the Western District of Washington. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive. Each party hereto hereby irrevocably consents to the jurisdiction of the United States District Court for the Western District of Washington 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 and that any such dispute which is brought in such court has been brought in an inconvenient forum.

7. **Severability.** If any provision of this Termination Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision will be fully severable and this Termination 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 Termination 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.

8. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Termination Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

9. **Counterparts.** This Termination Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents.

IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the date set forth below each party's signature; to be effective, however, as of the Effective Date set forth above.

LESSEE:

Port of Seattle,
a Washington municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Address:
2711 Alaskan Way
Seattle, WA 98111
Attn: _____

LESSOR:

BNSF Railway Company,
a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

Address:
2500 Lou Menk Drive, AOB-3
Fort Worth, TX 76131
Attn: _____

EXHIBIT F
TERMINAL 5 – PORT OF SEATTLE
BNSF RAILWAY COMPANY ACCESS EASEMENT TO PORT OF SEATTLE
KING COUNTY, WASHINGTON

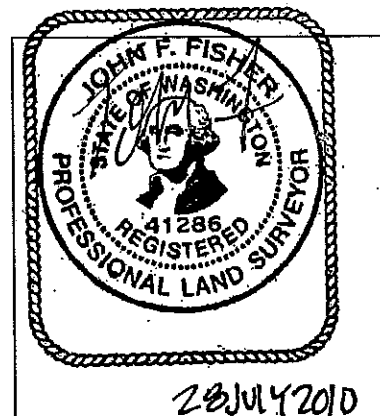
THAT PORTION OF BNSF RAILWAY PROPERTY DESCRIBED AS FOLLOWS:

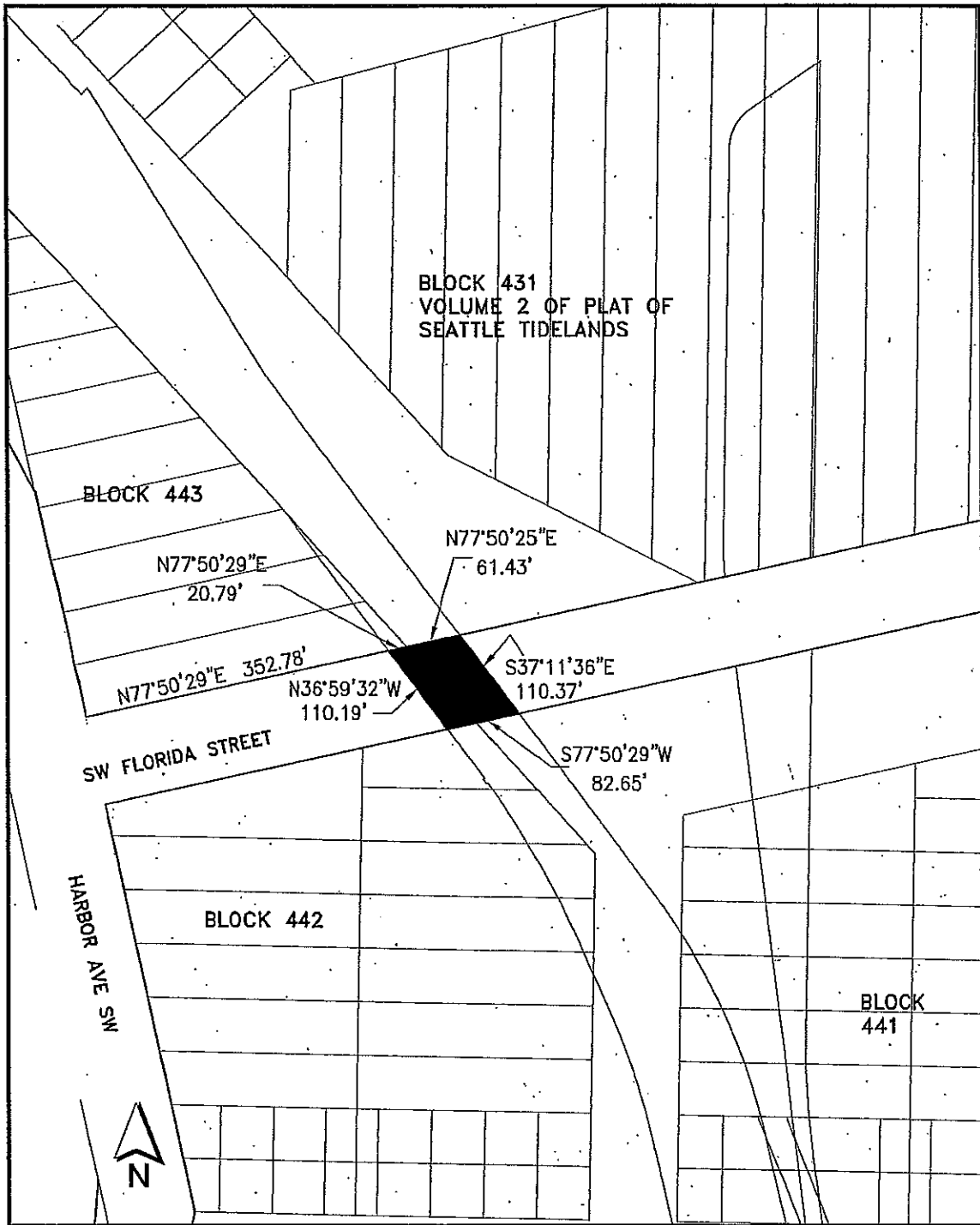
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M.;
THENCE N01°40'17"E ALONG THE WEST LINE OF SAID SECTION 12 A DISTANCE OF 2700.49 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 12;
THENCE S53°37'13"E A DISTANCE OF 953.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF HARBOR AVENUE SOUTHWEST SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY OF SOUTHWEST FLORIDA STREET AND ON THE SOUTH LINE OF BLOCK 443 OF VOLUME 2 OF PLAT OF SEATTLE TIDELANDS; THENCE N77°50'29"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 352.78 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N77°50'29"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 20.79 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 443;
THENCE N77°50'25"E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 61.43 FEET;
THENCE S37°11'36"E A DISTANCE OF 110.37 FEET TO THE SOUTHERLY RIGHT OF WAY OF SW FLORIDA STREET;
THENCE S77°50'29"W ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 82.65 FEET;
THENCE N36°59'32"W A DISTANCE OF 110.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.19 ACRES MORE OR LESS.

ALL SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.





Parametrix DATE: Jul 28, 2010

EXHIBIT F
TERMINAL 5 - PORT OF SEATTLE
BNSF RAILWAY COMPANY EASEMENT TO PORT OF SEATTLE
KING COUNTY, WASHINGTON

EXHIBIT "G"

Form of Port Roadway Easement

EASEMENT AGREEMENT FOR ROADWAY

THIS EASEMENT AGREEMENT FOR ROADWAY ("**Easement Agreement**") is made and entered into as of the ____ day of _____ 20__ ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and the **PORT OF SEATTLE**; a Washington municipal corporation ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Seattle, King County, State of Washington, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below), with such easement to be appurtenant to property described on **Exhibit "B"** attached hereto (the "**Benefitted Property**").

C. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 **Easement Purpose.** The "**Easement Purpose**" shall be non-exclusive vehicular and pedestrian access by Grantee and Grantee's contractors, lessees, and invitees. Grantee shall have no right to occupy or possess the Premises.

1.2 **Grant.** Grantor does hereby grant unto Grantee, for the benefit of the Benefitted Property, a perpetual, non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Laws**"), including without limitation zoning laws, regulations, and ordinances of municipal and other governmental authorities, if any.

1.3 **Reservations by Grantor.** Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

1.3.1 to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;

1.3.2 to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

1.3.3 to use the Premises in any manner as the Grantor in its sole discretion deems appropriate,

provided that Grantor shall use all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

1.4 **Maintenance of Premises.** Grantor shall be responsible for all maintenance obligations with

respect to the Premises, including without limitation the roadway located thereon.

1.5 Term of Easement. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

1.6 Crossings of Railroad Tracks. Grantee acknowledges and agrees that (i) it will be crossing Grantor's tracks and rights-of-way located on the Premises, and (ii) the additional obligations attached hereto as Exhibit "C" and incorporated herein by reference shall apply to Grantor's use of the Premises.

Section 2 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. **GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS THE INTEREST IN THE PREMISES AND ALL PROPERTY INTERESTS AND RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, EXCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PREMISES, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES.** Grantee has inspected or will inspect the Premises, and enters upon Grantor's property with knowledge of its physical condition and the danger inherent on or near the Premises.

Section 3 Nature of Grantor's Interest in the Premises. **GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.** In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 4 Indemnification.

4.1 At Grantee's sole expense, Grantee shall 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 use of the Premises, or from any activity done, permitted, or suffered by Grantee in or about the Premises and shall further indemnify and hold harmless Grantor from and against any and all claims, lawsuits, damages, liabilities, fines, expenses, fees and costs of any kind, arising from any breach or default in the performance of any obligation on Grantee's part to be performed under the terms of this Easement Agreement, or arising from any act or omission of Grantee, or any of Grantee's agents, contractors, or employees, except to the extent directly caused by Grantor's negligence. As used in this **Section 4.1** the term "Grantee" shall include employees, agents, contractors, tenants and persons entering the Premises under the express or implied invitation of Grantee.

4.2 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 Easement Agreement for which Grantee has an obligation to assume liability for and/or save and hold harmless Grantor. Grantee shall 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.

4.3 In conformance with and limited to the applicable effect of §4.24.115 RCW, insofar as this Easement shall be adjudicated a "contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or

other structure, project, development, or improvement attached to real estate" as defined in §4.24.115 RCW and insofar as the indemnity provisions set forth in any of the preceding sections or any rider, amendment or addendum hereto, to indemnify any Indemnitee, or the agents or employees of any Indemnitee, or any legal entity for whose negligence, acts or omissions any of them may be liable, from liability, claims, damages, losses or expenses, including reasonable attorneys' fees, arising out of, in whole or in part, (i) the negligence of any Indemnitee, or of the agents or employees of any Indemnitee, or of any legal entity for whose negligence, acts or omissions any of them may be liable for, such indemnity provisions shall be only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of Grantee or its officers, employees or agents, and (ii) Grantee waives Grantee's immunity under industrial insurance, Title 51 RCW, and this waiver has been mutually negotiated by Grantor and Grantee.

Section 5 Legal Compliance. Grantee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction relating to the use of the Premises.

Section 6 Insurance. During the term of this Easement Agreement, Grantee shall 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 7 Environmental.

7.1 "**Environmental Laws**" shall mean and include any and all local, state or federal laws, rules, orders or regulations in effect during the term of this Easement Agreement, or any part of the term hereof, pertaining to environmental regulation, or the use, processing, storage, housing, disposal, generation or transportation of Hazardous Substances, as defined below. Environmental Laws include, but are not limited to, the following federal statutes, amendments thereto, and any enactments by state or local jurisdictions which address similar subjects: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation Recovery Act, the Hazardous and Solid Waste Amendments 1984, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Water Pollution Control Act, the Federal Clean Air Act, the Federal Clean Water Act, the National Environmental Policy Act, the Hazardous Materials Transportation Act, spill prevention and control legislation, and any regulations promulgated with respect to any such statutes.

7.2 "**Hazardous Substances**" shall mean and include all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, but not limited to, asbestos and materials which include hazardous constituents), or any other similar substances which are defined in, included under, or regulated by any Environmental Law.

7.3 Grantee shall use the Premises in compliance with all applicable Environmental Laws. Grantee shall remediate and clean, to the extent required by Environmental Laws, any spills or releases of Hazardous Substances into the environment to the extent caused by Grantee's use of the Premises during the term hereof.

Section 8 Default and Termination.

8.1 **Default.** In addition to and not in limitation of Grantor's right to suspend Grantee's use of the Crossing pursuant to the provisions of **Section 9 of Exhibit "C"**, if at any time Grantee fails to properly perform its obligations under this Easement Agreement, Grantee shall have a cure period of five (5) days after receipt of notice of default from Grantor for matters involving or related to any condition, including without limitation, any environmental condition, on, about or affecting the Premises, which in Grantor's sole judgment interferes with or endangers Grantor's operations, and a cure period of thirty (30) days after receipt of notice of default from Grantor for all other defaults. At the expiration of such cure period, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, arrange for the performance of such work as Grantor deems necessary for the safety of its operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the Premises with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to

perform any obligations of Grantee shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Grantor's Termination Rights. In addition to and not in limitation of Grantor's right to suspend Grantee's use of the Crossing pursuant to the provisions of **Section 9** of **Exhibit "C"**, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have at law or in equity.

Section 9 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall 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: BNSF Railway Company
2500 Lou Menk Drive – AOB3
Fort Worth, Texas 76131
Attention: General Director Real Estate

If to Grantee: Port of Seattle
P.O. Box 1209
Seattle, WA 98111
Attention: Seaport Managing Director

Section 10 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located.

Section 11 Miscellaneous.

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

11.2 To the fullest extent permitted by law any dispute arising under or in connection with this Easement Agreement or related to any subject matter which is the subject of this Easement Agreement shall be subject to the sole and exclusive jurisdiction of the United States District Court for the Western District of Washington. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive. Each party hereto hereby irrevocably consents to the jurisdiction of the United States District Court for the Western District of Washington 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 and that any such dispute which is brought in such court has been brought in an inconvenient forum.

11.3 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding

run with and be binding upon the Premises.

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

11.5 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement 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 Easement 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.

11.6 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein; provided, however, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement involving the Premises between the parties.

11.7 Time is of the essence for the performance of this Easement Agreement.

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

GRANTOR:

BNSF Railway Company, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

Port of Seattle, a Washington municipal corporation

By: _____
Name: _____
Title: _____

[Acknowledgement Page Follows]

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ___ day of _____, 20___, by _____
_____ (name) as _____ (title) of **BNSF Railway Company**, a
Delaware corporation.

{Seal}

Notary Public

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___, by _____
_____ (name) as _____ (title) of the **Port of Seattle**, a Washington
municipal corporation.

Notary Public

(Seal)

My appointment expires: _____

EXHIBIT "A" to Port Roadway Easement

Premises

EXHIBIT "B" to Port Roadway Easement

Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is hereby executed this ___ day of _____, 20___, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and the **PORT OF SEATTLE**, a Washington municipal corporation ("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in City of Seattle, King County, State of Washington as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement for Roadway, dated _____, 20___ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual. Provisions regulating the use and purposes to which the Easement shall be limited, are set forth in detail in the Easement Agreement and Grantor and Grantee agree to abide by the terms of the Easement Agreement.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

[Signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF Railway Company, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

Port of Seattle, Washington municipal corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____
_____(name) as _____(title) of **BNSF Railway Company**, a Delaware corporation.

{Seal}

Notary Public

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____
_____(name) as _____(title) of the **Port of Seattle**, a Washington municipal corporation.

{Seal}

Notary Public

My appointment expires: _____

EXHIBIT "C" to Port Roadway Road Easement

Grantor hereby acknowledges that Grantee will be crossing Grantor's tracks located within the Premises ("**Crossing**"), subject to the terms set forth in the Easement Agreement to which this **Exhibit "C"** is attached as well as the additional terms set forth below:

1. Grantee shall not disturb any improvements of Grantor or Grantor's existing lessees, Grantees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.

2. It is expressly stipulated that the Crossing is to be a strictly private one, and is not intended for and shall not be for public use. Grantee will cooperate with Grantor's efforts to preserve the private character of the Crossing and prevent its use as a public road. As provided in **Section 9** of this **Exhibit "C"**, Grantor shall have the right to suspend Grantee's use of the Crossing, in the event Grantor determines that Grantee has in any way breached the terms or conditions of the Easement Agreement in a manner such as to create a hazard at the Crossing or otherwise create an unsafe condition at the Crossing.

3. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Crossing, Grantor shall not be liable to Grantee for any damage Grantee sustains in connection therewith.

4. Any contractors or subcontractors using the Crossing on behalf of Grantee shall be deemed agents of Grantee for purposes of the Easement Agreement.

5. Prior to using the Crossing, Grantee shall comply with all of Grantor's reasonable safety rules and regulations of which Grantee is notified in advance.

6. Grantee's right to use the Crossing is non-exclusive, and Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

6.1 to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Crossing;

6.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Crossing; or

6.3 to use the Crossing in any manner as Grantor in its sole discretion deems appropriate.

7. Grantee shall, at its sole cost and expense, use the Crossing in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Grantor, or the safe operation and activities of Grantor. If ordered to cease using the Crossing at any time by Grantor's personnel due to any hazardous condition, Grantee shall immediately do so. Notwithstanding the foregoing right of Grantor, the parties agree that Grantor has no duty or obligation to monitor Grantee's use of the Crossing to determine the safe nature thereof, it being solely Grantee's responsibility to ensure that Grantee's use of the Crossing is safe. Neither the exercise nor the failure by Grantor to exercise any rights granted in this Section will alter the liability allocation provided by the Easement Agreement.

8. Upon termination of the Easement Agreement, Grantor may remove the Crossing and restore the rail corridor to the condition as of the Effective Date without incurring any liability to Grantee.

9. If default shall be made in any of the covenants or agreements of Grantee contained in this **Exhibit "C"**, Grantor may, at its option, suspend Grantee's use of the Crossing until such default is cured, as determined by Grantor in Grantor's sole and absolute discretion. No waiver by Grantor of any

default or defaults shall in any way affect Grantor's ability to enforce any Section of this **Exhibit "C"** or the Easement Agreement. The remedy set forth in this paragraph shall be in addition to, and not in limitation of, any other remedies that Grantor may have in the Easement Agreement or at law or in equity.

10. In the event Grantee conveys, transfers, leases or otherwise grants a right of access and/or use of any interest in all or a portion of Grantee's property which is accessed by the Crossing, Grantee shall notify Grantor in writing of the same within thirty (30) days prior to the date of such conveyance, transfer, lease or grant of access and/or use, and Grantee shall cause any receiver or subsequent holder(s) of such an interest or right ("**Holder**") to: (i) file an application with Grantor's outside contractor, Jones Lang LaSalle Brokerage, Inc. for use of the Crossing, which application may be granted or denied in Grantor's sole discretion; and (ii) upon Grantor's approval of Holder's application, Grantee shall cause Holder to execute Grantor's standard License Agreement then in effect for the use of the Crossing. Grantee may not assign or otherwise transfer, or permit the use of the Crossing by Holder without Grantor's prior written approval for the same and any attempt to do so is a material breach of the Easement Agreement and shall result in the immediate suspension of Grantee's right to use the Crossing.

EXHIBIT H
TERMINAL 5 – PORT OF SEATTLE
VACATION TO BNSF RAILWAY COMPANY
KING COUNTY, WASHINGTON

THAT PORTION OF 26TH AVENUE SOUTHWEST DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M. THENCE N01°40'42"E ALONG THE WESTERLY LINE OF SAID SECTION A DISTANCE OF 2640.86 FEET TO THE WEST QUARTER CORNER OF SAID SECTION; THENCE N72°02'32"E A DISTANCE OF 3690.89 FEET TO THE MOST SOUTHEASTERLY CORNER OF BLOCK 426 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS;
THENCE N88°51'45"W ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 426 A DISTANCE OF 708.02 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK;
THENCE N01°08'15"E ALONG THE WEST LINE OF SAID BLOCK A DISTANCE OF 69.26 FEET TO THE **POINT OF BEGINNING**;
THENCE CONTINUING N01°08'15"E ALONG SAID WEST LINE A DISTANCE OF 50.99 FEET;
THENCE N88°53'49"W A DISTANCE OF 100.00 FEET TO THE EAST LINE OF BLOCK 434 OF SAID PLAT;
THENCE S01°08'15"W ALONG SAID EAST LINE A DISTANCE OF 50.96 FEET;
THENCE S88°53'03"E A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

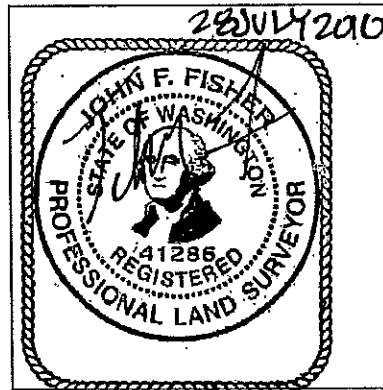
CONTAINING 0.12 ACRES MORE OR LESS.

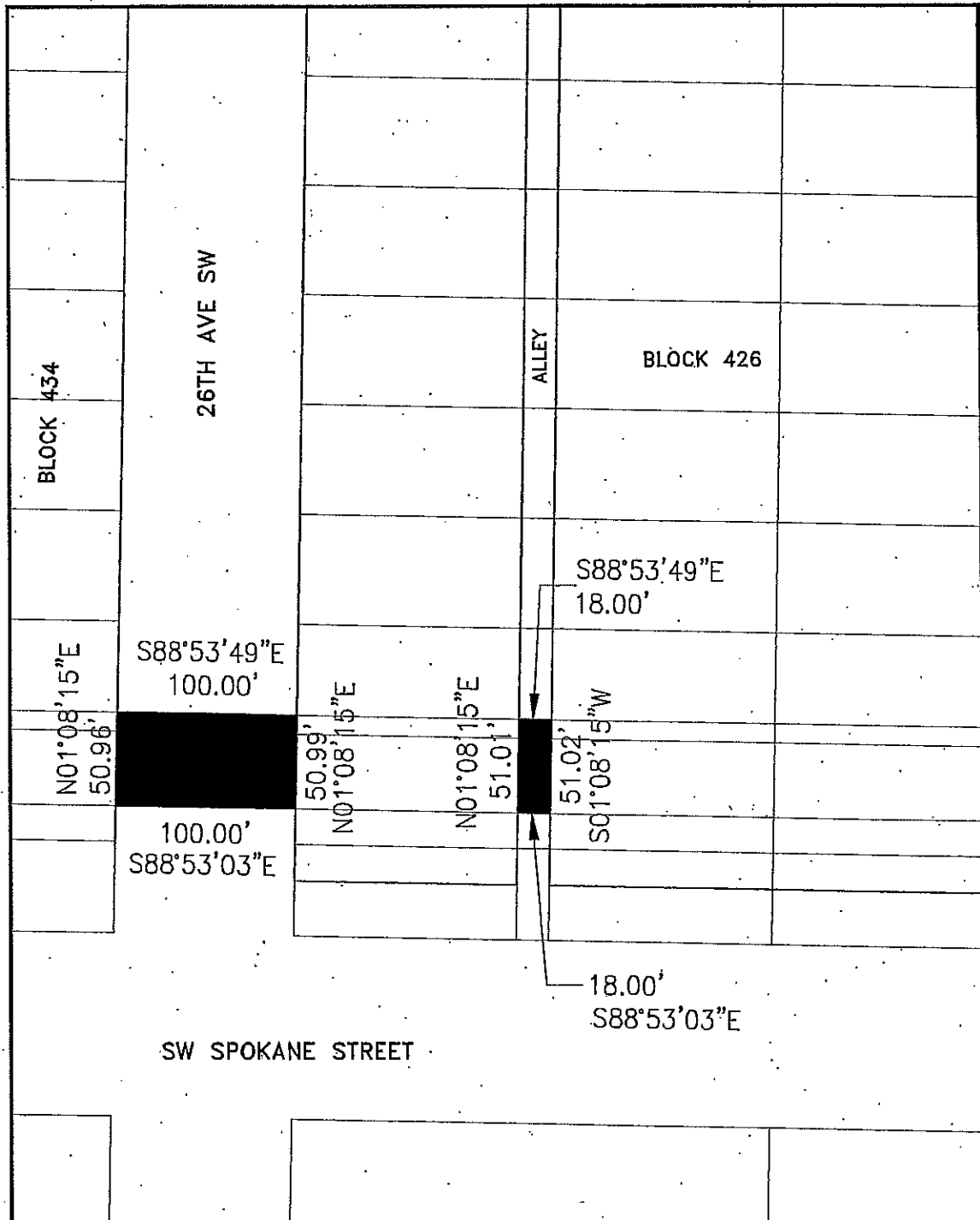
THAT PORTION OF ALLEY RECORDED UNDER RECORDING NUMBER 1178522 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M. THENCE N01°40'42"E ALONG THE WESTERLY LINE OF SAID SECTION A DISTANCE OF 2640.86 FEET TO THE WEST QUARTER CORNER OF SAID SECTION; THENCE N72°02'32"E A DISTANCE OF 3690.89 FEET TO THE MOST SOUTHEASTERLY CORNER OF BLOCK 426 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS;
THENCE N88°51'45"W ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 426 A DISTANCE OF 567.72 FEET THE EASTERLY LINE OF AN ALLEY CONVEYED TO THE CITY OF SEATTLE PER RECORDING NUMBER 1178522;
THENCE N01°08'15"E ALONG SAID EASTERLY LINE A DISTANCE OF 69.31 FEET TO THE **POINT OF BEGINNING**;
THENCE CONTINUING N01°08'15"E ALONG SAID EASTERLY LINE A DISTANCE OF 51.02 FEET;
THENCE N88°53'49"W A DISTANCE OF 18.00 FEET TO THE WESTERLY LINE OF SAID ALLEY;
THENCE S01°08'15"W ALONG SAID WESTERLY LINE A DISTANCE OF 51.01 FEET;
THENCE S88°53'03"E A DISTANCE OF 18.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.02 ACRES MORE OR LESS.

ALL SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.





Parametrix DATE: Jul 29, 2010



EXHIBIT H
TERMINAL 5 - PORT OF SEATTLE
SW 26TH ST VACATION TO BNSF RAILWAY COMPANY
KING COUNTY, WASHINGTON

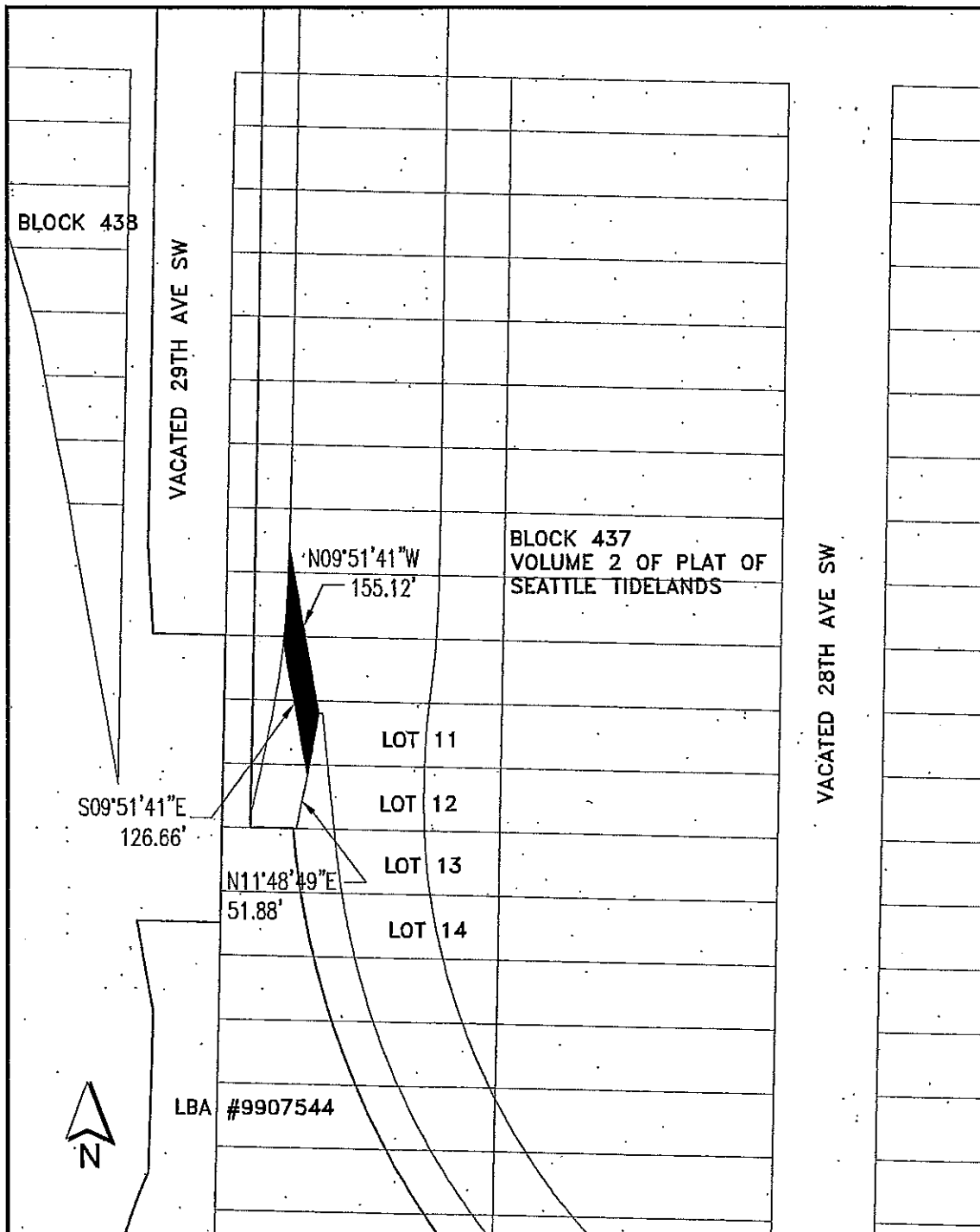


EXHIBIT I
TERMINAL 5 - PORT OF SEATTLE
BNSF ROAD EASEMENT TO PORT OF SEATTLE
KING COUNTY, WASHINGTON.

Parametrix DATE: Jul 28, 2010

EXHIBIT I
TERMINAL 5 – PORT OF SEATTLE
BNSF RAILWAY COMPANY ROAD EASEMENT TO PORT OF SEATTLE
KING COUNTY, WASHINGTON

THAT PORTION OF BNSF RAILWAY COMPANY PARCEL B OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3011466 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M.;
THENCE N01°40'17"E ALONG THE WEST LINE OF SAID SECTION 12 A DISTANCE OF 2700.49 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 12;
THENCE S22°20'32"E FROM SAID WEST QUARTER CORNER A DISTANCE OF 3728.71 FEET;
THENCE S01°08'35"W ALONG THE EASTERLY BOUNDARY OF A TRACT OF LAND CONVEYED TO BIRMINGHAM STEEL BY DEED RECORDED UNDER AFN 9508110942 RECORDS OF KING COUNTY, WASHINGTON A DISTANCE OF 11.88 FEET TO THE NORTH LINE OF LOT 13 OF BLOCK 437 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS;
THENCE S88°51'45"E ALONG SAID NORTH LINE A DISTANCE OF 44.25 FEET;
THENCE N11°48'49"E A DISTANCE OF 51.88 FEET TO THE POINT OF BEGINNING;

THENCE N 10° 21' 10" E A DISTANCE OF 58.23 FEET;
THENCE N 09° 51' 41" W A DISTANCE OF 155.12 FEET;
THENCE S 01° 20' 53" W A DISTANCE OF 8.65 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 825.00 FEET WHOSE LONG CHORD BEARS S04°01'05"W A DISTANCE OF 76.86 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 76.89 FEET THROUGH A CENTRAL ANGLE OF 05°20'24" TO A NON-TANGENTIAL LINE;
THENCE S 09° 51' 41" E A DISTANCE OF 126.66 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.06 ACRES MORE OR LESS.

ALL SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

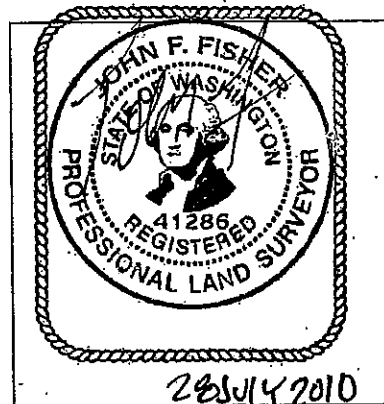


EXHIBIT "I-1"

Form of Road Easement

EASEMENT AGREEMENT FOR ROADWAY

THIS EASEMENT AGREEMENT FOR ROADWAY ("**Easement Agreement**") is made and entered into as of the ____ day of _____ 20__ ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and the **PORT OF SEATTLE**, a Washington municipal corporation ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Seattle, King County, State of Washington, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below), with such easement to be appurtenant to property described on **Exhibit "B"** attached hereto (the "**Benefitted Property**").

C. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 **Easement Purpose.** The "**Easement Purpose**" shall be non-exclusive vehicular and pedestrian access by Grantee and Grantee's contractors, lessees, and invitees. Grantee shall have no right to occupy or possess the Premises.

1.2 **Grant.** Grantor does hereby grant unto Grantee, for the benefit of the Benefitted Property, a perpetual, non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Laws**"), including without limitation zoning laws, regulations, and ordinances of municipal and other governmental authorities, if any.

1.3 **Reservations by Grantor.** Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

1.3.1 to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;

1.3.2 to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

1.3.3 to use the Premises in any manner as the Grantor in its sole discretion deems appropriate,

provided that Grantor shall use all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

1.4 **Maintenance of Premises.** Grantor shall be responsible for all maintenance obligations with

respect to the Premises, including without limitation the road located thereon.

1.5 Term of Easement. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

1.6 Crossings of Railroad Tracks. Grantee acknowledges and agrees that (i) it will be crossing Grantor's tracks and rights-of-way located on the Premises, and (ii) the additional obligations attached hereto as Exhibit "C" and incorporated herein by reference shall apply to Grantor's use of the Premises.

Section 2 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. **GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS THE INTEREST IN THE PREMISES AND ALL PROPERTY INTERESTS AND RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, EXCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PREMISES, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES.** Grantee has inspected or will inspect the Premises, and enters upon Grantor's property with knowledge of its physical condition and the danger inherent on or near the Premises.

Section 3 Nature of Grantor's Interest in the Premises. **GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.** In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 4 Indemnification.

4.1 At Grantee's sole expense, Grantee shall 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 use of the Premises, or from any activity done, permitted, or suffered by Grantee in or about the Premises and shall further indemnify and hold harmless Grantor from and against any and all claims, lawsuits, damages, liabilities, fines, expenses, fees and costs of any kind, arising from any breach or default in the performance of any obligation on Grantee's part to be performed under the terms of this Easement Agreement, or arising from any act or omission of Grantee, or any of Grantee's agents, contractors, or employees, except to the extent directly caused by Grantor's negligence. As used in this **Section 4.1** the term "Grantee" shall include employees, agents, contractors, tenants and persons entering the Premises under the express or implied invitation of Grantee.

4.2 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 Easement Agreement for which Grantee has an obligation to assume liability for and/or save and hold harmless Grantor. Grantee shall 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.

4.3 In conformance with and limited to the applicable effect of §4.24.115 RCW, insofar as this Easement shall be adjudicated a "contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or

other structure, project, development, or improvement attached to real estate" as defined in §4.24.115 RCW and insofar as the indemnity provisions set forth in any of the preceding sections or any rider, amendment or addendum hereto, to indemnify any Indemnitee, or the agents or employees of any Indemnitee, or any legal entity for whose negligence, acts or omissions any of them may be liable, from liability, claims, damages, losses or expenses, including reasonable attorneys' fees, arising out of, in whole or in part, (i) the negligence of any Indemnitee, or of the agents or employees of any Indemnitee, or of any legal entity for whose negligence, acts or omissions any of them may be liable for, such indemnity provisions shall be only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of Grantee or its officers, employees or agents, and (ii) Grantee waives Grantee's immunity under industrial insurance, Title 51 RCW, and this waiver has been mutually negotiated by Grantor and Grantee.

Section 5 Legal Compliance. Grantee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction relating to the use of the Premises.

Section 6 Insurance. During the term of this Easement Agreement, Grantee shall 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 7 Environmental.

7.1 "**Environmental Laws**" shall mean and include any and all local, state or federal laws, rules, orders or regulations in effect during the term of this Easement Agreement, or any part of the term hereof, pertaining to environmental regulation, or the use, processing, storage, housing, disposal, generation or transportation of Hazardous Substances, as defined below. Environmental Laws include, but are not limited to, the following federal statutes, amendments thereto, and any enactments by state or local jurisdictions which address similar subjects: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation Recovery Act, the Hazardous and Solid Waste Amendments 1984, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Water Pollution Control Act, the Federal Clean Air Act, the Federal Clean Water Act, the National Environmental Policy Act, the Hazardous Materials Transportation Act, spill prevention and control legislation, and any regulations promulgated with respect to any such statutes.

7.2 "**Hazardous Substances**" shall mean and include all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, but not limited to, asbestos and materials which include hazardous constituents), or any other similar substances which are defined in, included under, or regulated by any Environmental Law.

7.3 Grantee shall use the Premises in compliance with all applicable Environmental Laws. Grantee shall remediate and clean, to the extent required by Environmental Laws, any spills or releases of Hazardous Substances into the environment to the extent caused by Grantee's use of the Premises during the term hereof.

Section 8 Default and Termination.

8.1 Default. In addition to and not in limitation of Grantor's right to suspend Grantee's use of the Crossing pursuant to the provisions of **Section 9** of **Exhibit "C"**, if at any time Grantee fails to properly perform its obligations under this Easement Agreement, Grantee shall have a cure period of five (5) days after receipt of notice of default from Grantor for matters involving or related to any condition, including without limitation, any environmental condition, on, about or affecting the Premises, which in Grantor's sole judgment interferes with or endangers Grantor's operations, and a cure period of thirty (30) days after receipt of notice of default from Grantor for all other defaults. At the expiration of such cure period, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, arrange for the performance of such work as Grantor deems necessary for the safety of its operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the Premises with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Grantor's Termination Rights. In addition to and not in limitation of Grantor's right to suspend Grantee's use of the Crossing pursuant to the provisions of **Section 9** of Exhibit "C", Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have at law or in equity.

Section 9 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall 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: BNSF Railway Company
2500 Lou Menk Dr. – AOB3
Fort Worth, Texas 76131
Attention: General Director Real Estate

If to Grantee: Port of Seattle
P.O. Box 1209
Seattle, WA 98111
Attention: Managing Director, Seaport Division

Section 10 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B" (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located.

Section 11 Miscellaneous.

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

11.2 To the fullest extent permitted by law any dispute arising under or in connection with this Easement Agreement or related to any subject matter which is the subject of this Easement Agreement shall be subject to the sole and exclusive jurisdiction of the United States District Court for the Western District of Washington. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive. Each party hereto hereby irrevocably consents to the jurisdiction of the United States District Court for the Western District of Washington 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 and that any such dispute which is brought in such court has been brought in an inconvenient forum.

11.3 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall

run with and be binding upon the Premises.

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

11.5 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement 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 Easement 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.

11.6 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein; provided, however, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement involving the Premises between the parties.

11.7 Time is of the essence for the performance of this Easement Agreement.

[Signature and notary page follows]

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

GRANTOR:

BNSF Railway Company, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

Port of Seattle, a Washington municipal corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____ (name) as _____ (title) of **BNSF Railway Company**, a Delaware corporation.

{Seal}

Notary Public

STATE OF _____ §
 §
COUNTY OF _____ §

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

(Seal)

Notary Public

My appointment expires: _____

EXHIBIT "A" to Road Easement

Premises

EXHIBIT "B" to Road Easement

Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is hereby executed this ___ day of _____, 20___, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and the **PORT OF SEATTLE**, a Washington municipal corporation ("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in City of Seattle, King County, State of Washington as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement for Roadway, dated _____, 20___ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual. Provisions regulating the use and purposes to which the Easement shall be limited, are set forth in detail in the Easement Agreement and Grantor and Grantee agree to abide by the terms of the Easement Agreement.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

[Signature and notary page follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF Railway Company, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

Port of Seattle, Washington municipal corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____
_____(name) as _____(title) of **BNSF Railway Company**, a Delaware corporation.

{Seal}

Notary Public

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____
_____(name) as _____(title) of the **Port of Seattle**, a Washington municipal corporation.

(Seal)

Notary Public

My appointment expires: _____

EXHIBIT "C" to Road Easement

Grantor hereby acknowledges that Grantee will be crossing Grantor's tracks located within the Premises ("**Crossing**"), subject to the terms set forth in the Easement Agreement to which this **Exhibit "C"** is attached as well as the additional terms set forth below:

1. Grantee shall not disturb any improvements of Grantor or Grantor's existing lessees, Grantees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.

2. It is expressly stipulated that the Crossing is to be a strictly private one, and is not intended for and shall not be for public use. Grantee will cooperate with Grantor's efforts to preserve the private character of the Crossing and prevent its use as a public road. As provided in **Section 9** of this **Exhibit "C"**, Grantor shall have the right to suspend Grantee's use of the Crossing, in the event Grantor determines that Grantee has in any way breached the terms or conditions of the Easement Agreement in a manner such as to create a hazard at the Crossing or otherwise create an unsafe condition at the Crossing.

3. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Crossing, Grantor shall not be liable to Grantee for any damage Grantee sustains in connection therewith.

4. Any contractors or subcontractors using the Crossing on behalf of Grantee shall be deemed agents of Grantee for purposes of the Easement Agreement.

5. Prior to using the Crossing, Grantee shall comply with all of Grantor's reasonable safety rules and regulations of which Grantee is notified in advance.

6. Grantee's right to use the Crossing is non-exclusive, and Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

6.1 to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Crossing;

6.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Crossing; or

6.3 to use the Crossing in any manner as Grantor in its sole discretion deems appropriate.

7. Grantee shall, at its sole cost and expense, use the Crossing in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Grantor, or the safe operation and activities of Grantor. If ordered to cease using the Crossing at any time by Grantor's personnel due to any hazardous condition, Grantee shall immediately do so. Notwithstanding the foregoing right of Grantor, the parties agree that Grantor has no duty or obligation to monitor Grantee's use of the Crossing to determine the safe nature thereof, it being solely Grantee's responsibility to ensure that Grantee's use of the Crossing is safe. Neither the exercise nor the failure by Grantor to exercise any rights granted in this Section will alter the liability allocation provided by the Easement Agreement.

8. Upon termination of the Easement Agreement, Grantor may remove the Crossing and restore the rail corridor to the condition as of the Effective Date without incurring any liability to Grantee.

9. If default shall be made in any of the covenants or agreements of Grantee contained in this **Exhibit "C"**, Grantor may, at its option, suspend Grantee's use of the Crossing until such default is cured, as determined by Grantor in Grantor's sole and absolute discretion. No waiver by Grantor of any default or defaults shall in any way affect Grantor's ability to enforce any Section of this **Exhibit "C"** or the Easement Agreement. The remedy set forth in this paragraph shall be in addition to, and not in limitation of, any other remedies that Grantor may have in the Easement Agreement or at law or in equity.

10. In the event Grantee conveys, transfers, leases or otherwise grants a right of access and/or use of any interest in all or a portion of Grantee's property which is accessed by the Crossing, Grantee shall notify Grantor in writing of the same within thirty (30) days prior to the date of such conveyance, transfer, lease or grant of access and/or use, and Grantee shall cause any receiver or subsequent holder(s) of such an interest or right ("**Holder**") to: (i) file an application with Grantor's outside contractor, Jones Lang LaSalle Brokerage, Inc. for use of the Crossing, which application may be granted or denied in Grantor's sole discretion; and (ii) upon Grantor's approval of Holder's

application, Grantee shall cause Holder to execute Grantor's standard License Agreement then in effect for the use of the Crossing. Grantee may not assign or otherwise transfer, or permit the use of the Crossing by Holder without Grantor's prior written approval for the same and any attempt to do so is a material breach of the Easement Agreement and shall result in the immediate suspension of Grantee's right to use the Crossing.

EXHIBIT "J"

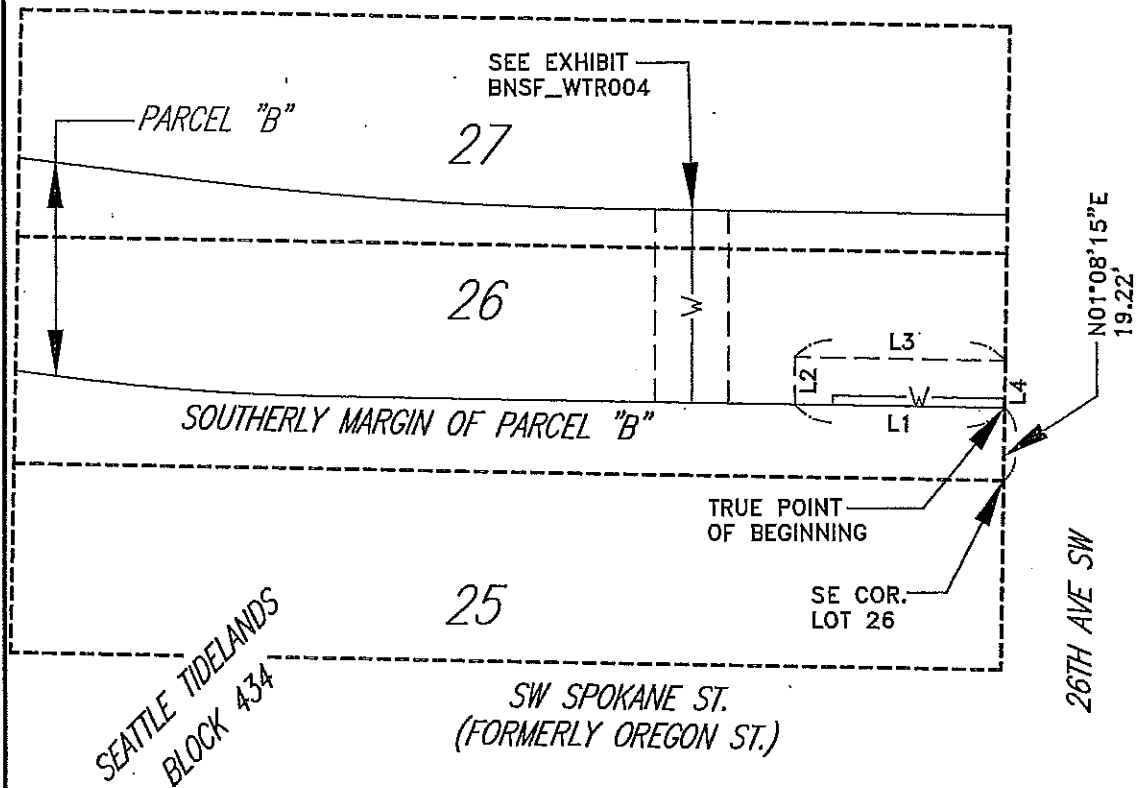
1-69

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON

- L1 = N88°53'03"W 56.11'
- L2 = N00°21'44"E 12.50'
- L3 = S88°49'33"E 56.28'
- L4 = S01°08'15"W 12.45'



N.T.S.



TOTAL EASEMENT AREA
701 SQ.FT.
0.02 AC



T-5 UTILITY EASEMENT
PORT OF SEATTLE
WATER UTILITIES

EASEMENT EXHIBIT

BNSF_WTR003

DATE
08/19/2010

SHEET NO.

1 OF 1

**PORT OF SEATTLE
WATER UTILITY EASEMENT**

THAT PORTION OF LOT 26, BLOCK 434, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, DESCRIBED AS FOLLOWS:

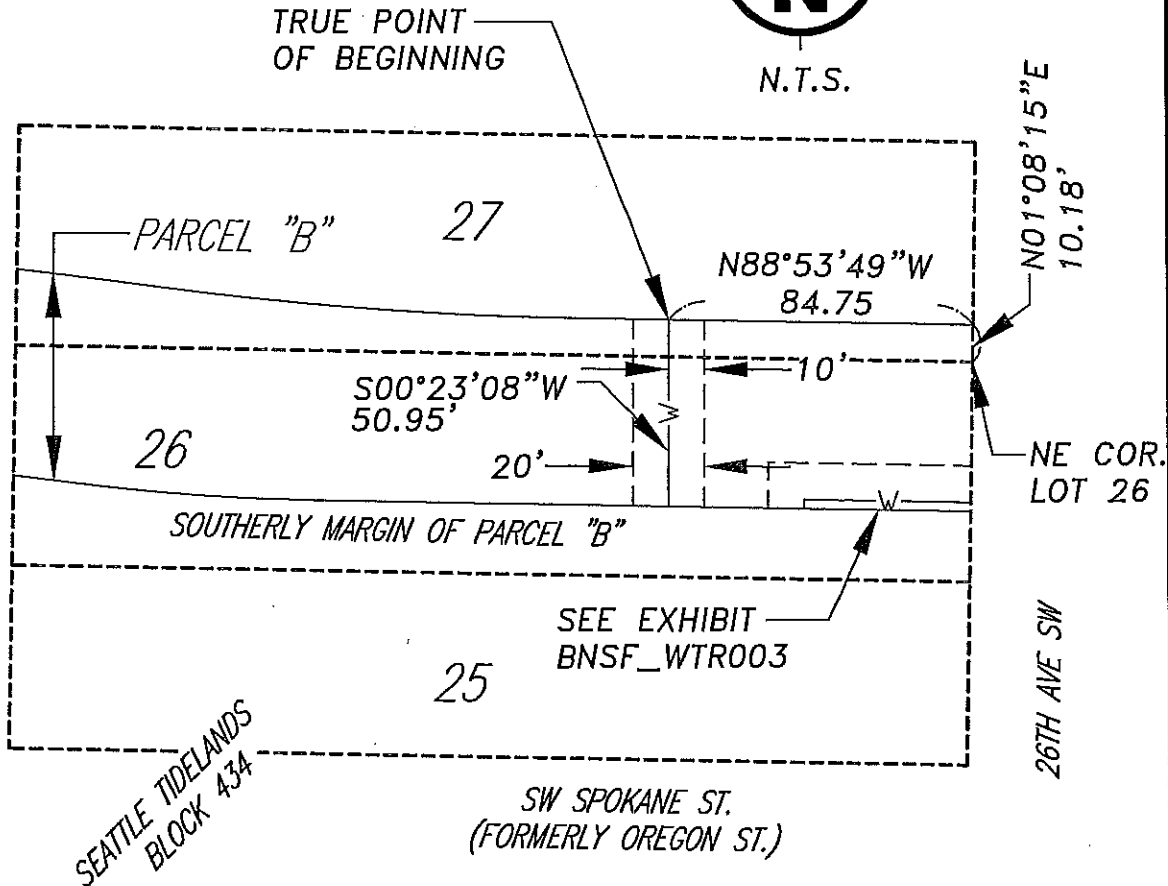
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 26;
THENCE NORTH 01°08'15" EAST, ALONG THE EASTERLY LINE OF SAID LOT 26, A DISTANCE OF 19.22 FEET TO THE SOUTHERLY MARGIN OF SAID PARCEL "B" AND A TRUE POINT OF BEGINNING ;
THENCE NORTH 88°53'03" WEST, ALONG SOUTHERLY MARGIN OF SAID PARCEL, A DISTANCE OF 56.11 FEET;
THENCE NORTH 00°21'44" EAST, A DISTANCE OF 12.50 FEET;
THENCE SOUTH 88°49'33" EAST, A DISTANCE OF 56.28 FEET TO THE EASTERLY MARGIN OF SAID LOT 26;
THENCE SOUTH 01°08'15" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 12.45 FEET TO THE SOUTHERLY MARGIN OF SAID PARCEL AND THE TRUE POINT OF BEGINNING.

CONTAINING 701 SQUARE FEET OR 0.02 ACRES MORE OR LESS

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



N.T.S.



TOTAL EASEMENT AREA
1,019 SQ.FT.
0.02 AC



T-5 UTILITY EASEMENT
PORT OF SEATTLE
WATER UTILITIES

EASEMENT EXHIBIT

BNSF_WTR004

DATE
08/19/2010

SHEET NO.

1 OF 1

**PORT OF SEATTLE
WATER UTILITY EASEMENT**

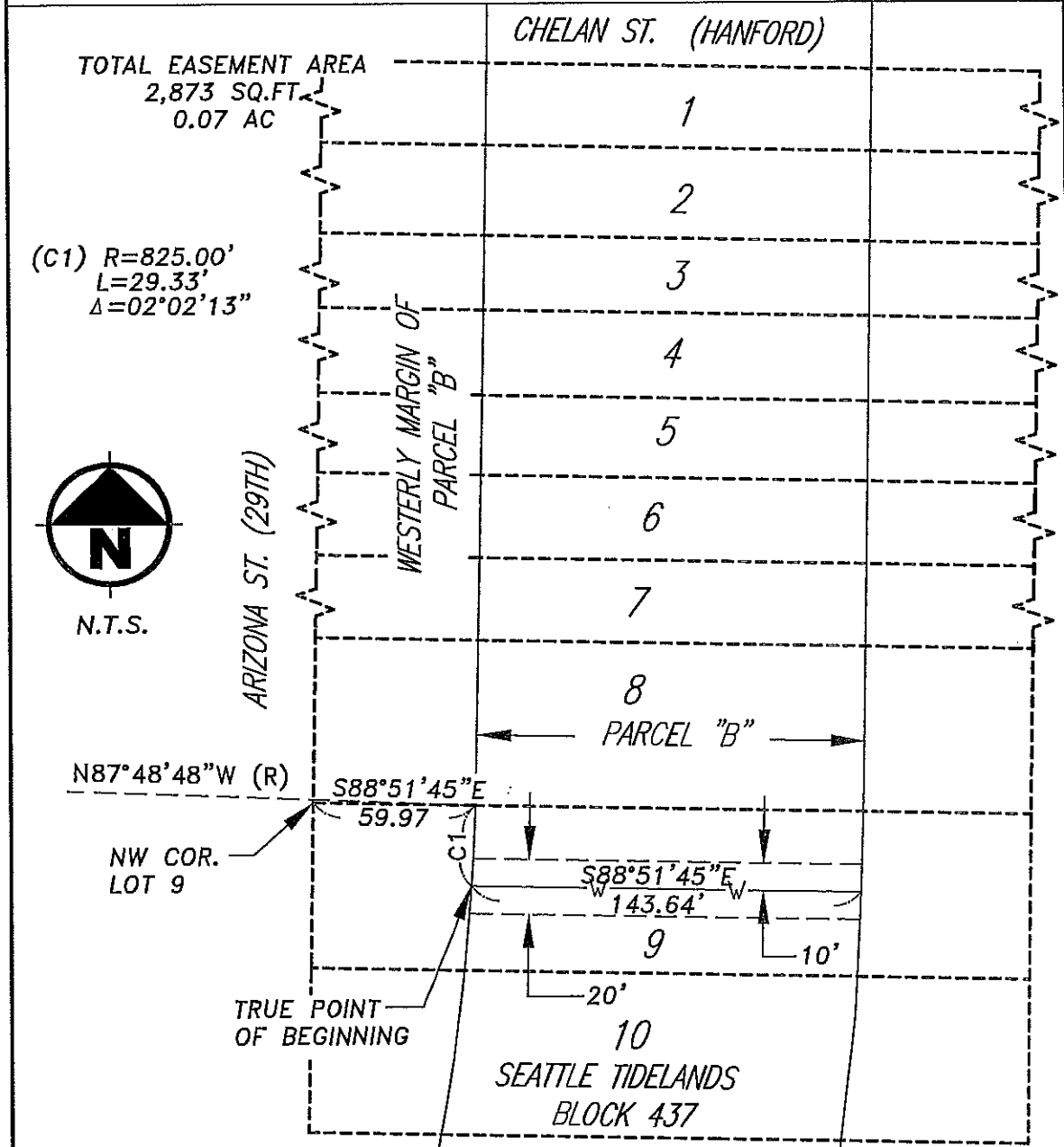
A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 26, BLOCK 434, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE NORTH 01°08'15" EAST, ALONG THE EASTERLY MARGIN OF LOT 27, SAID BLOCK 434, A DISTANCE OF 10.18 FEET TO THE NORTHERLY MARGIN OF SAID PARCEL "B"; THENCE NORTH 88°53'49" WEST, A DISTANCE OF 84.75 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE; THENCE SOUTH 00°23'08" WEST, A DISTANCE OF 50.95 FEET TO THE SOUTHERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND TO TERMINATE AT SAID NORTHERLY AND SOUTHERLY MARGINS.

CONTAINING 1,019 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



T-5 UTILITY EASEMENT
PORT OF SEATTLE
WATER UTILITIES

EASEMENT EXHIBIT

BNSF_WTR005

DATE
08/17/2010

SHEET NO.

1 OF 1

**PORT OF SEATTLE
WATER UTILITY EASEMENT**

A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

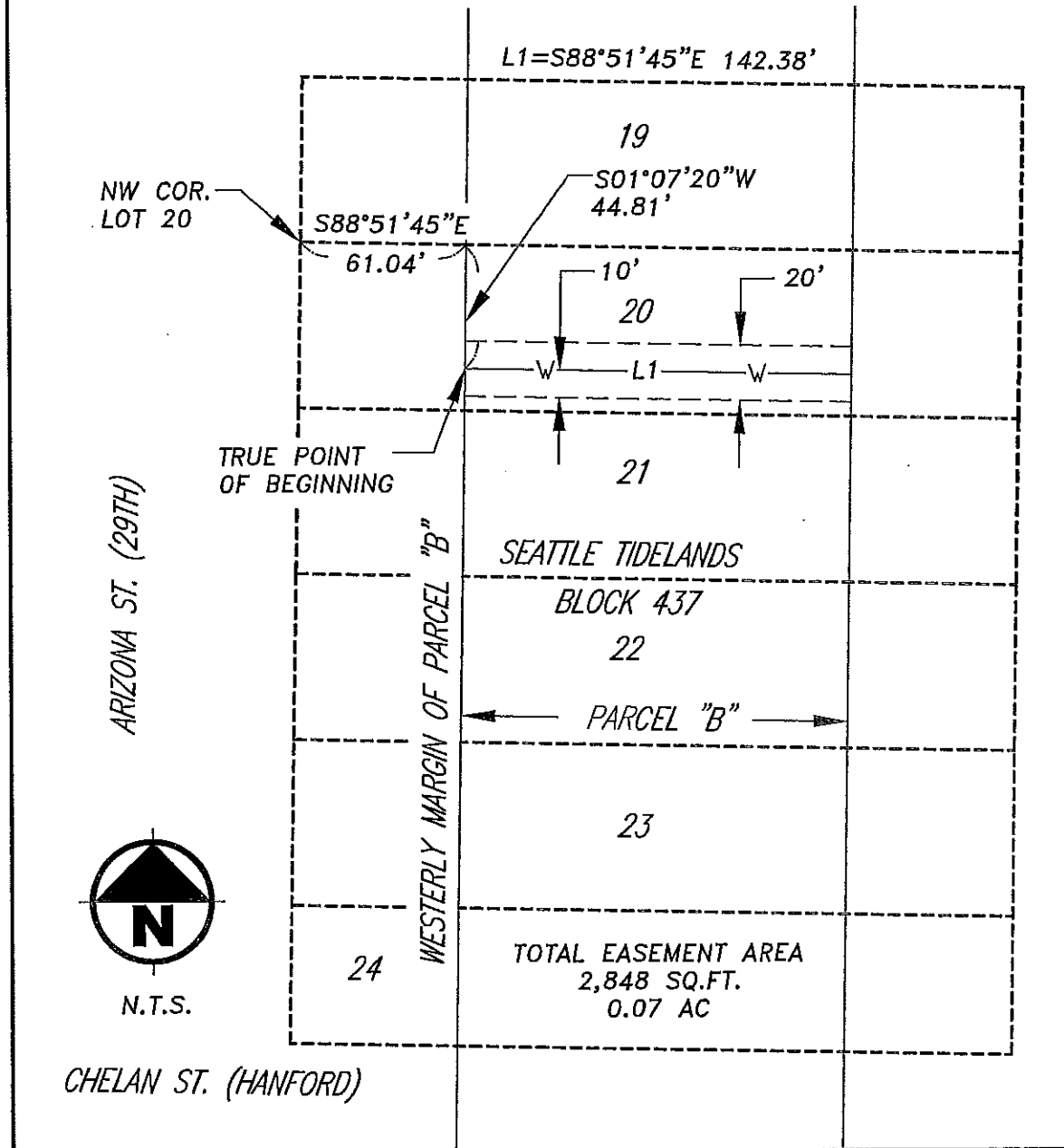
COMMENCING AT THE NORTHWEST CORNER OF LOT 9, BLOCK 437, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE SOUTH 88°51'45" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 9, A DISTANCE OF 59.97 FEET TO THE WESTERLY MARGIN OF SAID PARCEL AND TO A NON-RADIAL INTERSECTION WITH AN ARC OF CURVE CONCAVE TO THE NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 87°48'48" WEST, 825.00 FEET DISTANT; THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°02'13", A DISTANCE OF 29.33 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE SOUTH 88°51'45" EAST, A DISTANCE OF 143.64 FEET TO THE EASTERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND TO TERMINATE AT SAID WESTERLY AND EASTERLY MARGINS.

CONTAINING 2,873 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

PORTION OF
SECTION 12 TWN. 24 N., RNG. 03 E., W.M.
KING COUNTY, WASHINGTON



T-5 UTILITY EASEMENT
PORT OF SEATTLE
WATER UTILITIES
EASEMENT EXHIBIT

BNSF_WTR006
DATE 08/11/2010
SHEET NO. 1 OF 1

**PORT OF SEATTLE
WATER UTILITY EASEMENT**

A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

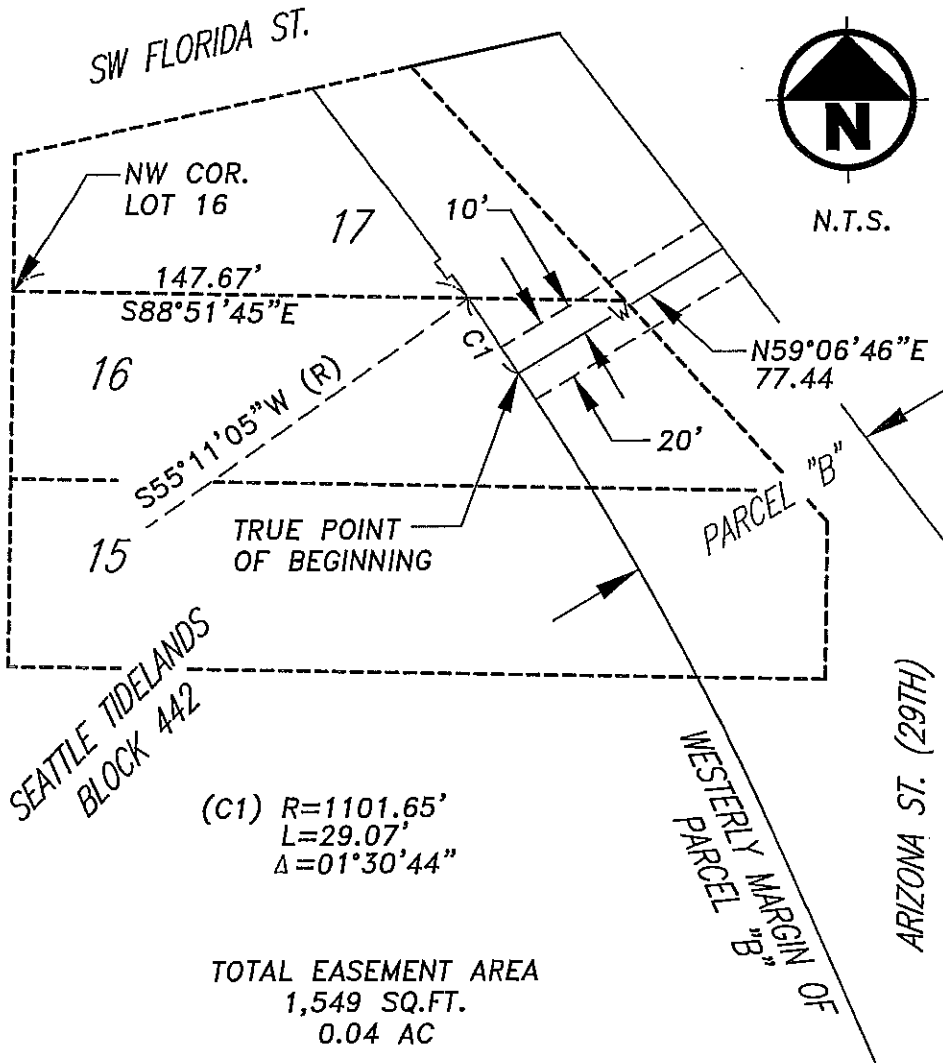
COMMENCING AT THE NORTHWEST CORNER OF LOT 20, BLOCK 437, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE SOUTH 88°51'45" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 20, A DISTANCE OF 61.04 FEET TO THE WESTERLY MARGIN OF SAID PARCEL; THENCE SOUTH 01° 07'20" WEST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 44.81 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE SOUTH 88°51'45" EAST, A DISTANCE OF 142.38 FEET TO THE EASTERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND TO TERMINATE AT SAID WESTERLY AND EASTERLY MARGINS.

CONTAINING 2,848 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

PORTION OF
SECTION 12 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



N.T.S.



T-5 UTILITY EASEMENT
PORT OF SEATTLE
WATER UTILITIES

EASEMENT EXHIBIT

BNSF_WTR007

DATE
09/28/2010

SHEET NO.

1 OF 1

**PORT OF SEATTLE
WATER UTILITY EASEMENT**

A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

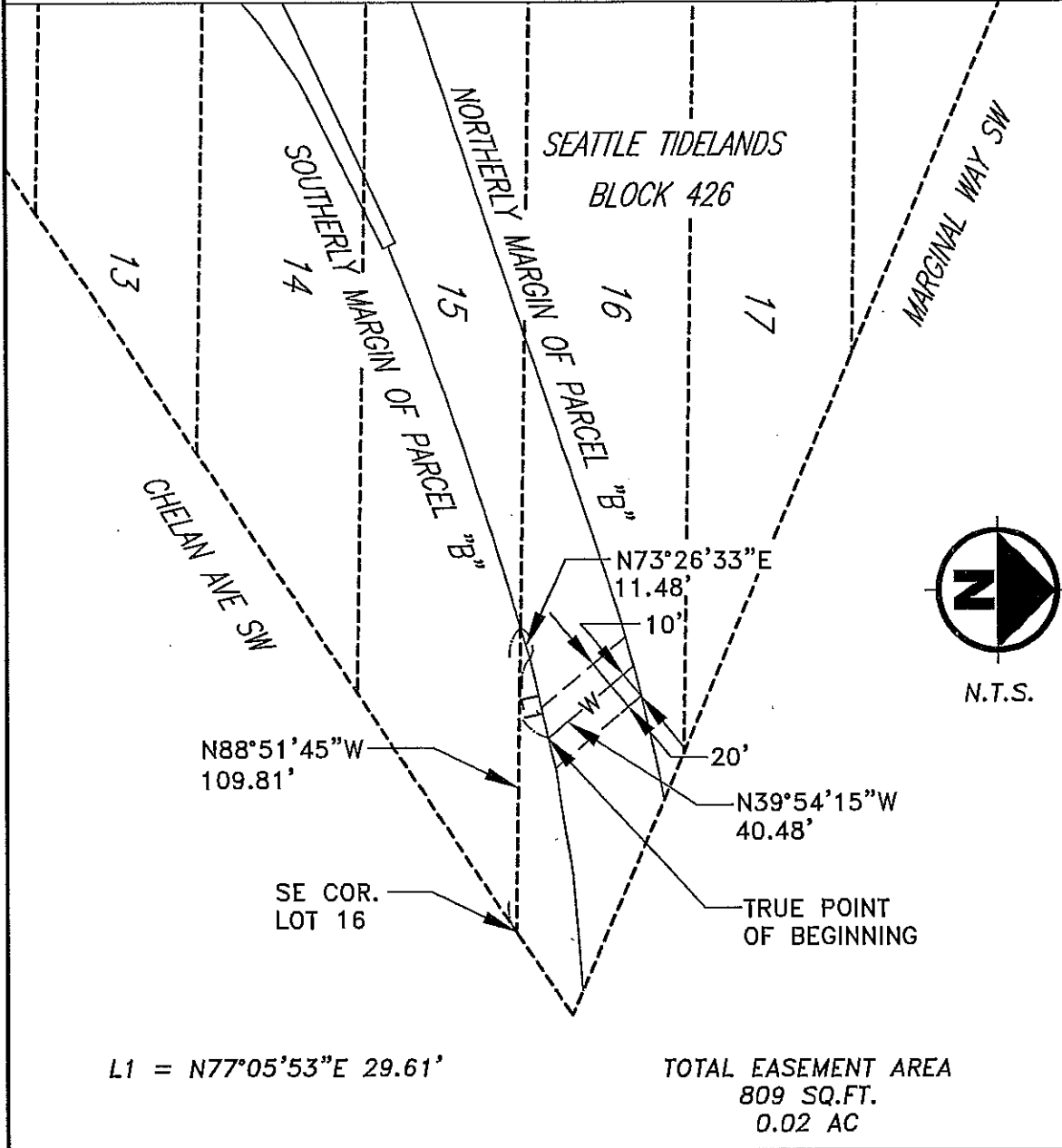
COMMENCING AT THE NORTHWEST CORNER OF LOT 16, BLOCK 442, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE SOUTH 88°51'45" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 16, A DISTANCE OF 147.67 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF CURVE CONCAVE TO THE SOUTHWEST FROM WHICH ITS CENTER BEARS SOUTH 55°11'05" WEST, 1101.65 FEET DISTANT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°30'44", A DISTANCE OF 29.07 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE NORTH 59°06'46" EAST, A DISTANCE OF 77.44 FEET TO THE EASTERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND TO TERMINATE AT SAID WESTERLY AND EASTERLY MARGINS.

CONTAINING 1,549 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



N.T.S.



T-5 UTILITY EASEMENT
PORT OF SEATTLE
WATER UTILITIES

EASEMENT EXHIBIT

BNSF_WTR001

DATE
09/30/2010

SHEET NO.

1 OF 1

**PORT OF SEATTLE
WATER UTILITY EASEMENT**

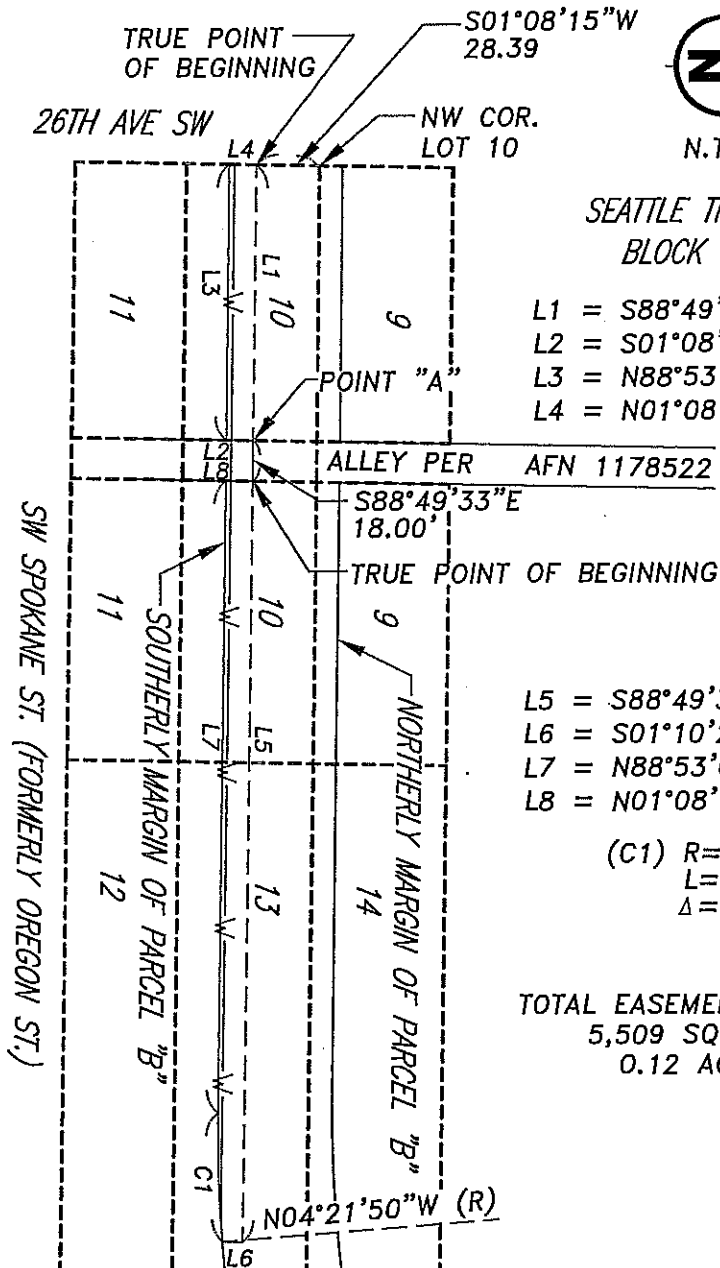
A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 16, BLOCK 426, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE NORTH 88°51'45" WEST, ALONG THE SOUTHERLY LINE OF LOT 16, SAID BLOCK 426, A DISTANCE OF 109.81 FEET TO THE SOUTHERLY MARGIN OF SAID PARCEL "B"; THENCE NORTH 73°26'33" EAST ALONG SAID SOUTHERLY MARGIN OF PARCEL "B", A DISTANCE OF 11.48 FEET; THENCE NORTH 77°05'53" EAST ALONG SAID MARGIN, A DISTANCE OF 29.01 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 39°54'15" WEST, A DISTANCE OF 40.48 FEET TO THE NORTHERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND TO TERMINATE AT SAID NORTHERLY AND SOUTHERLY MARGINS.

CONTAINING 809 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



SEATTLE TIDELANDS
BLOCK 426

- L1 = $S88^{\circ}49'33''E$ 122.29'
- L2 = $S01^{\circ}08'15''W$ 12.22'
- L3 = $N88^{\circ}53'03''W$ 122.30'
- L4 = $N01^{\circ}08'15''E$ 12.34'

- L5 = $S88^{\circ}49'33''E$ 337.44'
- L6 = $S01^{\circ}10'27''W$ 9.11'
- L7 = $N88^{\circ}53'03''W$ 280.14'
- L8 = $N01^{\circ}08'15''E$ 12.20'

(C1) $R=600.00'$
 $L=57.38'$
 $\Delta=05^{\circ}28'47''$

TOTAL EASEMENT AREA
5,509 SQ.FT.
0.12 AC



T-5 UTILITY EASEMENT
PORT OF SEATTLE
WATER UTILITIES
EASEMENT EXHIBIT

BNSF_WTR002	
DATE	10/04/2010
SHEET NO.	1 OF 1

**PORT OF SEATTLE
WATER UTILITY EASEMENT**

THAT PORTION OF LOT 10, BLOCK 426, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON, SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 01°08'15" WEST, ALONG THE WESTERLY MARGIN OF SAID LOT, A DISTANCE OF 28.39 FEET TO THE TRUE POINT OF BEGINNING:

THENCE SOUTH 88°49'33" EAST, A DISTANCE OF 122.29 FEET, TO A POINT HEREON REFERRED TO AS POINT "A" AND ALSO BEING THE WESTERLY MARGIN OF A TRACT OF LAND CONVEYED TO THE CITY OF SEATTLE FOR ALLEY PURPOSES AS DESCRIBED BY DEED FILED UNDER RECORDING NUMBER 1178522, RECORDS OF KING COUNTY, WASHINGTON;
THENCE SOUTH 01°08'15" WEST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 12.22 FEET TO THE SOUTHERLY MARGIN OF SAID PARCEL "B";
THENCE NORTH 88°53'03" WEST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 122.30 FEET TO THE WESTERLY MARGIN OF SAID LOT 10;
THENCE NORTH 01°08'15" EAST, ALONG THE WESTERLY MARGIN OF SAID LOT 10, A DISTANCE OF 12.34 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH:

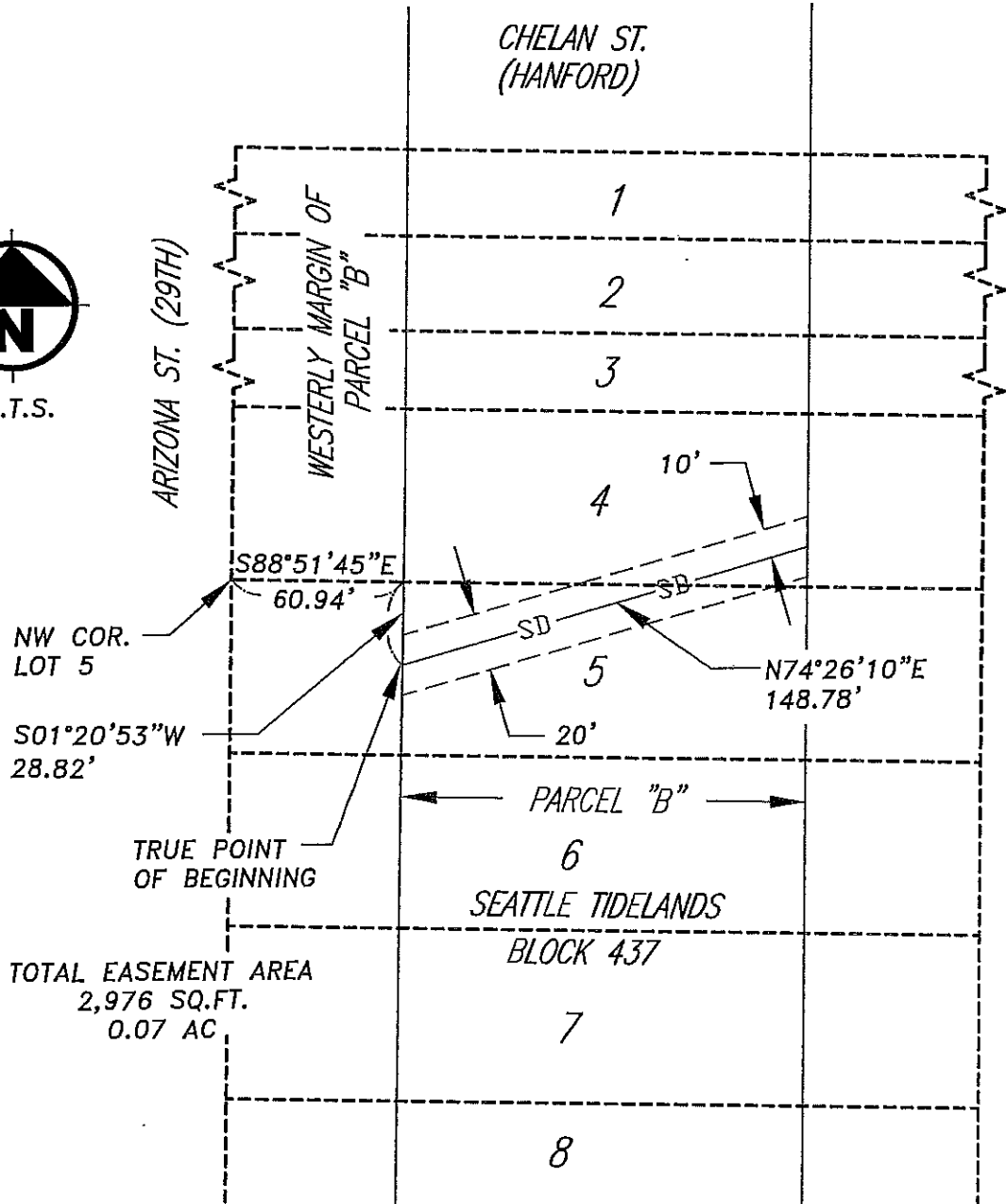
THOSE PORTIONS OF LOT 10 AND LOT 13, BLOCK 426, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON, SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID POINT "A";
THENCE SOUTH 88°49'33" EAST, A DISTANCE OF 18.00 FEET, TO THE EASTERLY MARGIN OF A TRACT OF LAND CONVEYED TO THE CITY OF SEATTLE FOR ALLEY PURPOSES AS DESCRIBED BY DEED FILED UNDER RECORDING NUMBER 1178522, RECORDS OF KING COUNTY, WASHINGTON AND ALSO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 88°49'33" EAST, A DISTANCE OF 337.44;
THENCE SOUTH 01°10'27" WEST, A DISTANCE OF 9.11 FEET TO THE SOUTHERLY MARGIN OF SAID PARCEL "B" AND A NON-RADIAL INTERSECTION WITH AN ARC OF CURVE CONCAVE TO THE NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 04°21'50" WEST, 600.00 FEET DISTANT;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGEL OF $05^{\circ}28'47''$, A DISTANCE OF 57.38 FEET OF SAID SOUTHERLY MARGIN;
THENCE NORTH $88^{\circ}53'03''$ WEST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE
OF 280.14 FEET TO SAID EASTERLY MARGIN;
THENCE NORTH $01^{\circ}08'15''$ EAST, ALONG SAID EASTERLY MARGIN A DISTANCE OF
12.20 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 5,509 SQUARE FEET OR 0.12 ACRES MORE OR LESS

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



	<p>T-5 UTILITY EASEMENT PORT OF SEATTLE STORM UTILITIES</p>	<p>BNSF_STM003</p>
	<p>EASEMENT EXHIBIT</p>	<p>DATE 10/15/2010</p>
	<p>1 OF 1</p>	<p>SHEET NO.</p>

**PORT OF SEATTLE
STORM UTILITY EASEMENT**

A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

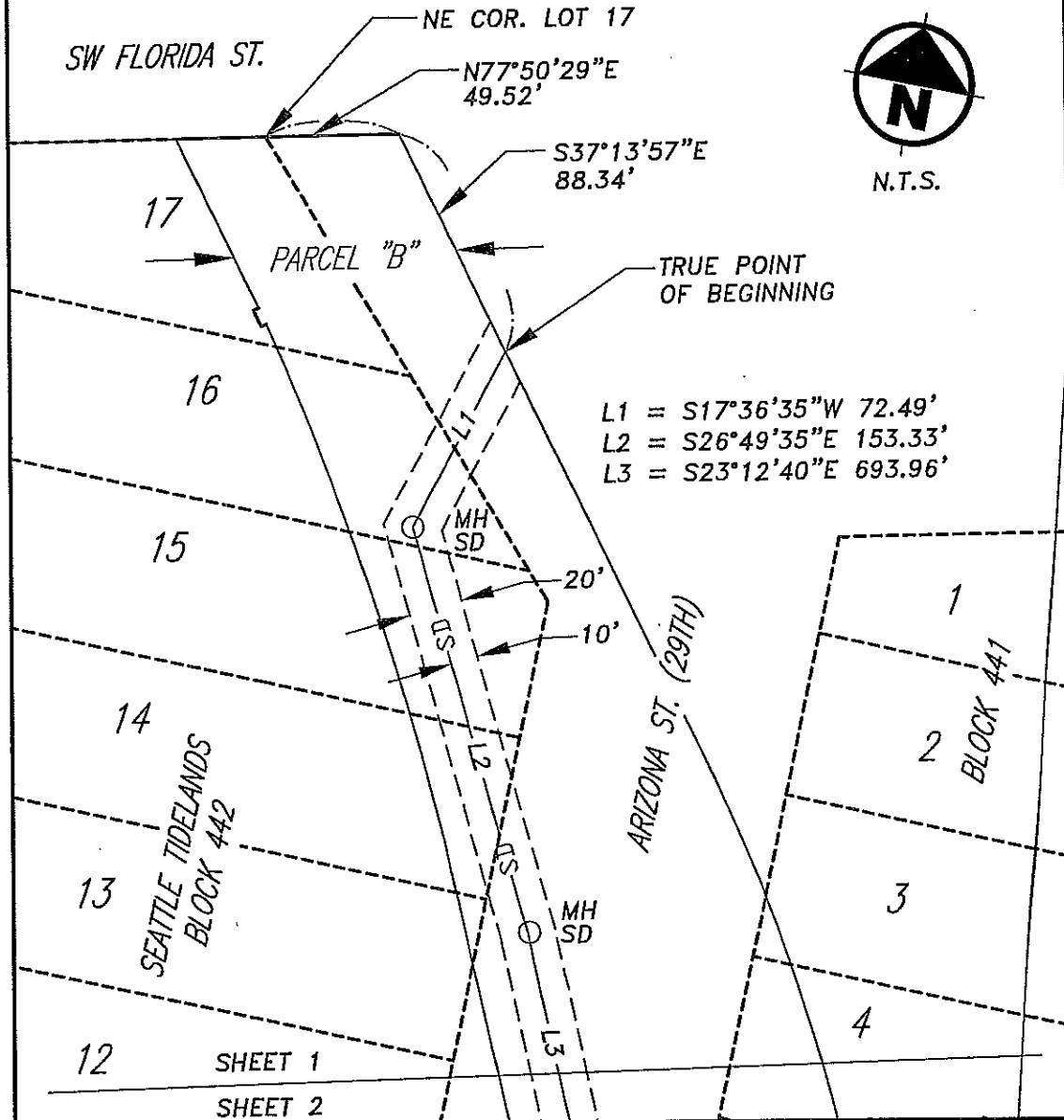
COMMENCING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 437, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE SOUTH $88^{\circ}51'45''$ EAST, ALONG THE NORTHERLY LINE OF SAID LOT 5, A DISTANCE OF 60.94 FEET TO THE WESTERLY MARGIN OF SAID PARCEL; THENCE SOUTH $01^{\circ}20'53''$ WEST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 28.82 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE NORTH $74^{\circ}26'10''$ EAST, A DISTANCE OF 148.78 FEET TO THE EASTERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND TO TERMINATE AT SAID WESTERLY AND EASTERLY MARGINS.

CONTAINING 2,976 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

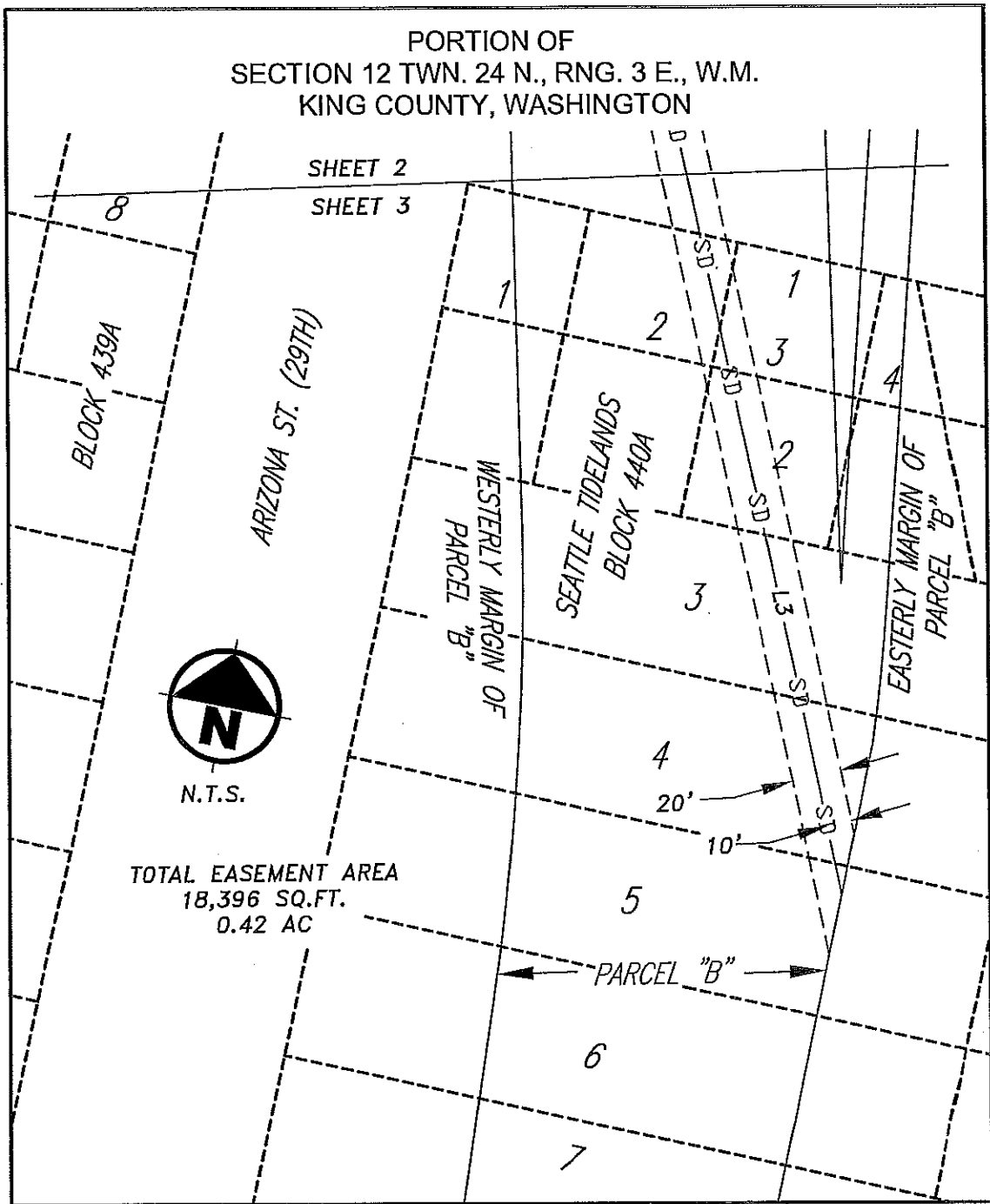
PORTION OF
SECTION 12 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



T-5 UTILITY EASEMENT
PORT OF SEATTLE
STORM UTILITIES
EASEMENT EXHIBIT

BNSF_STM004
DATE 08/24/2010
SHEET NO. 1 OF 3

PORTION OF
SECTION 12 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



T-5 UTILITY EASEMENT
PORT OF SEATTLE
STORM UTILITIES
EASEMENT EXHIBIT

BNSF_STM004

DATE
08/24/2010

SHEET NO.
3 OF 3

**PORT OF SEATTLE
STORM DRAIN UTILITY EASEMENT**

A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 17, BLOCK 442, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE NORTH 77°50'29" EAST, ALONG THE NORTHERLY MARGIN OF SAID PARCEL "B", A DISTANCE OF 49.52 FEET TO THE EASTERLY MARGIN OF SAID PARCEL "B"; THENCE SOUTH 37°13'57" EAST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 88.34 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE SOUTH 17°36'35" WEST, A DISTANCE OF 72.49 FEET;
THENCE SOUTH 26°49'35" EAST, A DISTANCE OF 153.33 FEET;
THENCE SOUTH 23°12'40" EAST, A DISTANCE OF 693.96 FEET TO THE EASTERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE.

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

CONTAINING 18,396 SQUARE FEET OR 0.42 ACRES MORE OR LESS.

**PORT OF SEATTLE
STORM DRAIN UTILITY EASEMENT**

A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF LOT 17, BLOCK 442, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE NORTH $77^{\circ}50'29''$ EAST, ALONG THE NORTHERLY LINE OF SAID LOT 17, A DISTANCE OF 98.50 FEET TO THE WESTERLY MARGIN OF SAID PARCEL "B"; THENCE SOUTH $37^{\circ}13'03''$ EAST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 37.19 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE:

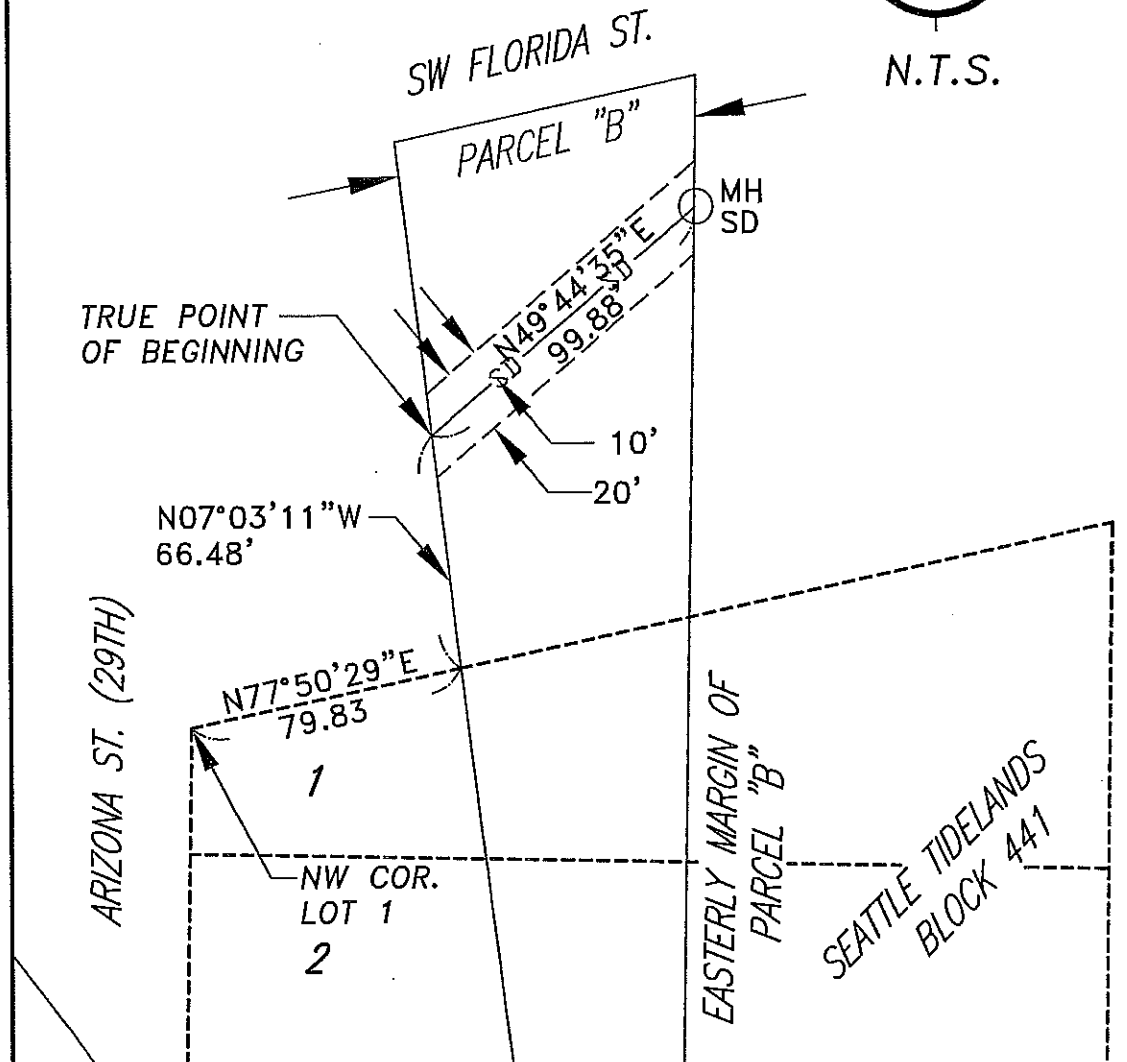
THENCE NORTH $77^{\circ}11'06''$ EAST, A DISTANCE OF 82.23 FEET TO THE EASTERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND TO TERMINATE AT SAID WESTERLY AND EASTERLY MARGINS.

CONTAINING 1,645 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

PORTION OF
SECTION 12 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON

TOTAL EASEMENT AREA
1,998 SQ.FT.
0.05 AC



	<p>T-5 UTILITY EASEMENT PORT OF SEATTLE STORM UTILITIES</p>	<p>BNSF_STM006</p>
		<p>DATE 9/21/2010</p>
	<p>EASEMENT EXHIBIT</p>	<p>SHEET NO. 1 OF 1</p>

**PORT OF SEATTLE
STORM DRAIN UTILITY EASEMENT**

A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 441, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE NORTH $77^{\circ}50'29''$ EAST, ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 79.83 FEET TO THE WESTERLY MARGIN OF SAID PARCEL "B"; THENCE NORTH $07^{\circ}03'11''$ WEST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 66.48 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE NORTH $49^{\circ}44'35''$ EAST, A DISTANCE OF 99.88 FEET TO THE EASTERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND TO TERMINATE AT SAID WESTERLY AND EASTERLY MARGINS.

CONTAINING 1,998 SQUARE FEET OR 0.05 ACRES MORE OR LESS.

**PORT OF SEATTLE
STORM DRAIN UTILITY EASEMENT**

A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 441, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE NORTH $77^{\circ}50'29''$ EAST, ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 79.83 FEET TO THE WESTERLY MARGIN OF SAID PARCEL "B"; THENCE NORTH $07^{\circ}03'11''$ WEST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 142.69 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE SOUTH $88^{\circ}27'27''$ EAST, A DISTANCE OF 85.79 FEET TO THE EASTERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND TO TERMINATE AT SAID WESTERLY AND EASTERLY MARGINS, AND THE SOUTHERLY MARGIN OF SOUTHWEST FLORIDA STREET.

CONTAINING 1,706 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

PORTION OF
SECTION 12 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON

SHEET 2
SHEET 1



N.T.S.

PARCEL "A"
REC. NO. 20101028900006

S00°43'53"W 303.25'
350.14'
N01°10'02"E

SEATTLE TIDELANDS
BLOCK 431

TRUE POINT
OF BEGINNING

30

31

32

33

34

SW FLORIDA ST.

SW COR.
LOT 32

TOTAL EASEMENT AREA
8,171 SQ.FT.
0.19 AC



T-5 UTILITY EASEMENT
PORT OF SEATTLE
STORM UTILITIES
EASEMENT EXHIBIT

BNSF_STM008

DATE
03/29/2011

SHEET NO.
1 OF 2

PORTION OF
SECTION 12 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON

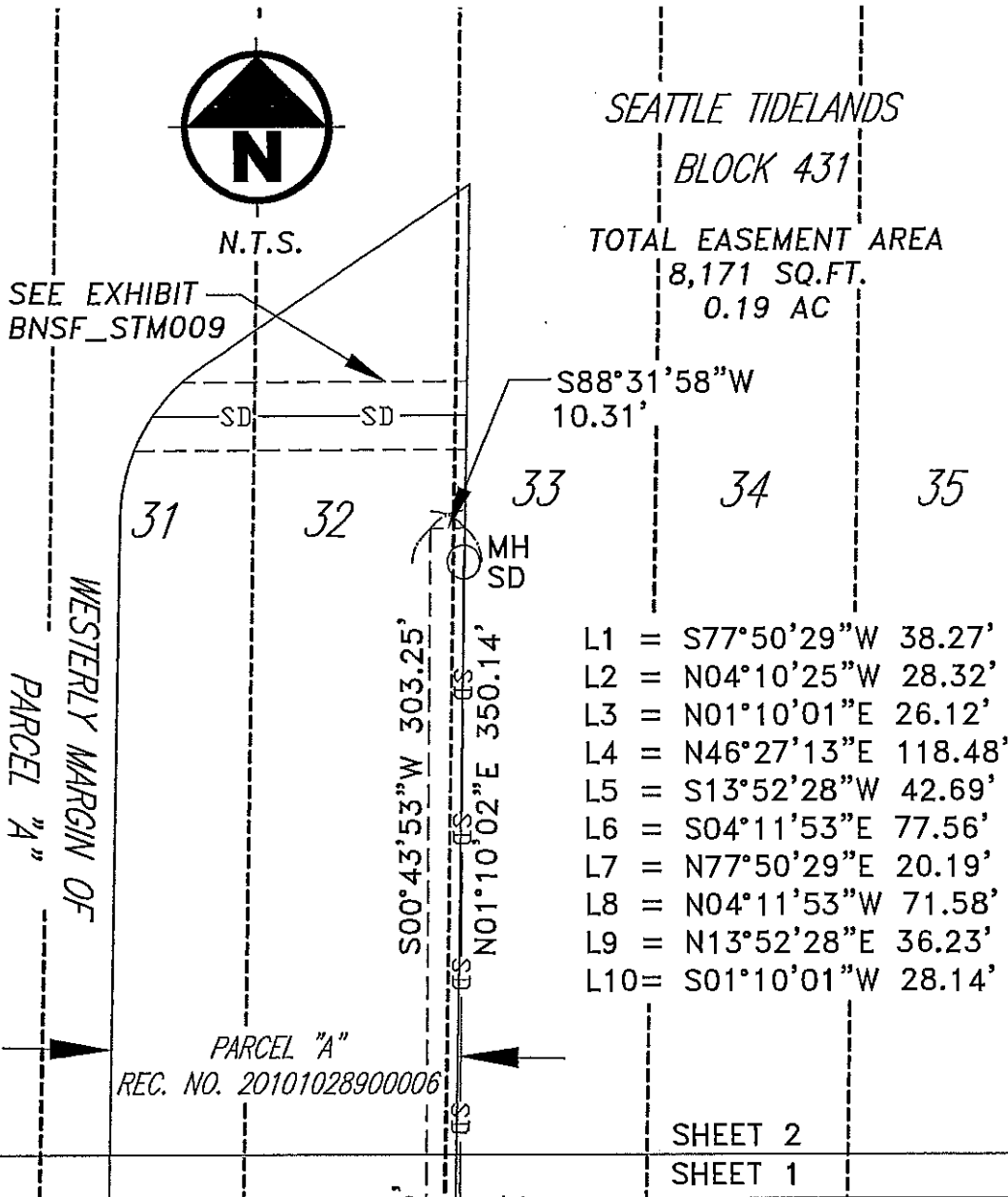


N.T.S.

SEATTLE TIDELANDS
BLOCK 431

TOTAL EASEMENT AREA
8,171 SQ.FT.
0.19 AC

SEE EXHIBIT
BNSF_STM009



- L1 = S77°50'29"W 38.27'
- L2 = N04°10'25"W 28.32'
- L3 = N01°10'01"E 26.12'
- L4 = N46°27'13"E 118.48'
- L5 = S13°52'28"W 42.69'
- L6 = S04°11'53"E 77.56'
- L7 = N77°50'29"E 20.19'
- L8 = N04°11'53"W 71.58'
- L9 = N13°52'28"E 36.23'
- L10 = S01°10'01"W 28.14'

SHEET 2
SHEET 1



T-5 UTILITY EASEMENT
PORT OF SEATTLE
STORM UTILITIES

EASEMENT EXHIBIT

BNSF_STM008

DATE
03/29/2011

SHEET NO.

2 OF 2

PARCEL "A"
REC. NO. 20101028900006

WESTERLY MARGIN OF
PARCEL "A"

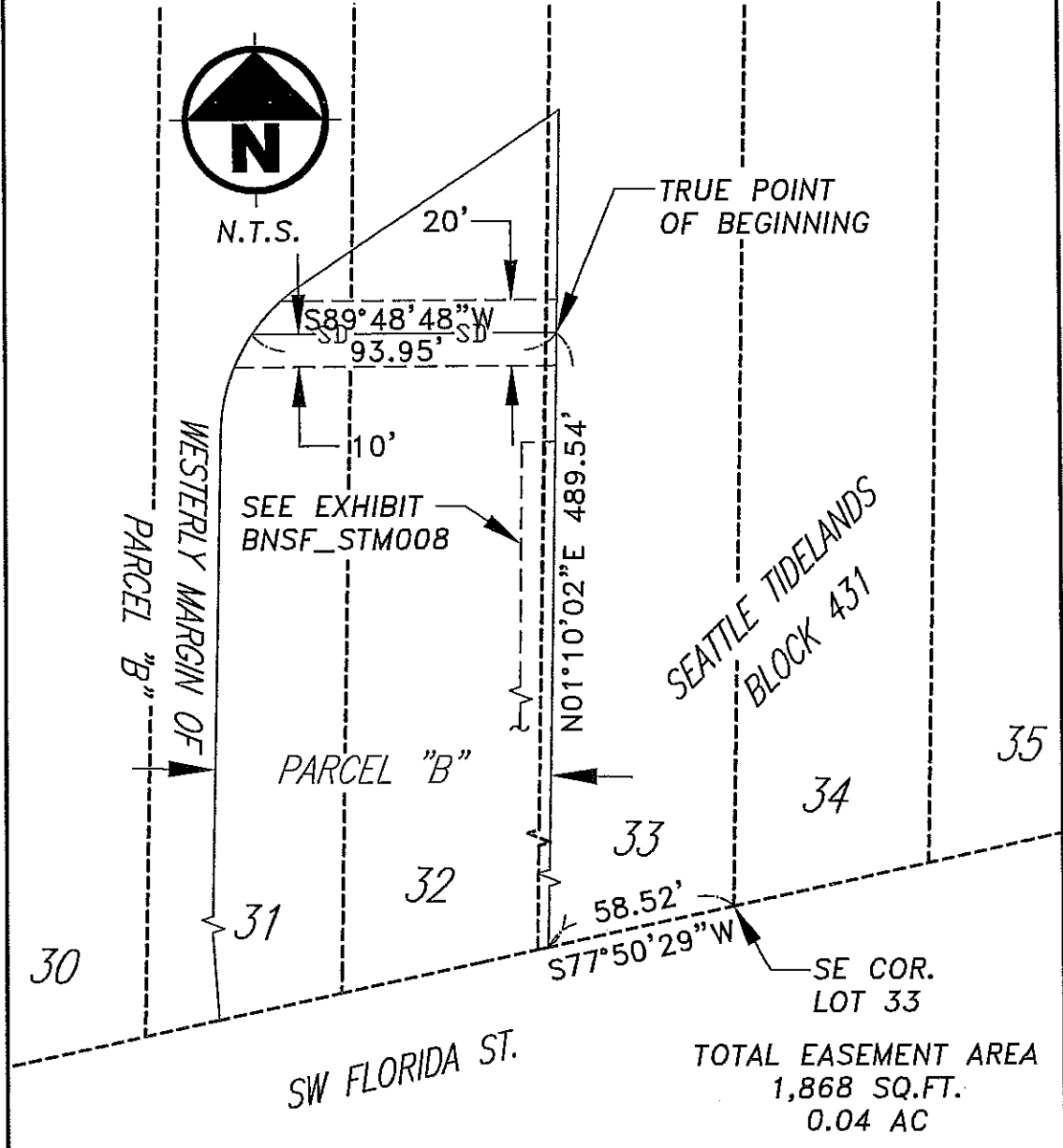
**PORT OF SEATTLE
STORM DRAIN UTILITY EASEMENT**

THAT PORTION OF LOTS 31, 32 AND 33, BLOCK 431, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON, SITUATED IN SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON, AND LYING WITHIN BNSF PARCEL "A" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, FILED UNDER RECORDING NUMBER 20101028900006, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 32, BLOCK 431, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE SOUTH 77°50'29" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY MARGIN OF SOUTHWEST FLORIDA STREET, A DISTANCE OF 38.27 FEET TO THE WESTERLY MARGIN OF SAID PARCEL; THENCE NORTH 04°10'25" WEST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 28.32 FEET; THENCE NORTH 01°10'01" EAST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 26.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 46°27'13" EAST, A DISTANCE OF 118.48 FEET; THENCE SOUTH 13°52'28" WEST, A DISTANCE OF 42.69 FEET; THENCE SOUTH 04°11'53" EAST, A DISTANCE OF 77.56 FEET TO SAID NORTHERLY RIGHT-OF-WAY MARGIN; THENCE NORTH 77°50'29" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY MARGIN, A DISTANCE OF 20.19 FEET; THENCE NORTH 04°11'53" WEST, A DISTANCE OF 71.58 FEET; THENCE NORTH 13°52'28" EAST, A DISTANCE OF 36.23 FEET TO THE EASTERLY MARGIN OF SAID PARCEL; THENCE NORTH 01°10'02" EAST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 350.14 FEET; THENCE SOUTH 88°31'58" WEST, A DISTANCE OF 10.31 FEET; THENCE SOUTH 00°43'53" WEST, A DISTANCE OF 303.25 FEET; THENCE SOUTH 46°27'13" WEST, A DISTANCE OF 133.67 FEET TO THE WESTERLY MARGIN OF SAID PARCEL; THENCE SOUTH 01°10'01" WEST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 28.14 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 8,171 SQUARE FEET OR 0.19 ACRES MORE OR LESS.

PORTION OF
SECTION 12 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



TOTAL EASEMENT AREA
1,868 SQ.FT.
0.04 AC

	T-5 UTILITY EASEMENT	BNSF_STM009
	PORT OF SEATTLE	DATE 9/23/2010
	STORM UTILITIES	SHEET NO.
EASEMENT EXHIBIT		1 OF 1

**PORT OF SEATTLE
STORM DRAIN UTILITY EASEMENT**

A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 33, BLOCK 431, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE SOUTH 77°50'29" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY MARGIN OF SOUTHWEST FLORIDA STREET, A DISTANCE OF 58.52 FEET TO THE EASTERLY MARGIN OF SAID PARCEL "B"; THENCE NORTH 01°10'02" EAST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 489.54 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE:

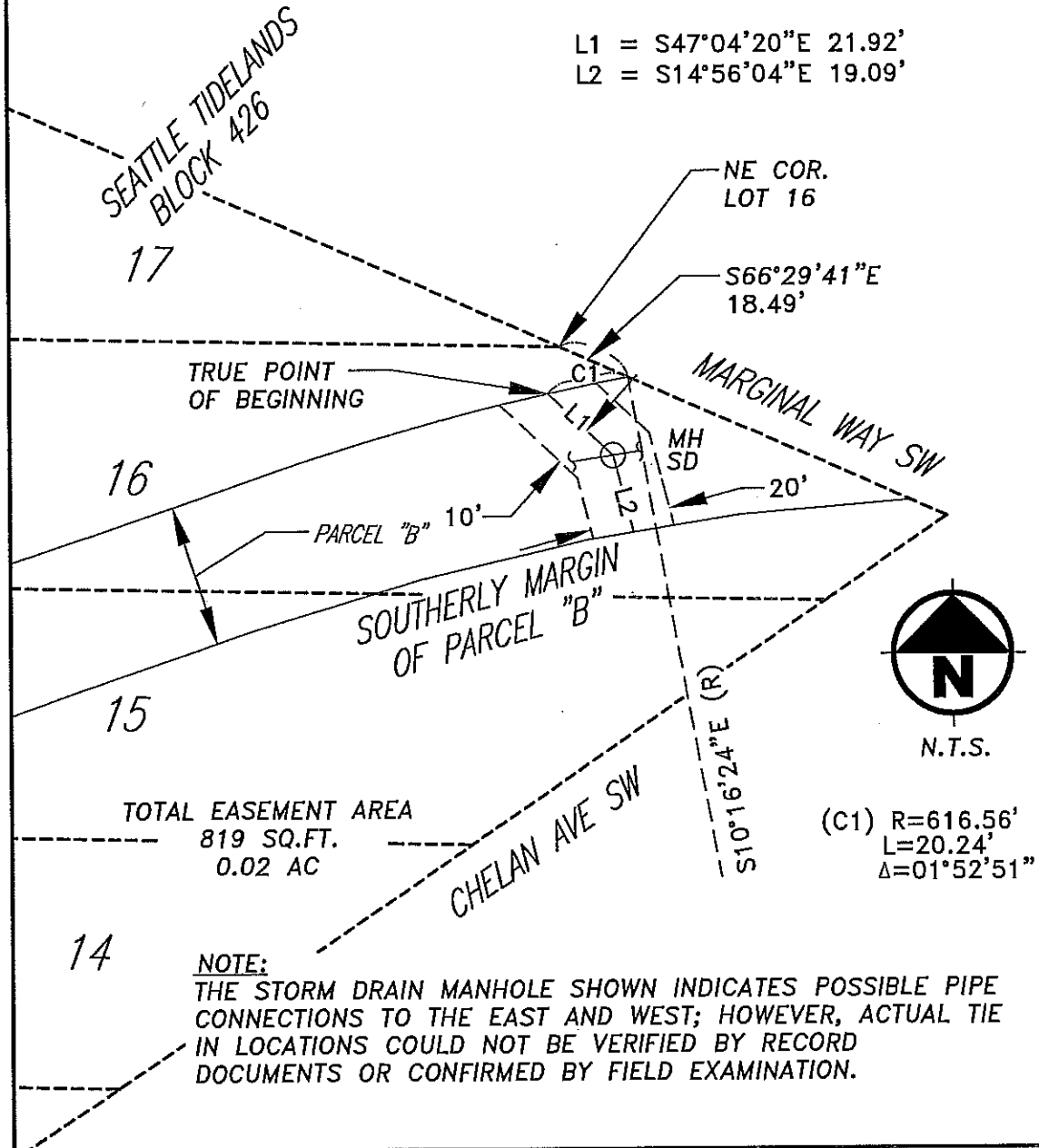
THENCE SOUTH 89°48'48" WEST, A DISTANCE OF 93.95 FEET TO THE WESTERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND TO TERMINATE AT SAID WESTERLY AND EASTERLY MARGINS.

CONTAINING 1,868 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON

L1 = S47°04'20"E 21.92'
L2 = S14°56'04"E 19.09'



T-5 UTILITY EASEMENT
PORT OF SEATTLE
STORM UTILITIES
EASEMENT EXHIBIT

BNSF_STM001
DATE 10/15/2010
SHEET NO. 1 OF 1

**PORT OF SEATTLE
STORM UTILITY EASEMENT**

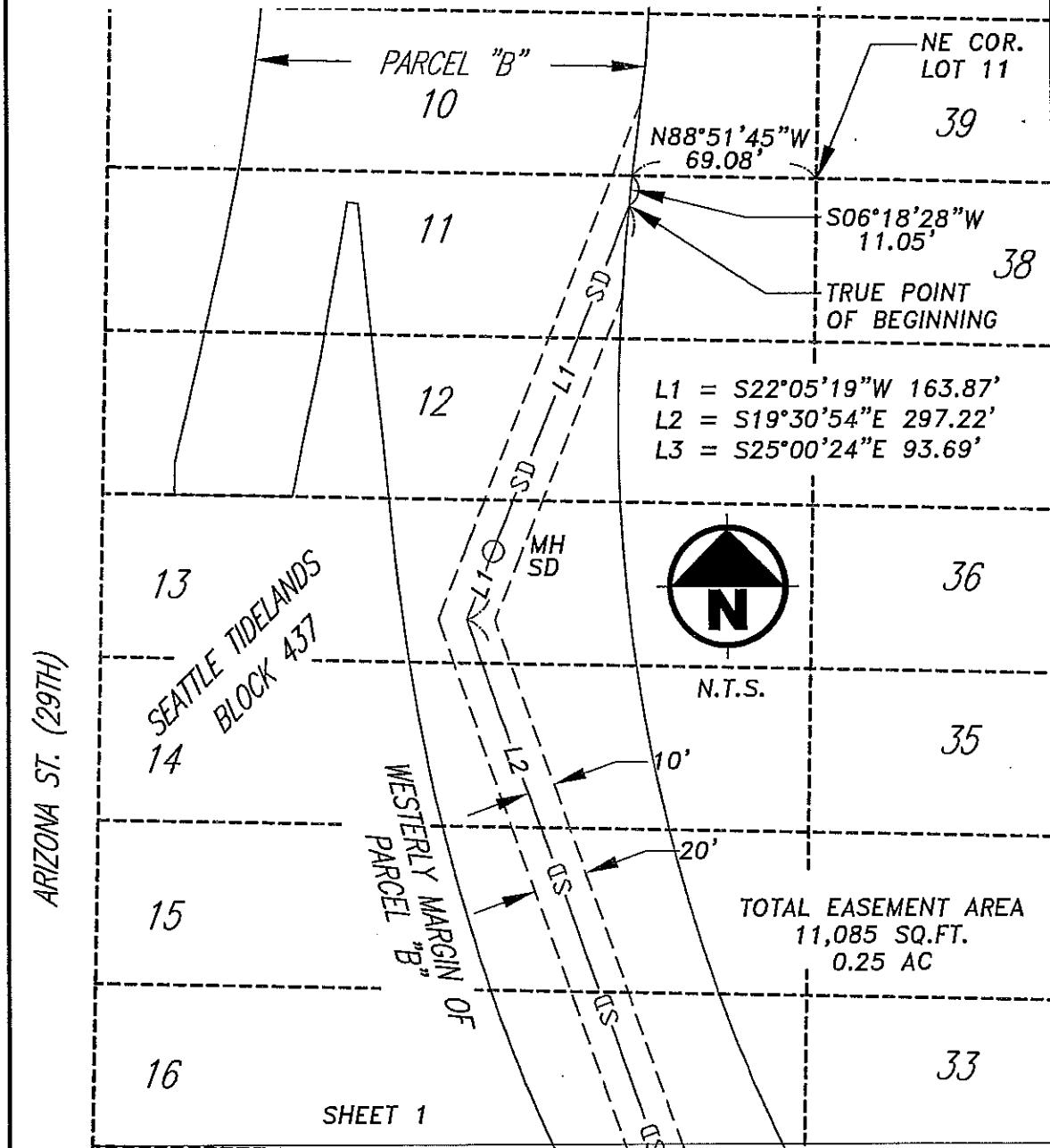
A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 16, BLOCK 426, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON;
THENCE SOUTH 66°29'41" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 16, A DISTANCE OF 18.49 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF CURVE CONCAVE TO THE SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH 10°16'24" EAST, 616.56 FEET DISTANT;
THENCE SOUTHWESTERLY ALONG THE NORTHERLY MARGIN OF SAID PARCEL AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°52'51", A DISTANCE OF 20.24 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE;
THENCE SOUTH 47°04'20" EAST, A DISTANCE OF 21.92 FEET;
THENCE SOUTH 14°56'04" EAST, A DISTANCE OF 19.09 FEET TO THE SOUTHERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND TO TERMINATE AT SAID NORTHERLY AND SOUTHERLY MARGINS.

CONTAINING 819 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



T-5 UTILITY EASEMENT
PORT OF SEATTLE
STORM UTILITIES
EASEMENT EXHIBIT

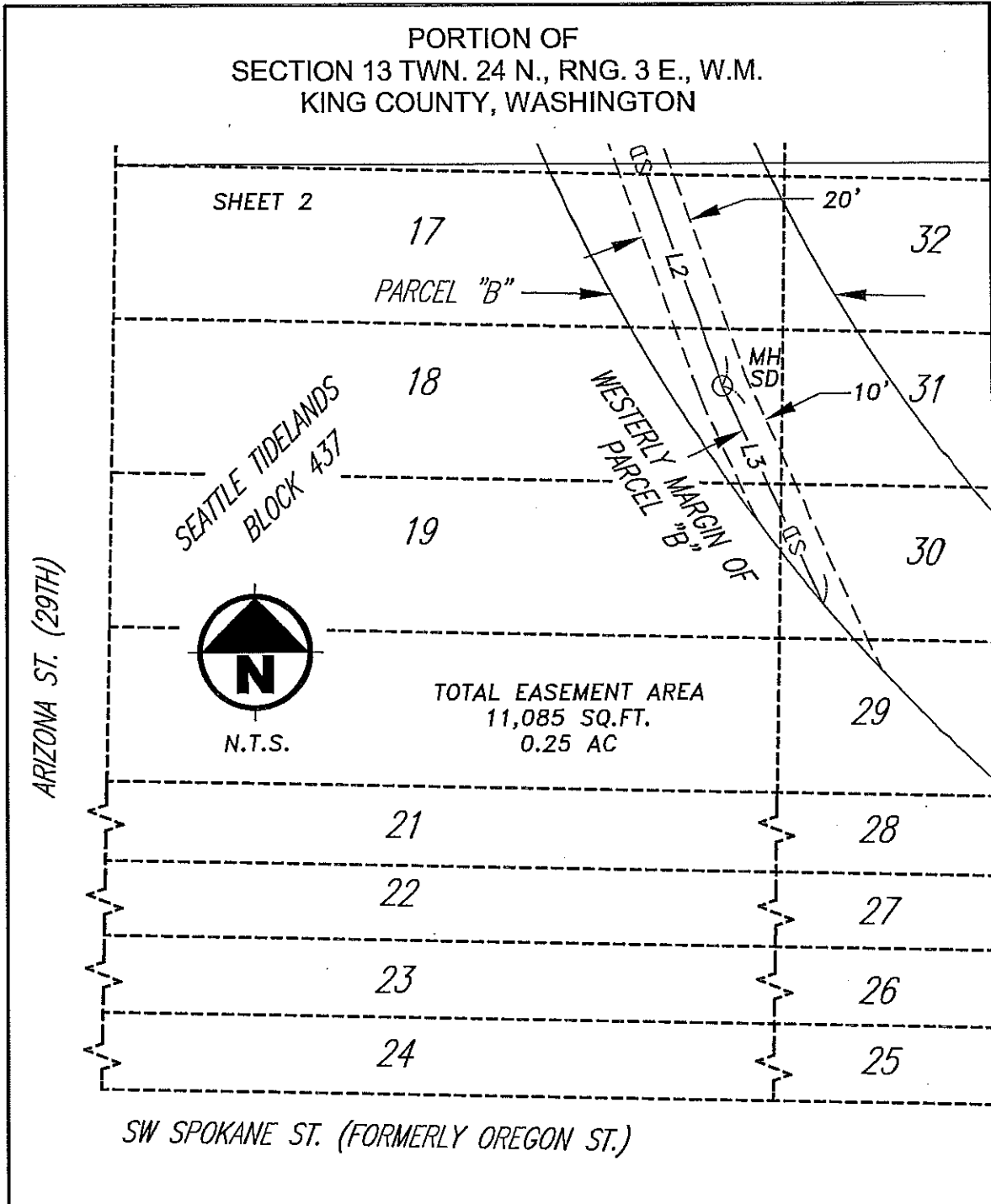
BNSF_STM002

DATE 10/15/2010

SHEET NO.

1 OF 2

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



T-5 UTILITY EASEMENT
PORT OF SEATTLE
STORM UTILITIES

EASEMENT EXHIBIT

BNSF_STM002

DATE 10/15/2010

SHEET NO.

2 OF 2

**PORT OF SEATTLE
STORM UTILITY EASEMENT**

A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

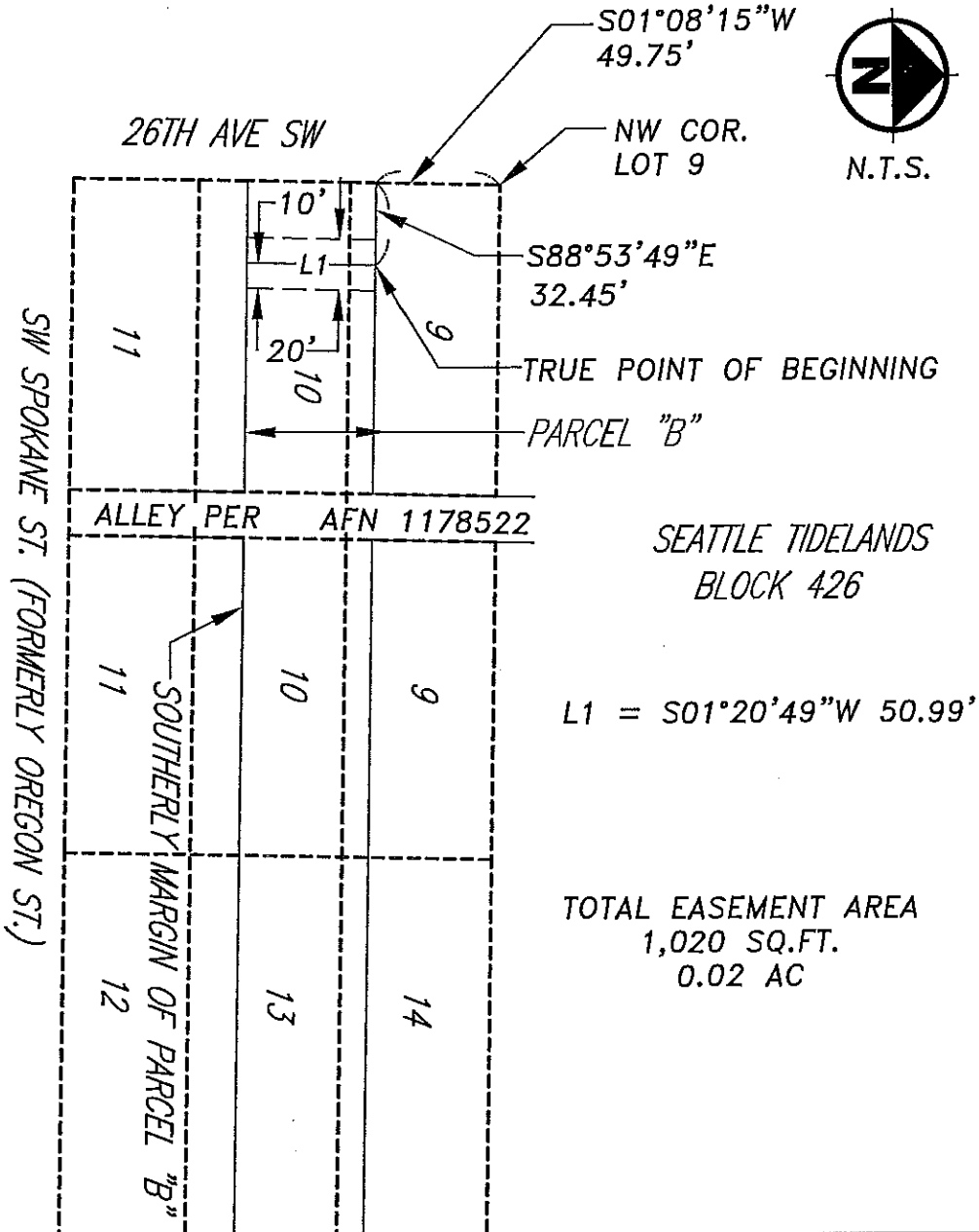
COMMENCING AT THE NORTHEAST CORNER OF LOT 11, BLOCK 437, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE NORTH 88°51'45" WEST, ALONG THE NORTHERLY LINE OF SAID LOT 11, A DISTANCE OF 69.08 FEET TO THE EASTERLY MARGIN OF SAID PARCEL; THENCE SOUTH 06° 18'28" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 11.05 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE SOUTH 22°05'19" WEST, A DISTANCE OF 163.87 FEET;
THENCE SOUTH 19°30'54" EAST, A DISTANCE OF 297.22 FEET;
THENCE SOUTH 25°00'24" EAST, A DISTANCE OF 93.69 FEET TO THE WESTERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND TO TERMINATE AT SAID WESTERLY AND EASTERLY MARGINS.

CONTAINING 11,085 SQUARE FEET OR 0.25 ACRES MORE OR LESS.

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



$L1 = S01^{\circ}20'49''W \ 50.99'$

TOTAL EASEMENT AREA
1,020 SQ.FT.
0.02 AC

	<p>T-5 UTILITY EASEMENT PORT OF SEATTLE POWER UTILITIES</p>	<p>BNSF_POW002</p>
	<p>EASEMENT EXHIBIT</p>	<p>DATE 10/06/2010</p>
	<p>1 OF 1</p>	

**PORT OF SEATTLE
POWER UTILITY EASEMENT**

A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF LOT 9, BLOCK 426, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE SOUTH 01°08'15" WEST, ALONG THE WESTERLY MARGIN OF SAID LOT 9, A DISTANCE OF 49.75 FEET TO THE NORTHERLY MARGIN OF SAID PARCEL "B";

THENCE SOUTH 88°53'49" EAST, ALONG SAID NORTHERLY MARGIN, A DISTANCE OF 32.45 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 01°20'49" WEST, A DISTANCE OF 50.99 FEET TO THE SOUTHERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND TO TERMINATE AT SAID NORTHERLY AND SOUTHERLY MARGINS.

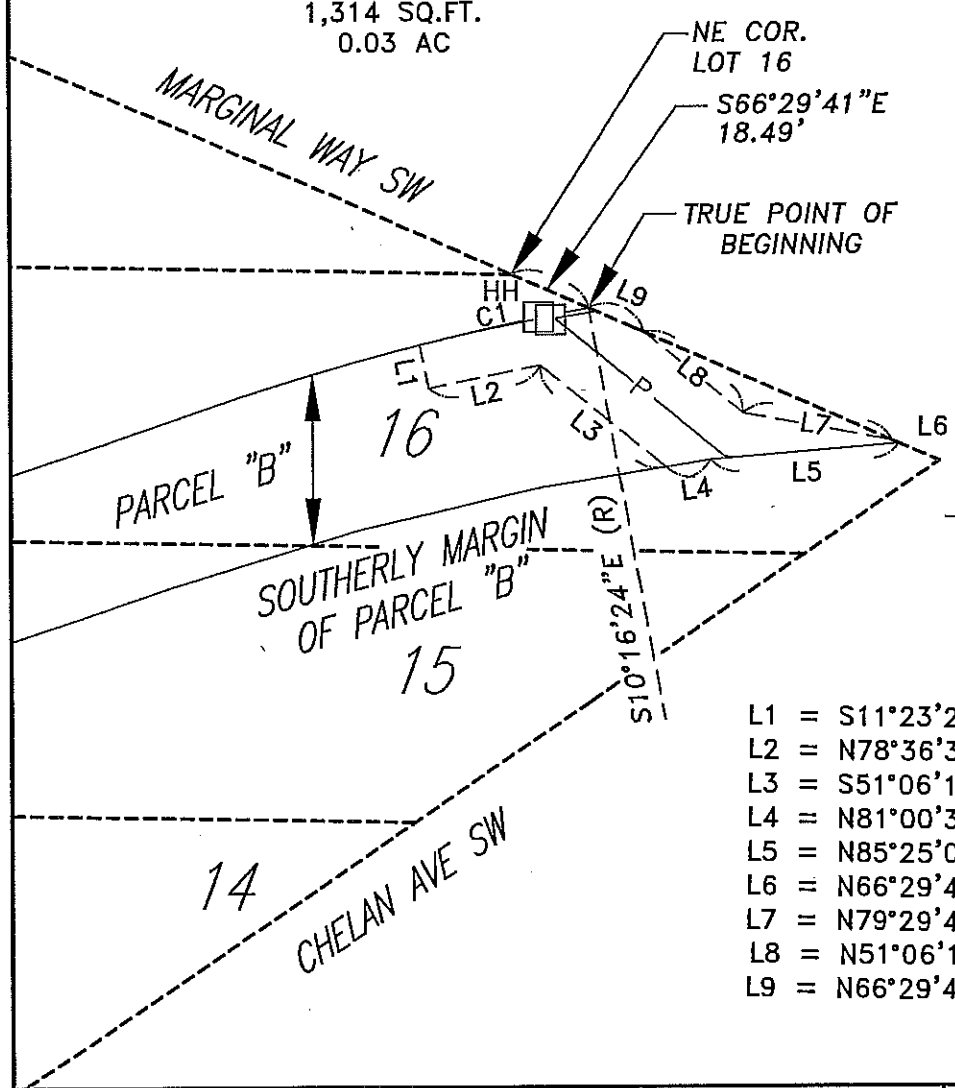
CONTAINING 1,020 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON

SEATTLE TIDELANDS
BLOCK 426

(C1) R=616.56'
L=38.26'
Δ=03°33'20"

TOTAL EASEMENT AREA
1,314 SQ.FT.
0.03 AC



- L1 = S11°23'27"E 9.66'
- L2 = N78°36'33"E 25.22'
- L3 = S51°06'14"E 35.57'
- L4 = N81°00'35"E 10.07'
- L5 = N85°25'06"E 41.98'
- L6 = N66°29'41"W 1.70'
- L7 = N79°29'48"W 33.45'
- L8 = N51°06'14"W 28.36'
- L9 = N66°29'41"W 13.28'

	T-5 UTILITY EASEMENT	BNSF_POW003
	PORT OF SEATTLE POWER UTILITIES	DATE 10/15/2010
	EASEMENT EXHIBIT	SHEET NO. 1 OF 1

**PORT OF SEATTLE
POWER UTILITY EASEMENT**

THAT PORTION OF LOT 16, BLOCK 426, SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 16, BLOCK 426, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE SOUTH 66°29'41" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 16 AND THE SOUTHERLY RIGHT-OF-WAY MARGIN OF MARGINAL WAY SOUTHWEST, A DISTANCE OF 18.49 FEET TO THE NORTHERLY MARGIN OF SAID PARCEL AND TO A NON-RADIAL INTERSECTION WITH AN ARC OF CURVE CONCAVE TO THE SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH 10°16'24" EAST, 616.56 FEET DISTANT AND TO THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG NORTHERLY MARGIN OF SAID PARCEL AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°33'20", A DISTANCE OF 38.26 FEET;

THENCE SOUTH 11°23'27" EAST, A DISTANCE OF 9.66 FEET;

THENCE NORTH 78°36'33" EAST, A DISTANCE OF 25.22 FEET;

THENCE SOUTH 51°06'14" EAST, A DISTANCE OF 35.57 FEET TO THE SOUTHERLY MARGIN OF SAID PARCEL;

THENCE NORTH 81°00'35" EAST, ALONG THE SOUTHERLY MARGIN OF SAID PARCEL, A DISTANCE OF 10.07 FEET;

THENCE NORTH 85°25'06" EAST, ALONG THE SOUTHERLY MARGIN OF SAID PARCEL, A DISTANCE OF 41.98 FEET TO THE EASTERLY MARGIN OF SAID LOT;

THENCE NORTH 66°29'41" WEST, ALONG THE EASTERLY MARGIN OF SAID LOT, A DISTANCE OF 1.70 FEET;

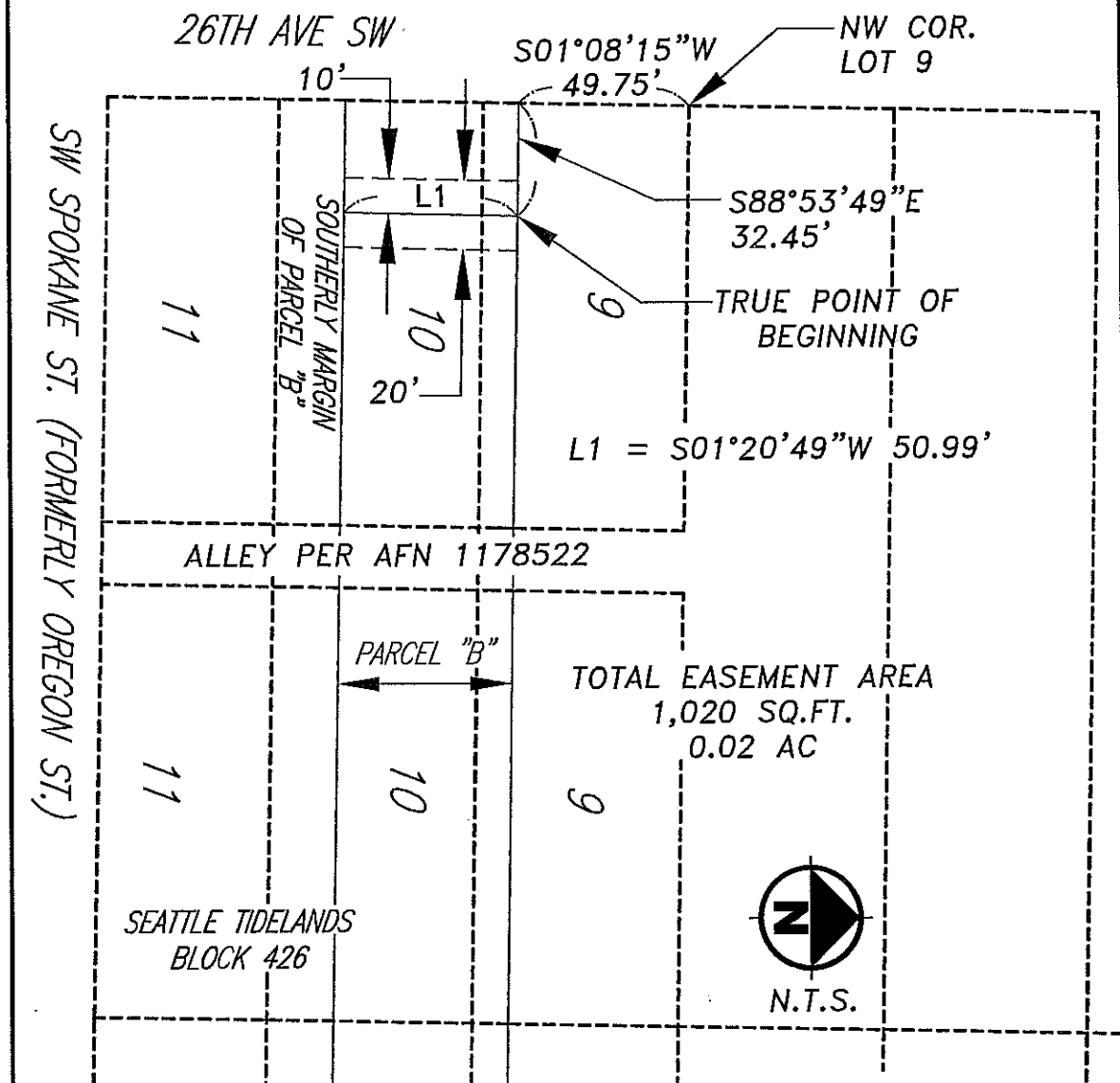
THENCE NORTH 79°29'48" WEST, A DISTANCE OF 33.45 FEET;

THENCE NORTH 51°06'14" WEST, A DISTANCE OF 28.36 FEET TO THE EASTERLY MARGIN OF SAID LOT;

THENCE NORTH 66°29'41" WEST, ALONG THE EASTERLY MARGIN OF SAID LOT, A DISTANCE OF 13.28 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,314 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



T-5 UTILITY EASEMENT
PORT OF SEATTLE
OVERHEAD POWER UTILITIES
EASEMENT EXHIBIT

BNSF_POW004	
DATE	10/20/2010
SHEET NO.	1 OF 1

**PORT OF SEATTLE
OVERHEAD POWER UTILITY EASEMENT**

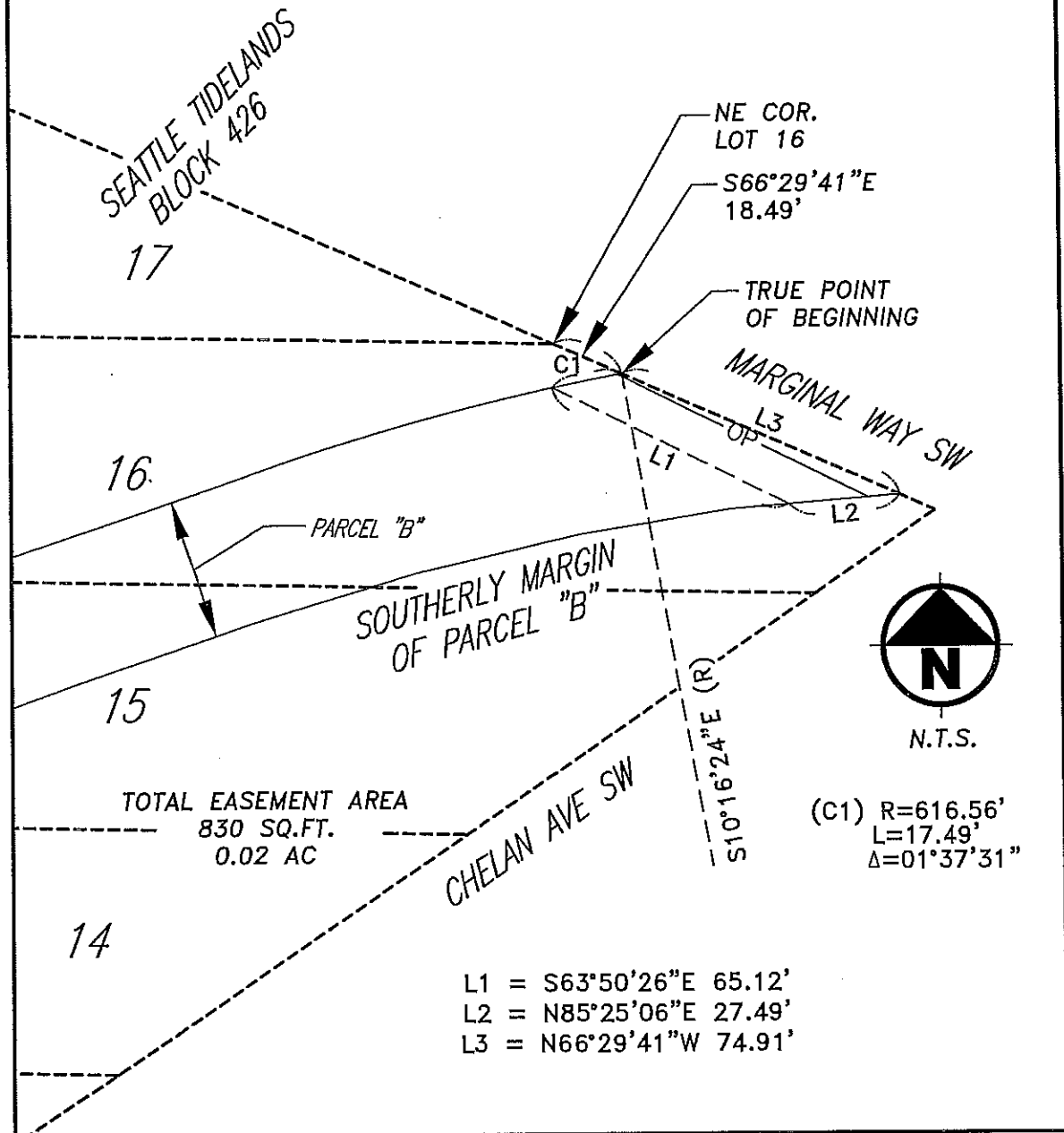
A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF LOT 9, BLOCK 426, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE SOUTH $01^{\circ}08'15''$ WEST, ALONG THE WESTERLY MARGIN OF SAID LOT, A DISTANCE OF 49.75 FEET TO THE NORTHERLY MARGIN OF SAID PARCEL "B"; THENCE SOUTH $88^{\circ}53'49''$ EAST, ALONG SAID NORTHERLY MARGIN, A DISTANCE OF 32.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $01^{\circ}20'49''$ WEST, A DISTANCE OF 50.99 FEET TO THE SOUTHERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIPS TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND TO TERMINATE AT SAID NORTHERLY AND SOUTHERLY MARGINS.

CONTAINING 1,020 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



T-5 UTILITY EASEMENT
PORT OF SEATTLE
OVERHEAD POWER UTILITIES

EASEMENT EXHIBIT

BNSF_POW005

DATE
10/20/2010

SHEET NO.

1 OF 1

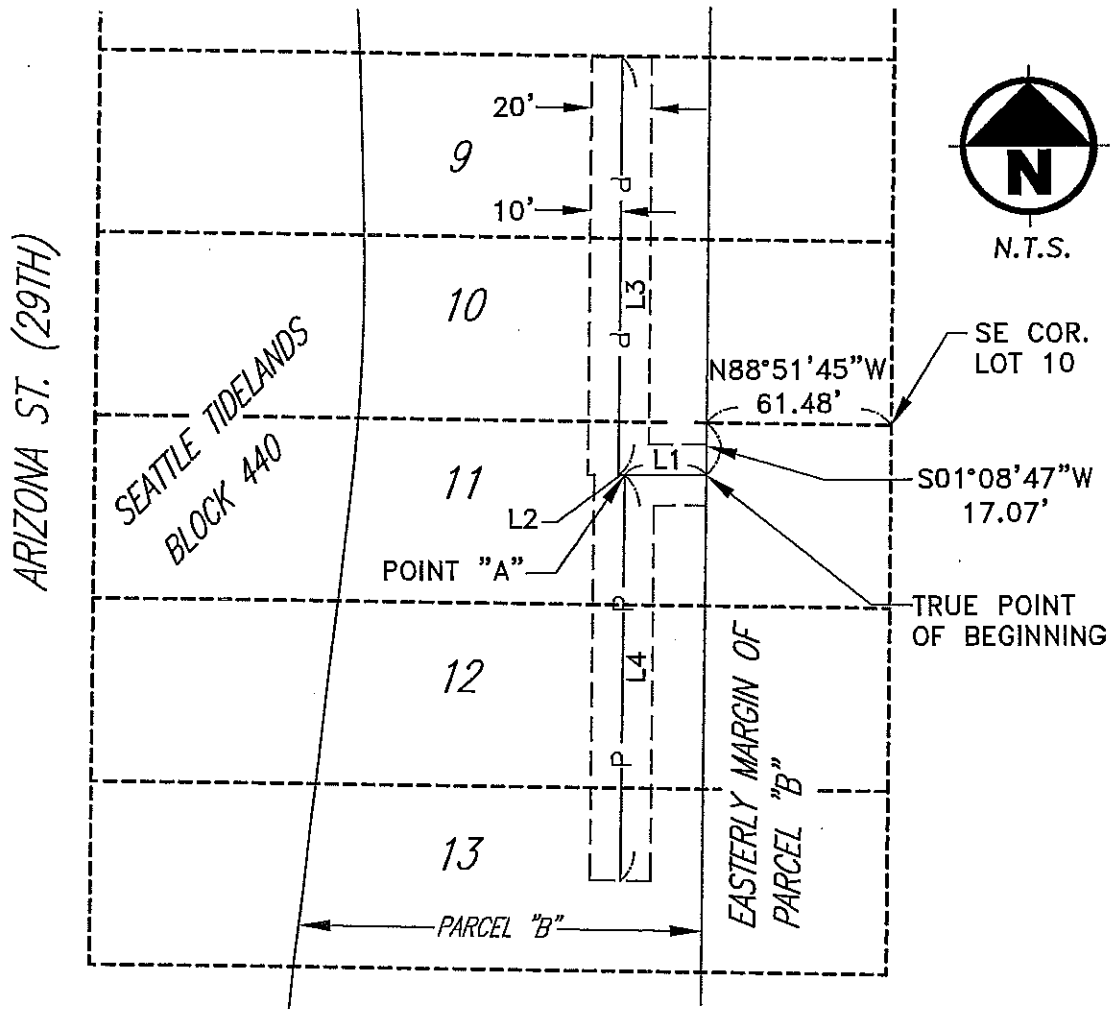
**PORT OF SEATTLE
OVERHEAD POWER UTILITY EASEMENT**

THAT PORTION OF LOT 16, BLOCK 426, SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 16, BLOCK 426, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE SOUTH 66°29'41" EAST, ALONG THE EASTERLY MARGIN OF SAID LOT 16, A DISTANCE OF 18.49 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF CURVE CONCAVE TO THE SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH 10°16'24" EAST, 616.56 FEET DISTANT AND TO THE TRUE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE NORTHERLY MARGIN OF SAID PARCEL AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°37'31", A DISTANCE OF 17.49 FEET; THENCE SOUTH 63°50'26" EAST, A DISTANCE OF 65.12 FEET TO THE SOUTHERLY MARGIN OF SAID PARCEL; THENCE NORTH 85°25'06" EAST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 27.49 FEET TO SAID EASTERLY MARGIN; THENCE NORTH 66°29'41" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 74.91 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 830 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

PORTION OF
SECTION 12 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



- L1 = N89°44'32"W 27.33'
- L2 = N89°44'32"W 2.00'
- L3 = N01°08'30"E 137.16'
- L4 = S01°08'30"W 132.82'

TOTAL EASEMENT AREA
5,766 SQ.FT.
0.13 AC



T-5 UTILITY EASEMENT
PORT OF SEATTLE
POWER UTILITIES

EASEMENT EXHIBIT

BNSF_POW006

DATE
10/21/2010

SHEET NO.
1 OF 1

**PORT OF SEATTLE
POWER UTILITY EASEMENT**

A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 10, BLOCK 440, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE NORTH 88°51'45" WEST, ALONG THE SOUTHERLY MARGIN OF SAID LOT 10, A DISTANCE OF 61.48 FEET TO THE EASTERLY MARGIN OF SAID PARCEL "B"; THENCE SOUTH 01°08'47" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 17.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°44'32" WEST, A DISTANCE OF 27.33 FEET TO A POINT HEREON REFERRED TO AS POINT "A"; THENCE NORTH 89°44'32" WEST, A DISTANCE OF 2.00 FEET; THENCE NORTH 01°08'30" EAST, A DISTANCE OF 137.16 FEET TO THE TERMINUS OF SAID CENTERLINE;

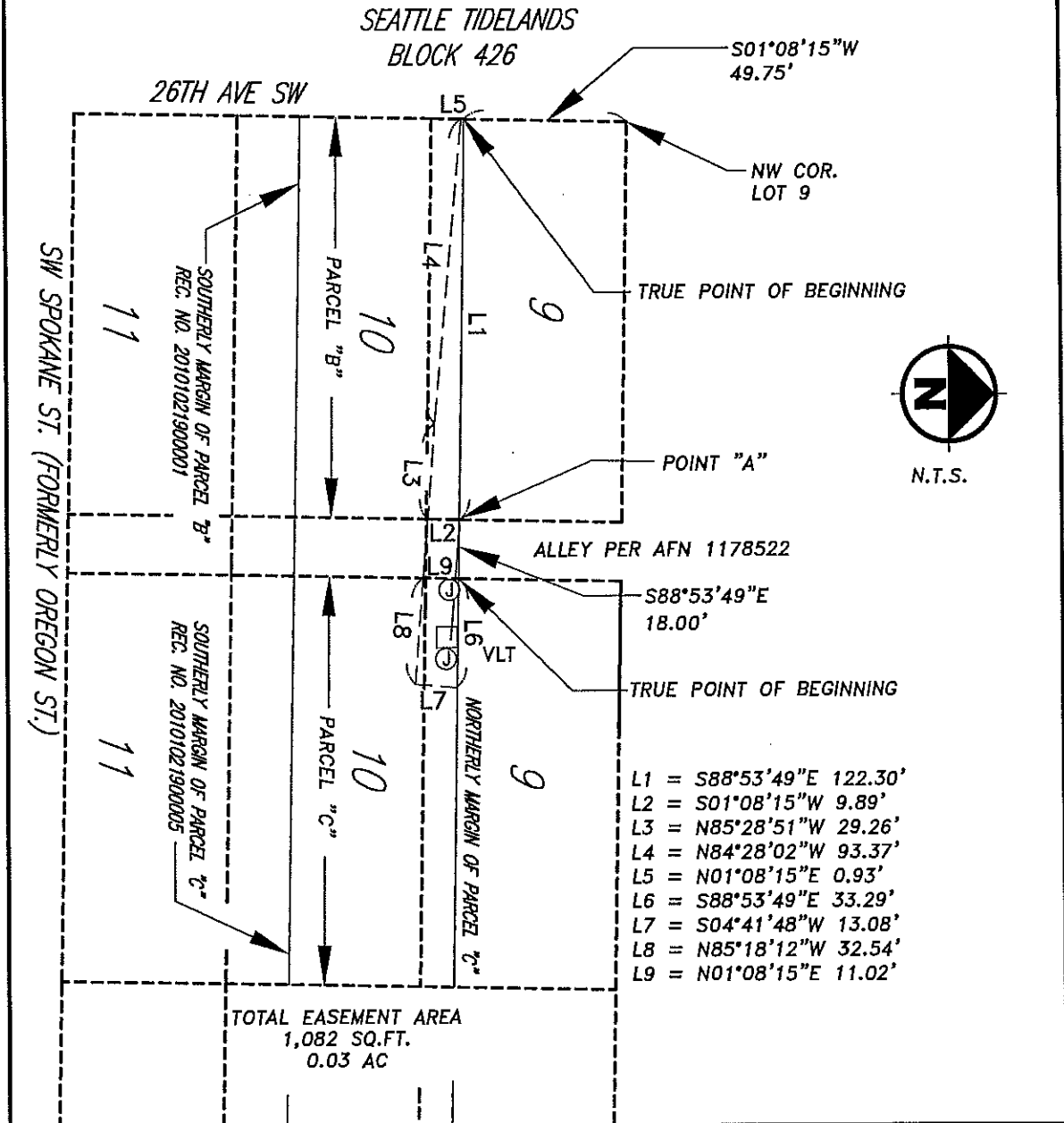
TOGETHER WITH:

A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
COMMENCING AT THE AFORSAID POINT "A";
THENCE SOUTH 01°08'30" WEST, A DISTANCE OF 132.82 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 AT SAID EASTERLY MARGIN.

CONTAINING 5,766 SQUARE FEET OR 0.13 ACRES MORE OR LESS.

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



- L1 = S88°53'49"E 122.30'
- L2 = S01°08'15"W 9.89'
- L3 = N85°28'51"W 29.26'
- L4 = N84°28'02"W 93.37'
- L5 = N01°08'15"E 0.93'
- L6 = S88°53'49"E 33.29'
- L7 = S04°41'48"W 13.08'
- L8 = N85°18'12"W 32.54'
- L9 = N01°08'15"E 11.02'

TOTAL EASEMENT AREA
1,082 SQ.FT.
0.03 AC

	T-5 UTILITY EASEMENT PORT OF SEATTLE POWER UTILITIES	BNSF_POW001
	EASEMENT EXHIBIT	DATE 01/18/2011
		SHEET NO. 1 OF 1

**PORT OF SEATTLE
POWER UTILITY EASEMENT**

THAT PORTION OF LOT 9, BLOCK 426, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON, SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BNSF PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, FILED UNDER RECORDING NUMBER 20101021900001, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 01°08'15" WEST, ALONG THE WESTERLY MARGIN OF SAID LOT, A DISTANCE OF 49.75 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE;
THENCE SOUTH 88°53'49" EAST, ALONG THE NORTHERLY MARGIN OF SAID PARCEL "B", A DISTANCE OF 122.30 FEET TO A POINT HEREON REFERRED TO AS POINT "A" AND ALSO BEING THE WESTERLY MARGIN OF A TRACT OF LAND CONVEYED TO THE CITY OF SEATTLE FOR ALLEY PURPOSES AS DESCRIBED BY DEED FILED UNDER RECORDING NUMBER 1178522, RECORDS OF KING COUNTY, WASHINGTON;
THENCE SOUTH 01°08'15" WEST, ALONG THE WESTERLY MARGIN OF SAID TRACT, A DISTANCE OF 9.89 FEET;
THENCE NORTH 85°28'51" WEST, A DISTANCE OF 29.26 FEET;
THENCE NORTH 84°28'02" WEST, A DISTANCE OF 93.37 FEET;
THENCE NORTH 01°08'15" EAST, ALONG THE WESTERLY MARGIN OF SAID LOT, A DISTANCE OF 0.93 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH:

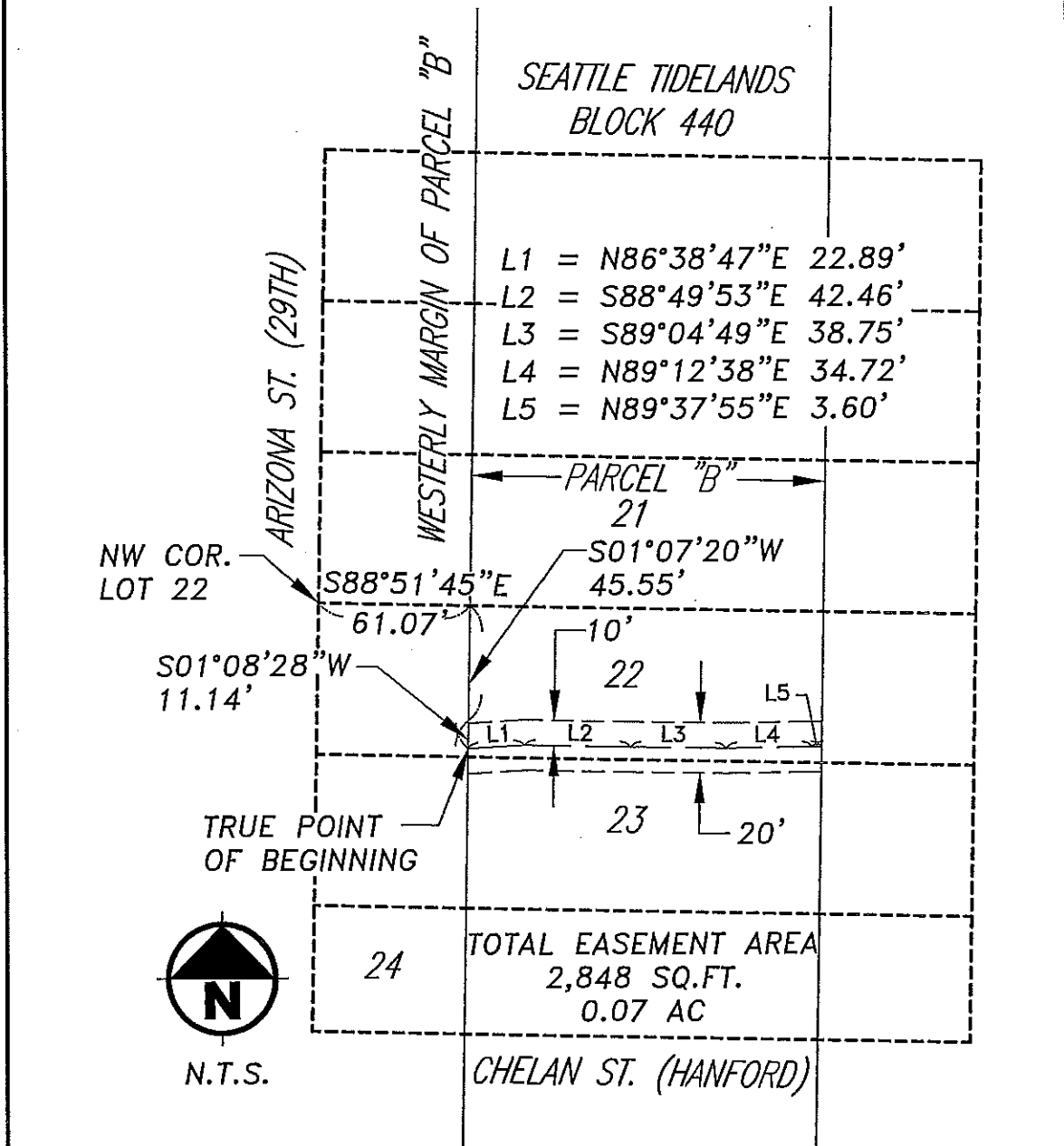
THOSE PORTIONS OF LOT 9 AND LOT 10, BLOCK 426, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON, SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BNSF PARCEL "C" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, FILED UNDER RECORDING NUMBER 20101021900005, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID POINT "A";
THENCE SOUTH 88°53'49" EAST, A DISTANCE OF 18.00 FEET, TO THE EASTERLY MARGIN OF A TRACT OF LAND CONVEYED TO THE CITY OF SEATTLE FOR ALLEY PURPOSES AS DESCRIBED BY DEED FILED UNDER RECORDING NUMBER 1178522, RECORDS OF KING COUNTY, WASHINGTON AND ALSO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 88°53'49" EAST, ALONG THE NORTHERLY MARGIN OF SAID PARCEL "C", A DISTANCE OF 33.29 FEET;
THENCE SOUTH 04°41'48" WEST, A DISTANCE OF 13.08 FEET;
THENCE NORTH 85°18'12" WEST, A DISTANCE OF 32.54 FEET TO SAID EASTERLY MARGIN;

THENCE NORTH 01°08'15" EAST, ALONG SAID EASTERLY MARGIN A DISTANCE OF 11.02 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,082 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

PORTION OF
SECTION 12 TWN. 24 N., RNG. 03 E., W.M.
KING COUNTY, WASHINGTON



	T-5 UTILITY EASEMENT	BNSF_GAS001
	PORT OF SEATTLE GAS UTILITIES	DATE 10/15/2010
	EASEMENT EXHIBIT	SHEET NO. 1 OF 1

**PORT OF SEATTLE
GAS UTILITY EASEMENT**

A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

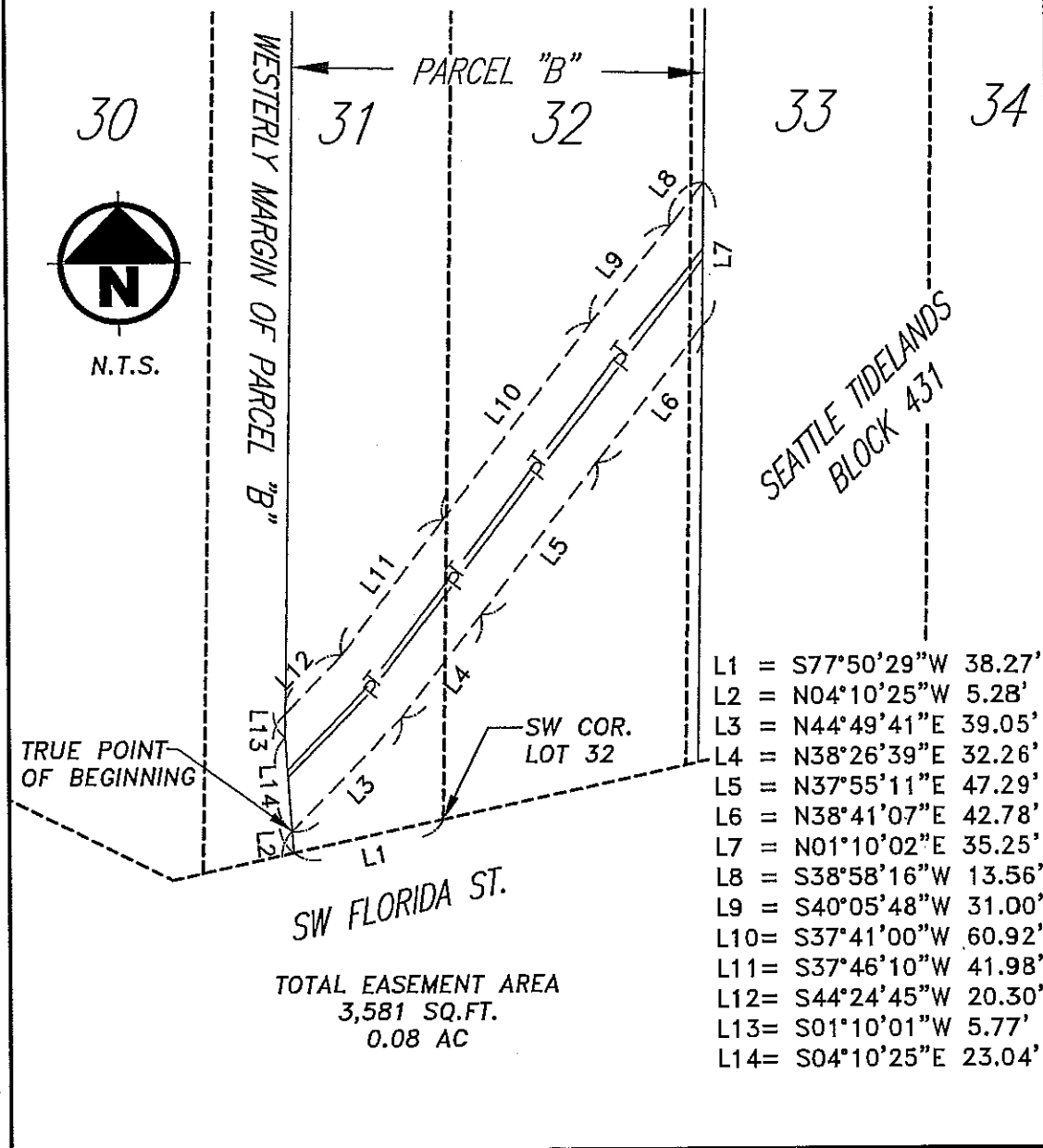
COMMENCING AT THE NORTHWEST CORNER OF LOT 22, BLOCK 440, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE SOUTH 88°51'45" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 22, A DISTANCE OF 61.07 FEET TO THE WESTERLY MARGIN OF SAID PARCEL; THENCE SOUTH 01° 07'20" WEST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 45.55 FEET; THENCE SOUTH 01° 08'28" WEST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 11.14 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE NORTH 86°38'47" EAST, A DISTANCE OF 22.89 FEET;
THENCE SOUTH 88°49'53" EAST, A DISTANCE OF 42.46 FEET;
THENCE SOUTH 89°04'49" EAST, A DISTANCE OF 38.75 FEET;
THENCE NORTH 89°12'38" EAST, A DISTANCE OF 34.72 FEET;
THENCE NORTH 89°37'55" EAST, A DISTANCE OF 3.60 FEET TO THE EASTERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND TO TERMINATE AT SAID WESTERLY AND EASTERLY MARGINS.

CONTAINING 2,848 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

PORTION OF
SECTION 12 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



T-5 UTILITY EASEMENT
PORT OF SEATTLE
POWER AND COMMUNICATION
EASEMENT EXHIBIT

BNSF_COM004
DATE 10/14/2010
SHEET NO. 1 OF 1

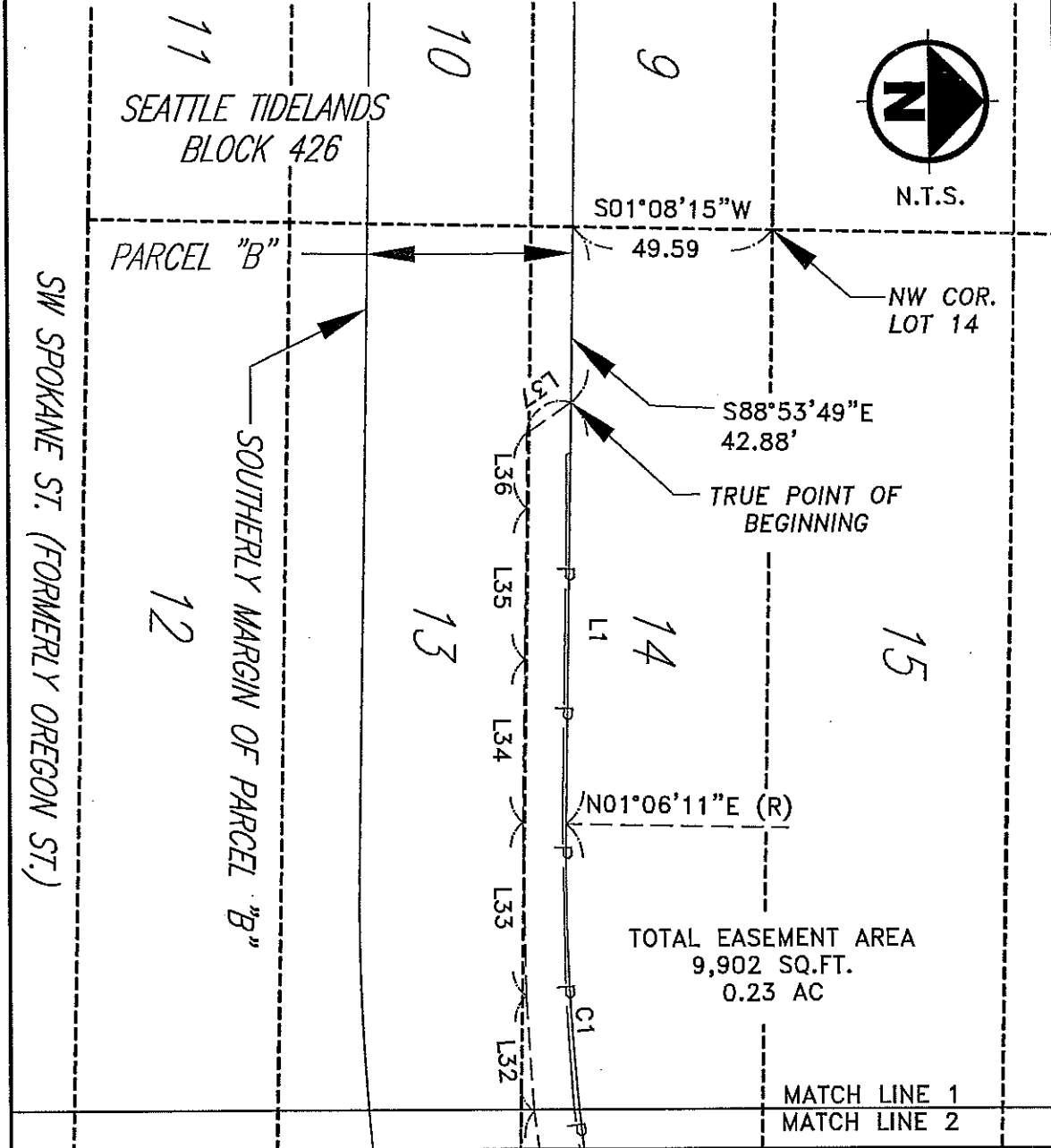
**PORT OF SEATTLE
POWER AND COMMUNICATION UTILITY EASEMENT**

THAT PORTION OF LOTS 31, 32 AND 33, BLOCK 431, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON, SITUATED IN SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, DESCRIBED AS FOLLOWS:


COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 32;
THENCE SOUTH 77°50'29" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY MARGIN OF SOUTHWEST FLORIDA STREET, A DISTANCE OF 38.27 FEET TO THE WESTERLY MARGIN OF SAID PARCEL "B";
THENCE NORTH 04°10'25" WEST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 5.28 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 44°49'41" EAST, A DISTANCE OF 39.05 FEET;
THENCE NORTH 38°26'39" EAST, A DISTANCE OF 32.26 FEET;
THENCE NORTH 37°55'11" EAST, A DISTANCE OF 47.29 FEET;
THENCE NORTH 38°41'07" EAST, A DISTANCE OF 42.78 FEET TO THE EASTERLY MARGIN OF SAID PARCEL "B";
THENCE NORTH 01°10'02" EAST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 35.25 FEET;
THENCE SOUTH 38°58'16" WEST, A DISTANCE OF 13.56 FEET;
THENCE SOUTH 40°05'48" WEST, A DISTANCE OF 31.00 FEET;
THENCE SOUTH 37°41'00" WEST, A DISTANCE OF 60.92 FEET;
THENCE SOUTH 37°46'10" WEST, A DISTANCE OF 41.98 FEET;
THENCE SOUTH 44°24'45" WEST, A DISTANCE OF 20.30 FEET TO SAID WESTERLY MARGIN;
THENCE SOUTH 01°10'01" WEST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 5.77 FEET;
THENCE SOUTH 04°10'25" EAST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 23.04 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,581 SQUARE FEET OR 0.08 ACRES MORE OR LESS.

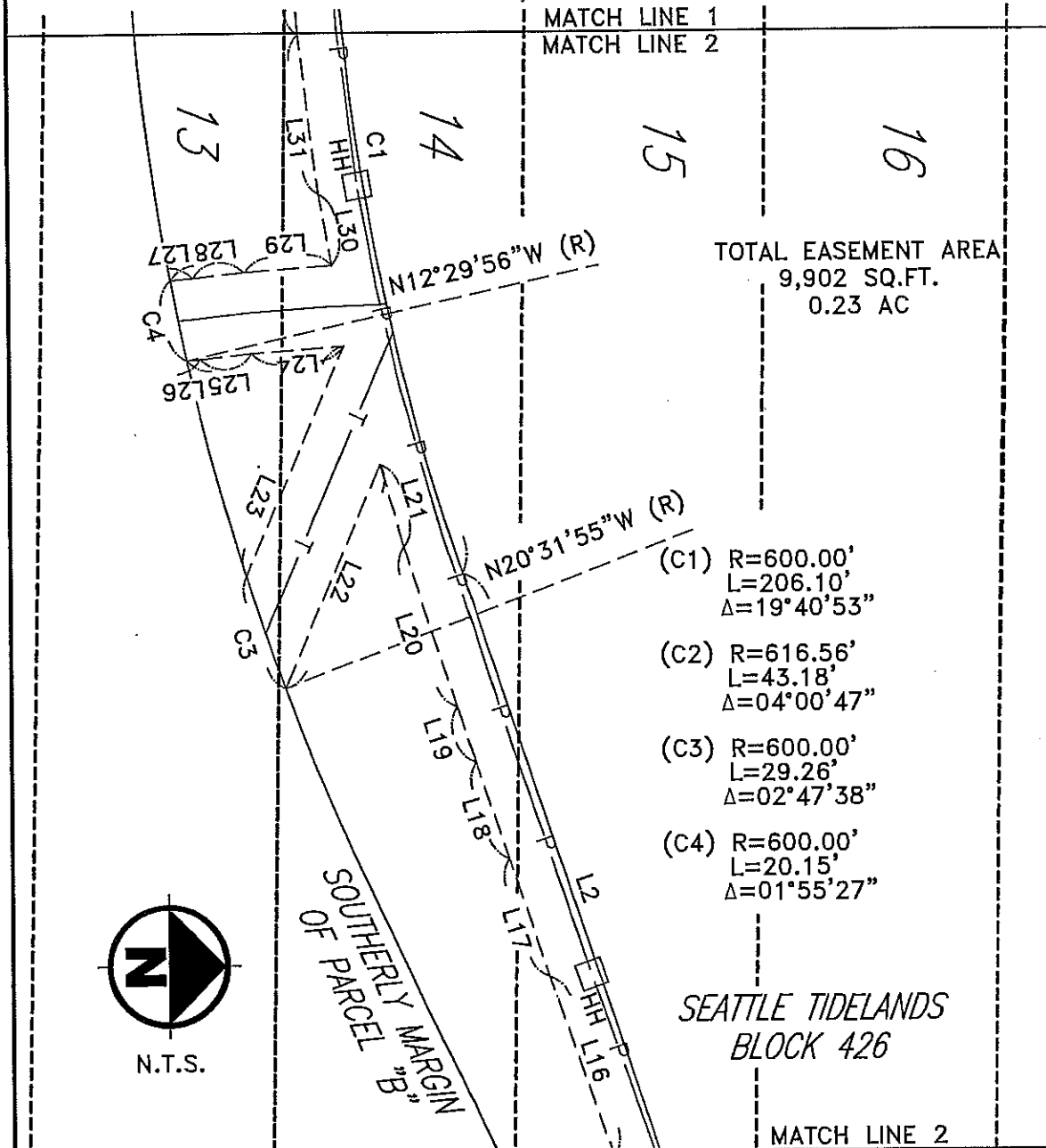
PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



TOTAL EASEMENT AREA
9,902 SQ.FT.
0.23 AC

	<p>T-5 UTILITY EASEMENT PORT OF SEATTLE POWER AND COMMUNICATION</p>	<p>BNSF_COM001</p>
	<p>EASEMENT EXHIBIT</p>	<p>DATE 10/12/2010</p>
	<p></p>	<p>SHEET NO. 1 OF 4</p>

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



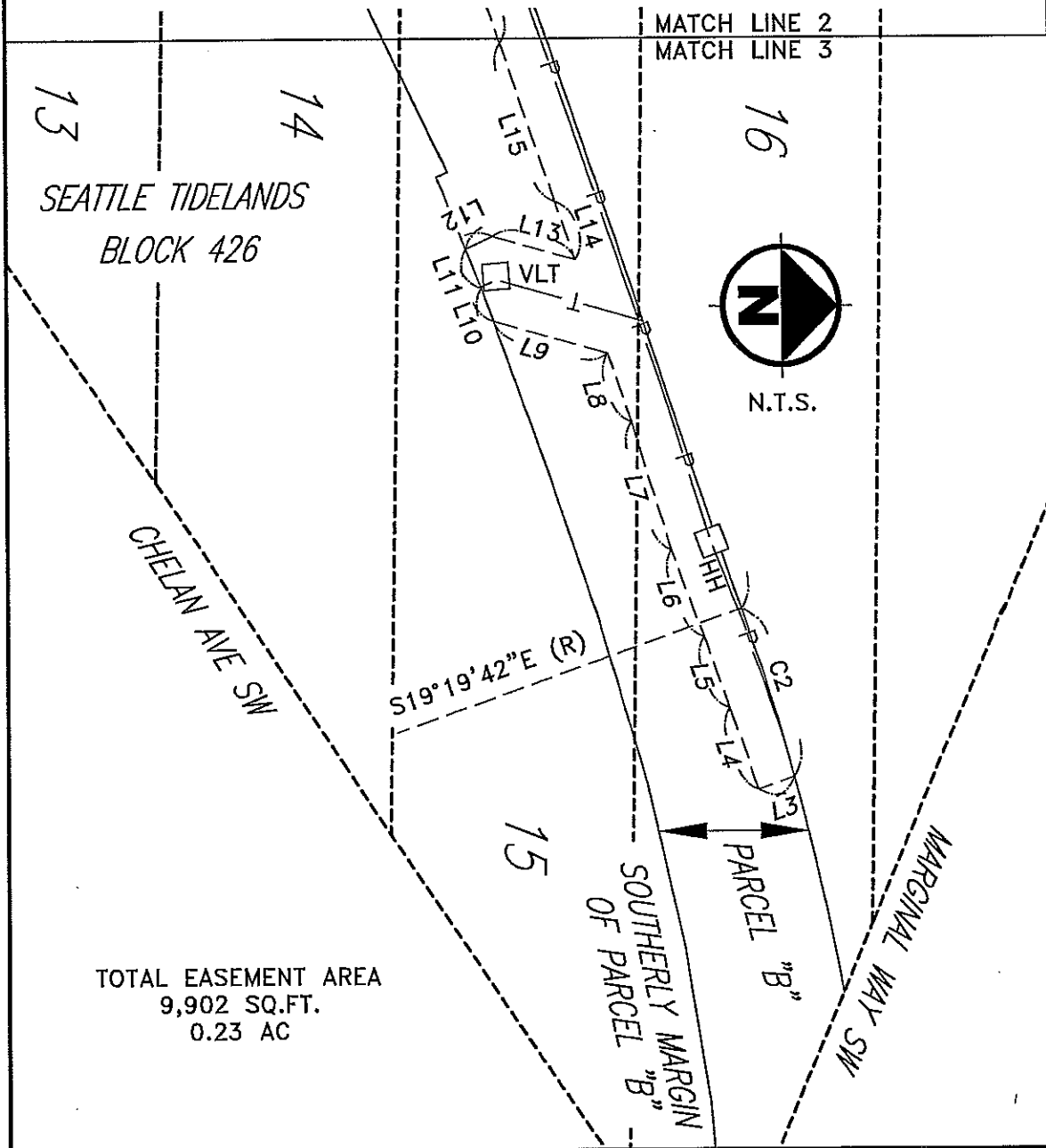
TOTAL EASEMENT AREA
9,902 SQ.FT.
0.23 AC

- (C1) R=600.00'
L=206.10'
Δ=19°40'53"
- (C2) R=616.56'
L=43.18'
Δ=04°00'47"
- (C3) R=600.00'
L=29.26'
Δ=02°47'38"
- (C4) R=600.00'
L=20.15'
Δ=01°55'27"



	<p>T-5 UTILITY EASEMENT PORT OF SEATTLE POWER AND COMMUNICATION</p>	<p>BNSF_COM001</p>
	<p>EASEMENT EXHIBIT</p>	<p>DATE 10/12/2010</p>
	<p>SHEET NO. 2 OF 4</p>	

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



TOTAL EASEMENT AREA
9,902 SQ.FT.
0.23 AC



T-5 UTILITY EASEMENT
PORT OF SEATTLE
POWER AND COMMUNICATION
EASEMENT EXHIBIT

BNSF_COM001
DATE 10/12/2010
SHEET NO. 3 OF 4

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON

- | | |
|--------------------------|-------------------------|
| L1 = S88°53'49"E 102.90' | L20= S72°00'14"W 41.25' |
| L2 = N71°25'18"W 298.10' | L21= S74°22'53"W 21.03' |
| L3 = S19°01'11"E 9.43' | L22= S66°00'17"E 59.95' |
| L4 = S70°58'49"W 21.11' | L23= N66°00'17"W 61.50' |
| L5 = S70°57'07"W 18.55' | L24= S03°57'50"E 23.16' |
| L6 = S69°15'57"W 22.80' | L25= S06°04'53"E 12.74' |
| L7 = S72°40'15"W 32.98' | L26= S04°33'40"E 3.29' |
| L8 = S71°04'43"W 17.72' | L27= N04°33'40"W 5.60' |
| L9 = S15°50'21"W 29.46' | L28= N06°04'53"W 12.79' |
| L10= S70°08'17"W 8.62' | L29= N03°57'50"W 22.04' |
| L11= S68°07'32"W 10.31' | L30= S79°43'08"W 17.80' |
| L12= N24°59'41"W 7.41' | L31= S82°56'28"W 39.64' |
| L13= N15°50'21"E 21.30' | L32= S86°20'35"W 28.35' |
| L14= S71°04'43"W 15.09' | L33= S89°16'32"W 42.45' |
| L15= S71°17'07"W 41.32' | L34= N88°47'42"W 39.68' |
| L16= S70°37'28"W 46.97' | L35= N88°45'55"W 36.95' |
| L17= S71°23'47"W 30.57' | L36= N89°34'02"W 18.32' |
| L18= S70°55'40"W 25.06' | L37= N33°43'43"W 13.38' |
| L19= S72°06'59"W 14.29' | |

TOTAL EASEMENT AREA
9,902 SQ.FT.
0.23 AC



T-5 UTILITY EASEMENT
PORT OF SEATTLE
POWER AND COMMUNICATION

EASEMENT EXHIBIT

BNSF_COM001

DATE
10/12/2010

SHEET NO.

4 OF 4

**PORT OF SEATTLE
POWER AND COMMUNICATION UTILITY EASEMENT**

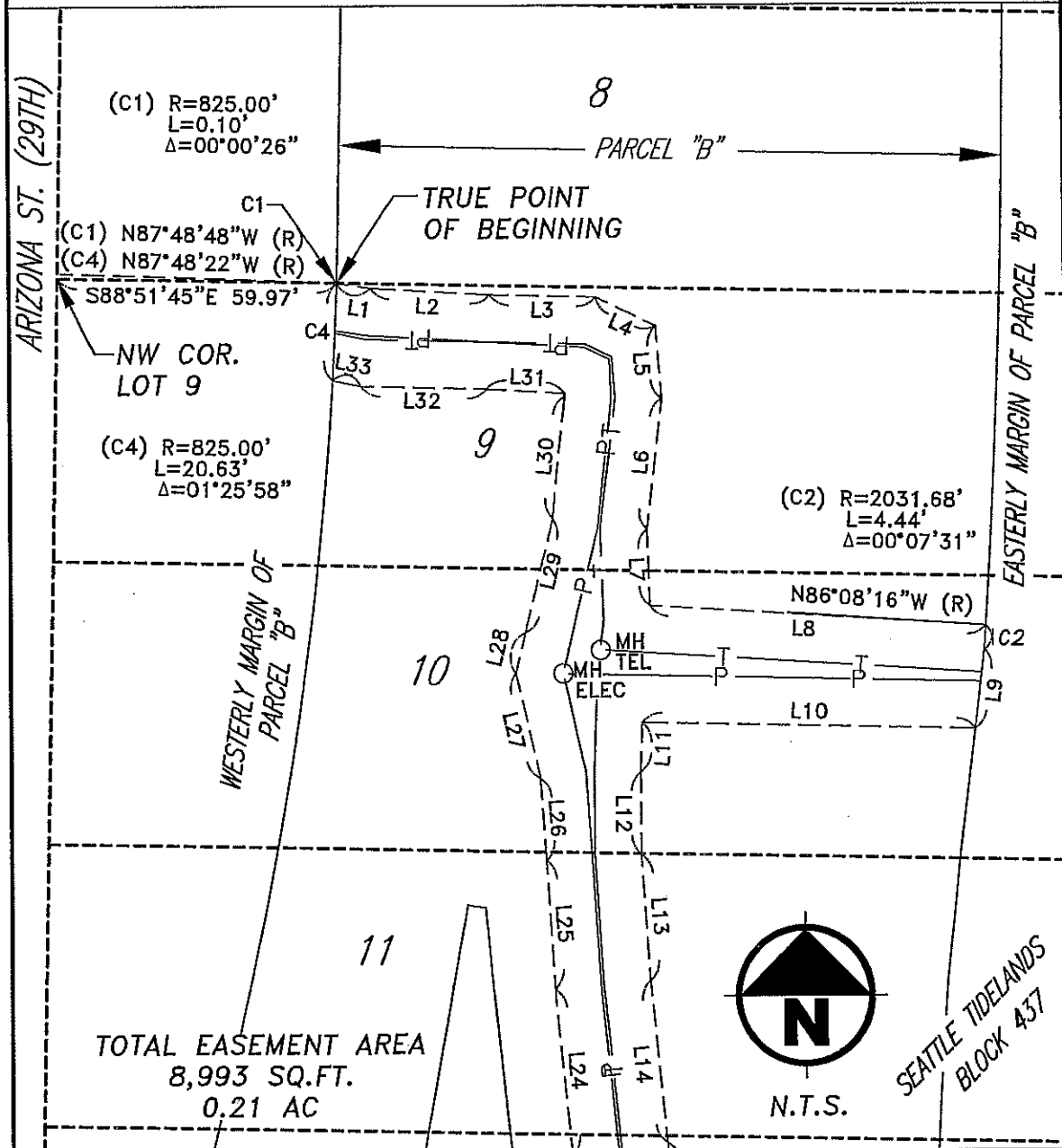
THAT PORTION OF LOTS 13, 14, 15 AND 16, BLOCK 426, SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN THOSE PORTIONS OF BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 14, BLOCK 426, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON;
THENCE SOUTH 01°08'15" WEST, ALONG THE WESTERLY LINE OF SAID LOT 14, A DISTANCE OF 49.59 FEET TO THE NORTHERLY MARGIN OF PARCEL "B";
THENCE SOUTH 88°53'49" EAST, ALONG NORTHERLY MARGIN OF SAID PARCEL, A DISTANCE OF 42.88 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 88°53'49" EAST, A DISTANCE OF 102.90 FEET TO AN INTERSECTION WITH A NON-TANGENT 600.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH WHICH CENTER BEARS NORTH 01°06'11" EAST, 600.00 FEET DISTANT;
THENCE EASTERLY ALONG PARCEL "B" AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°40'53", A DISTANCE OF 206.10 FEET;
THENCE NORTH 71°25'18" WEST, A DISTANCE OF 298.10 FEET TO AN INTERSECTION WITH A NON-TANGENT 616.56 FOOT RADIUS CURVE CONCAVE TO THE SOUTH WHICH CENTER BEARS SOUTH 19°19'42" EAST, 616.56 FEET DISTANT;
THENCE NORTHEASTERLY ALONG PARCEL "B" AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°00'47", A DISTANCE OF 43.18 FEET;
THENCE SOUTH 19°01'11" EAST, A DISTANCE OF 9.43 FEET;
THENCE SOUTH 70°58'49" WEST, A DISTANCE OF 21.11 FEET;
THENCE SOUTH 70°57'07" WEST, A DISTANCE OF 18.55 FEET;
THENCE SOUTH 69°15'57" WEST, A DISTANCE OF 22.80 FEET;
THENCE SOUTH 72°40'15" WEST, A DISTANCE OF 32.98 FEET;
THENCE SOUTH 71°04'43" WEST, A DISTANCE OF 17.72 FEET;
THENCE SOUTH 15°50'21" WEST, A DISTANCE OF 29.46 FEET TO THE SOUTHERLY MARGIN OF SAID PARCEL;
THENCE SOUTH 70°08'17" WEST, ALONG SOUTHERLY MARGIN OF SAID PARCEL, A DISTANCE OF 8.62 FEET;
THENCE SOUTH 68°07'32" WEST, ALONG SOUTHERLY MARGIN OF SAID PARCEL, A DISTANCE OF 10.31 FEET;
THENCE NORTH 24°59'41" WEST, A DISTANCE OF 7.41 FEET;
THENCE NORTH 15°50'21" EAST, A DISTANCE OF 21.30 FEET;
THENCE SOUTH 71°04'43" WEST, A DISTANCE OF 15.09 FEET;
THENCE SOUTH 71°17'07" WEST, A DISTANCE OF 41.32 FEET;
THENCE SOUTH 70°37'28" WEST, A DISTANCE OF 46.97 FEET;
THENCE SOUTH 71°23'47" WEST, A DISTANCE OF 30.57 FEET;
THENCE SOUTH 70°55'40" WEST, A DISTANCE OF 25.06 FEET;
THENCE SOUTH 72°06'59" WEST, A DISTANCE OF 14.29 FEET;
THENCE SOUTH 72°00'14" WEST, A DISTANCE OF 41.25 FEET;
THENCE SOUTH 74°22'53" WEST, A DISTANCE OF 21.03 FEET;
THENCE SOUTH 66°00'17" EAST, A DISTANCE OF 59.95 FEET TO THE SOUTHERLY MARGIN OF SAID PARCEL AND TO A NON-RADIAL INTERSECTION WITH AN ARC

OF CURVE CONCAVE TO THE NORTH, WHICH CENTER BEARS NORTH 20°31'55"
WEST, 600.00 FEET DISTANT;
THENCE WESTERLY ALONG THE SOUTHERLY MARGIN OF SAID PARCEL AND THE
ARC OF SAID CURVE TROUGH A CENTRAL ANGEL OF 02°47'38", A DISTANCE OF
29.26 FEET;
THENCE NORTH 66°00'17" WEST, A DISTANCE OF 61.50 FEET;
THENCE SOUTH 03°57'50" EAST, A DISTANCE OF 23.16 FEET;
THENCE SOUTH 06°04'53" EAST, A DISTANCE OF 12.74 FEET;
THENCE SOUTH 04°33'40" EAST, A DISTANCE OF 3.29 FEET TO THE SOUTHERLY
MARGIN OF SAID PARCEL AND TO A NON-RADIAL INTERSECTION WITH AN ARC
OF CURVE CONCAVE TO THE NORTH, WHICH CENTER BEARS NORTH 12°29'56"
WEST, 600.00 FEET DISTANT;
THENCE WESTERLY ALONG PARCEL "B" AND THE ARC OF SAID CURVE TROUGH A
CENTRAL ANGEL OF 01°55'27", A DISTANCE OF 20.15 FEET;
THENCE NORTH 04°33'40" WEST, A DISTANCE OF 5.60 FEET;
THENCE NORTH 06°04'53" WEST, A DISTANCE OF 12.79 FEET;
THENCE NORTH 03°57'50" WEST, A DISTANCE OF 22.04 FEET;
THENCE SOUTH 79°43'08" WEST, A DISTANCE OF 17.80 FEET;
THENCE SOUTH 82°56'28" WEST, A DISTANCE OF 39.64 FEET;
THENCE SOUTH 86°20'35" WEST, A DISTANCE OF 28.35 FEET;
THENCE SOUTH 89°16'32" WEST, A DISTANCE OF 42.45 FEET;
THENCE NORTH 88°47'42" WEST, A DISTANCE OF 39.68 FEET;
THENCE NORTH 88°45'55" WEST, A DISTANCE OF 36.95 FEET;
THENCE NORTH 89°34'02" WEST, A DISTANCE OF 18.32 FEET;
THENCE NORTH 33°43'43" WEST, A DISTANCE OF 13.38 FEET TO THE TRUE POINT
OF BEGINNING.

CONTAINING 9,902 SQUARE FEET OR 0.23 ACRES MORE OR LESS.

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON



T-5 UTILITY EASEMENT
PORT OF SEATTLE
POWER AND COMMUNICATION
EASEMENT EXHIBIT

BNSF_COM002

DATE
10/15/2010

SHEET NO.

1 OF 2

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON

11
TOTAL EASEMENT AREA
8,993 SQ.FT.
0.21 AC



SEATTLE TIDELANDS
BLOCK 437

WESTERLY MARGIN OF
PARCEL "B"

(C3) R=607.86'
L=20.74'
Δ=01°57'17"
N88°35'55"E (R)

13

- L1 = S 81°47'13" E 7.38'
- L2 = S 86°42'35" E 25.66'
- L3 = S 88°35'59" E 22.93'
- L4 = S 64°15'35" E 14.21'
- L5 = S 04°33'50" E 15.43'
- L6 = S 06°59'47" W 27.99'
- L7 = S 01°46'49" E 16.17'
- L8 = S 86°25'01" E 72.80'
- L9 = S 07°20'17" W 17.58'
- L10 = N 88°43'37" W 71.92'
- L11 = S 02°19'37" W 10.48'
- L12 = S 00°05'50" E 17.52'
- L13 = S 03°35'43" E 26.82'
- L14 = S 05°33'43" E 34.72'
- L15 = S 09°29'38" E 29.25'
- L16 = S 21°21'45" E 9.19'
- L17 = S 42°43'38" E 4.08'

14

- L18 = S 56°38'35" E 4.80'
- L19 = S 83°10'19" E 43.34'
- L20 = N 83°13'37" W 48.12'
- L21 = N 87°25'17" W 23.51'
- L22 = N 05°39'00" W 29.05'
- L23 = N 09°34'48" W 31.07'
- L24 = N 05°30'52" W 35.61'
- L25 = N 03°41'49" W 27.37'
- L26 = N 03°42'01" W 17.46'
- L27 = N 12°54'06" W 22.87'
- L28 = N 13°25'46" E 8.86'
- L29 = N 14°09'55" E 24.95'
- L30 = N 06°13'45" E 26.10'
- L31 = N 86°42'35" W 16.83'
- L32 = N 88°35'59" W 26.97'
- L33 = N 78°35'19" W 6.31'

← PARCEL "B" →



T-5 UTILITY EASEMENT
PORT OF SEATTLE
POWER AND COMMUNICATION
EASEMENT EXHIBIT

BNSF_COM002
DATE 10/15/2010
SHEET NO. 2 OF 2

**PORT OF SEATTLE
POWER AND COMMUNICATION UTILITY EASEMENT**

THAT PORTION OF LOTS 9, 10, 11, 12 AND 13, BLOCK 437, SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 9, BLOCK 437, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON;
THENCE SOUTH 88°51'45" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 9, A DISTANCE OF 59.97 FEET TO THE WESTERLY MARGIN OF SAID PARCEL AND A NON-RADIAL INTERSECTION WITH AN ARC OF CURVE CONCAVE TO THE NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 87°48'48" WEST, 825.00 FEET DISTANT;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°00'26", A DISTANCE OF 0.10 FEET TO A TRUE POINT OF BEGINNING;
THENCE SOUTH 81°47'13" EAST, A DISTANCE OF 7.38 FEET;
THENCE SOUTH 86°42'35" EAST, A DISTANCE OF 25.66 FEET;
THENCE SOUTH 88°35'59" EAST, A DISTANCE OF 22.93 FEET;
THENCE SOUTH 64°15'35" EAST, A DISTANCE OF 14.21 FEET;
THENCE SOUTH 04°33'50" EAST, A DISTANCE OF 15.43 FEET;
THENCE SOUTH 06°59'47" WEST, A DISTANCE OF 27.99 FEET;
THENCE SOUTH 01°46'49" EAST, A DISTANCE OF 16.17 FEET;
THENCE SOUTH 86°25'01" EAST, A DISTANCE OF 72.80 FEET TO THE EASTERLY MARGIN OF SAID PARCEL AND TO A NON-RADIAL INTERSECTION WITH AN ARC OF CURVE CONCAVE TO THE NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 86°88'16" WEST, 2031.68 FEET DISTANT;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°07'31", A DISTANCE OF 4.44 FEET;
THENCE SOUTH 07°20'17" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 17.58 FEET;
THENCE NORTH 88°43'37" WEST, A DISTANCE OF 71.92 FEET;
THENCE SOUTH 02°19'37" WEST, A DISTANCE OF 10.48 FEET;
THENCE SOUTH 00°05'50" EAST, A DISTANCE OF 17.52 FEET;
THENCE SOUTH 03°35'43" EAST, A DISTANCE OF 26.82 FEET;
THENCE SOUTH 05°33'43" EAST, A DISTANCE OF 34.72 FEET;
THENCE SOUTH 09°29'38" EAST, A DISTANCE OF 29.25 FEET;
THENCE SOUTH 21°21'45" EAST, A DISTANCE OF 9.19 FEET;
THENCE SOUTH 42°43'38" EAST, A DISTANCE OF 4.08 FEET;
THENCE SOUTH 56°38'35" EAST, A DISTANCE OF 4.80 FEET;
THENCE SOUTH 83°10'19" EAST, A DISTANCE OF 43.34 FEET TO THE EASTERLY MARGIN OF SAID PARCEL AND TO A NON-RADIAL INTERSECTION WITH AN ARC OF CURVE CONCAVE TO THE NORTHEAST FROM WHICH ITS CENTER BEARS NORTH 88°35'55" EAST, 607.86 FEET DISTANT;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°57'17", A DISTANCE OF 20.74 FEET;
THENCE NORTH 83°13'37" WEST, A DISTANCE OF 48.12 FEET;

THENCE NORTH 87°25'17" WEST, A DISTANCE OF 23.51 FEET;
THENCE NORTH 05°39'00" WEST, A DISTANCE OF 29.05 FEET;
THENCE NORTH 09°34'48" WEST, A DISTANCE OF 31.07 FEET;
THENCE NORTH 05°30'52" WEST, A DISTANCE OF 35.61 FEET;
THENCE NORTH 03°41'49" WEST, A DISTANCE OF 27.37 FEET;
THENCE NORTH 03°42'01" WEST, A DISTANCE OF 17.46 FEET;
THENCE NORTH 12°54'06" WEST, A DISTANCE OF 22.87 FEET;
THENCE NORTH 13°25'46" EAST, A DISTANCE OF 8.86 FEET;
THENCE NORTH 14°09'55" EAST, A DISTANCE OF 24.95 FEET;
THENCE NORTH 06°13'45" EAST, A DISTANCE OF 26.10 FEET;
THENCE NORTH 86°42'35" WEST, A DISTANCE OF 16.83 FEET;
THENCE NORTH 88°35'59" WEST, A DISTANCE OF 26.97 FEET;
THENCE NORTH 78°35'19" WEST, A DISTANCE OF 6.31 FEET TO THE WESTERLY
MARGIN OF SAID PARCEL AND TO A NON-RADIAL INTERSECTION WITH AN ARC
OF CURVE CONCAVE TO THE NORTHWEST FROM WHICH ITS CENTER BEARS
NORTH 87°48'22" WEST, 825.00 FEET DISTANT;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 01°25'58", A DISTANCE OF 20.63 FEET TO THE TRUE POINT OF
BEGINNING.

CONTAINING 8,993 SQUARE FEET OR 0.21 ACRES MORE OR LESS.

**PORT OF SEATTLE
POWER AND COMMUNICATION UTILITY EASEMENT**

THOSE PORTIONS OF LOTS 1, 2, 3, AND 4, BLOCK 440A, HALLER'S SUPPLEMENTAL PLAT OF PORTIONS OF BLOCKS 428, 432, 433, 439, 440, 441, 442 SEATTLE TIDELANDS, AS RECORDED IN VOLUME 12 OF PLATS, PAGE 91 AND FILED UNDER RECORDING NUMBER 19060128373209, RECORDS OF KING COUNTY, WASHINGTON, AND LOT 3, BLOCK 440, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON, SITUATED IN SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1;
THENCE SOUTH 88°51'45" EAST, ALONG THE NORTHERLY MARGIN OF SAID LOT 1, A DISTANCE OF 18.27 FEET TO THE WESTERLY MARGIN OF SAID PARCEL "B";
THENCE SOUTH 12°30'04" EAST ALONG WESTERLY MARGIN OF SAID PARCEL "B", A DISTANCE OF 84.06 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 88°34'28" EAST, A DISTANCE OF 129.94 FEET, TO A POINT HEREON REFERRED TO AS POINT "A" AND ALSO BEING THE EASTERLY MARGIN OF PARCEL "B";
THENCE SOUTH 12°48'41" EAST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 28.50 FEET TO THE NORTH LINE OF LOT 3 OF SAID BLOCK 440;
THENCE SOUTH 12°48'41" EAST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 2.17 FEET;
THENCE NORTH 87°39'54" WEST, A DISTANCE OF 100.55 FEET TO THE NORTH LINE OF LOT 3 OF SAID BLOCK 440;
THENCE NORTH 87°39'54" WEST, A DISTANCE OF 30.10 FEET TO THE WESTERLY MARGIN OF SAID PARCEL "B";
THENCE NORTH 12°30'04" WEST, ALONG THE WESTERLY MARGIN OF SAID PARCEL "B", A DISTANCE OF 28.48 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH:

THAT PORTION OF LOT 3 AND LOT 4, BLOCK 440A, HALLER'S SUPPLEMENTAL PLAT OF PORTIONS OF BLOCKS 428, 432, 433, 439, 440, 441, 442 SEATTLE TIDELANDS, AS RECORDED IN VOLUME 12 OF PLATS, PAGE 91 AND FILED UNDER RECORDING NUMBER 19060128373209, RECORDS OF KING COUNTY, WASHINGTON AND LOT 3, BLOCK 440, PLAT OF SEATTLE TIDELANDS, SITUATED IN SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID POINT "A";
THENCE SOUTH 88°34'28" EAST, A DISTANCE OF 4.14 FEET, TO THE WESTERLY MARGIN OF SAID PARCEL "B" AND ALSO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 88°34'28" EAST, A DISTANCE OF 19.20 FEET TO THE EASTERLY MARGIN OF SAID PARCEL "B";
THENCE SOUTH 07°03'57" EAST, ALONG EASTERLY MARGIN OF SAID PARCEL, A DISTANCE OF 27.82 FEET TO THE NORTH LINE OF LOT 3 OF SAID BLOCK 440;
THENCE SOUTH 07°03'57" EAST, ALONG EASTERLY MARGIN OF SAID PARCEL, A DISTANCE OF 2.55 FEET;

THENCE NORTH 87°39'54" WEST, A DISTANCE OF 19.26 FEET TO SAID WESTERLY MARGIN;

THENCE NORTH 07°03'11" WEST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 2.14 FEET TO THE NORTH LINE OF LOT 3 OF SAID BLOCK 440;

THENCE NORTH 07°03'11" WEST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 27.92 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 4,304 SQUARE FEET OR 0.10 ACRES MORE OR LESS.

PORTION OF
SECTION 13 TWN. 24 N., RNG. 3 E., W.M.
KING COUNTY, WASHINGTON

TOTAL EASEMENT AREA
2,465 SQ.FT.
0.06 AC

MINNESOTA ST. (28TH)

SW SPOKANE ST. (FORMERLY OREGON ST.)

SEATTLE TIDELANDS
BLOCK 434

23 SOUTHERLY MARGIN OF PARCEL "B"

PARCEL "B"

- L1 = N10°45'35"E 46.13'
- L2 = N76°47'55"W 27.62'
- L3 = N76°47'55"W 17.42'
- L4 = N14°41'20"E 15.48'
- L5 = N74°33'54"E 37.42'

S01°08'15"W
10.81'

NW COR.
LOT 23

N12°32'58"E (R)

POINT "A"

(C1) R=611.23'
L=44.59'
Δ=04°10'46"



N.T.S.



T-5 UTILITY EASEMENT
PORT OF SEATTLE
AIR UTILITIES

EASEMENT EXHIBIT

BNSF_AIR001

DATE
10/20/2010

SHEET NO.

1 OF 1

**PORT OF SEATTLE
AIR UTILITY EASEMENT**

A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF LOT 23, BLOCK 434, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE SOUTH 01°08'15" WEST, ALONG THE WESTERLY MARGIN OF LOT 23, SAID BLOCK 434, A DISTANCE OF 10.81 FEET TO THE SOUTHERLY MARGIN OF SAID PARCEL "B" AND TO A NON-RADIAL INTERSECTION WITH AN ARC OF CURVE CONCAVE TO THE NORTHEAST FROM WHICH ITS CENTER BEARS NORTH 12°32'58" EAST, 611.23 FEET DISTANT; THENCE EASTERLY ALONG SOUTHERLY MARGIN OF SAID PARCEL AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°10'46", A DISTANCE OF 44.59 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 10°45'35" EAST, A DISTANCE OF 46.13 FEET; THENCE NORTH 76°47'55" WEST, A DISTANCE OF 27.62 FEET TO A POINT HEREON REFERRED TO AS POINT "A"; THENCE NORTH 76°47'55" WEST, A DISTANCE OF 17.42 FEET; THENCE NORTH 14°41'20" EAST, A DISTANCE OF 15.48 FEET TO THE NORTHERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE;

TOGETHER WITH:

A STRIP OF LAND 20 FEET IN WIDTH SITUATED IN SECTION 13, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., KING COUNTY, WASHINGTON AND LYING WITHIN BURLINGTON NORTHERN SANTA FE PARCEL "B" AS SHOWN IN CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, DEPARTMENT OF PLANNING AND DEVELOPMENT PROJECT NUMBERS 3011161, 3011465, 3011466, AND 3011467, THE SIDELINES OF SAID STRIP BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE AFORSAID POINT "A";

THENCE NORTH 74°33'54" EAST, A DISTANCE OF 37.42 FEET TO THE NORTHERLY MARGIN OF SAID PARCEL AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIPS TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS AND TO TERMINATE AT SAID NORTHERLY AND SOUTHERLY MARGINS.

CONTAINING 2,465 SQUARE FEET OR 0.06 ACRES MORE OR LESS.

EXHIBIT "J-1"

Form of Utility Easement

EASEMENT

THIS EASEMENT ("**Easement**") is made to be effective as of the ____ day of _____, 20__ ("**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**") and the **PORT OF SEATTLE**, a Washington municipal corporation ("**Grantee**").

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

GENERAL

1. Grantor hereby grants Grantee, for the benefit of the Benefitted Property (defined below), a non-exclusive easement, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, licenses, easements, liens or other encumbrances, and upon the terms and conditions set forth below, to use the area of Grantor's property shown on the Drawings, attached hereto, marked **Exhibit "A"**, and made a part hereof, situated in the City of Seattle, King County, State of Washington ("**Premises**") for the purposes specified in **Section 3** below, with such easement to be appurtenant to property described on **Exhibit "B"** attached hereto (the "**Benefitted Property**").
2. Grantee shall not disturb any improvements of Grantor or Grantor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.
3. Grantee shall use Premises exclusively as a site for the operation, maintenance, repair, replacement, and removal of the following existing utilities of Grantee: water, storm, power, communications, gas, and air utilities (collectively, the "**Utilities**"). Grantee shall not use the Premises for any other purpose whatsoever. Grantee shall not use or store hazardous substances, as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("**CERCLA**") or petroleum or oil as defined by applicable Environmental Laws (defined below) on the Premises.
4. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, Grantor shall not be liable to refund Grantee any compensation paid hereunder or for any damage Grantee sustains in connection therewith.
5. Any contractors or subcontractors performing work on the Premises, or entering the Premises on behalf of Grantee shall be deemed agents of Grantee for purposes of this Easement.
6. *Intentionally Deleted.*

COMPENSATION

7. (a) Grantee agrees to reimburse Grantor (within thirty (30) days after receipt of bills therefor) for all costs and expenses incurred by Grantor in connection with Grantee's use of the Premises, including but not limited to the furnishing of Grantor's flaggers and any vehicle rental costs incurred. The cost of flagger services provided by Grantor, when deemed necessary by Grantor's representative, will be borne by Grantee. Flagging costs shall include, but not be limited to, pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); Grantor and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging; and supervision. Negotiations for Grantor labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. The flagging rates in effect at the time of performance by the flaggers will be used to calculate the costs of flagging pursuant to this paragraph.
- (b) All invoices are due thirty (30) days after the date of invoice. In the event that Grantee shall fail to pay any monies due to Grantor within thirty (30) days after the invoice date, then Grantee shall pay interest on such unpaid sum from thirty (30) days after its invoice date to the date of payment by Grantee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last

published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in *The Wall Street Journal* in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

COMPLIANCE WITH LAWS

8. (a) Grantee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the use of the Premises.
- (b) Prior to entering the Premises, Grantee shall and shall cause its contractor to comply with all Grantor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Grantee shall complete and shall require its contractor to complete the safety-training program at the following Website "<http://contractororientation.com>". This program must be completed no more than one year in advance of Grantee's entry on the Premises.

DEFINITION OF COST AND EXPENSE

9. For the purpose of this Easement, "cost" or "costs" "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

RIGHT OF GRANTOR TO USE

10. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:
 - (a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;
 - (b) to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or
 - (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the purpose specified in **Section 3** above.

GRANTEE'S OPERATIONS

11. (a) Grantee shall notify Grantor's Roadmaster at 2454 Occidental Avenue S., # 1A, Seattle, WA 98134, telephone at least ten (10) business days prior to entering the Premises for any subsequent maintenance or other activities related to the Utilities. In the event of emergency, Grantee shall notify Grantor of Grantee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry. After completion of use of the Premises for the purpose specified in **Section 3**, Grantee shall notify Grantor in writing that such use has been completed.
 - (b) In performing the work described in Section 3, Grantee shall use only public roadways or designated roadway easements as granted by Grantor in writing to cross from one side of Grantor's tracks to the other. In the event a public roadway or designated roadway easement is not available, Grantee will contact Grantor's Permit Department to obtain a permit. Notwithstanding the foregoing, Grantor shall not unreasonably withhold a permit request by Grantee.
12. (a) Under no conditions shall Grantee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Grantee has obtained prior written approval from Grantor. Grantee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Grantor, or the safe operation and activities of Grantor. If ordered to cease using the Premises at any time by Grantor's personnel due to any hazardous condition, Grantee shall

immediately do so. Notwithstanding the foregoing right of Grantor, the parties agree that Grantor has no duty or obligation to monitor Grantee's use of the Premises to determine the safe nature thereof, it being solely Grantee's responsibility to ensure that Grantee's use of the Premises is safe. Neither the exercise nor the failure by Grantor to exercise any rights granted in this Section will alter the liability allocation provided by this Easement.

- (b) Grantee shall, at its sole cost and expense and subject to the supervision of Grantor's Roadmaster, locate and maintain the Utilities in such a manner and of such material that it will not at any time be a source of danger to or interference with the present or future tracks, roadbed and property of Grantor, or the safe operation of its railroad. If at any time Grantee shall, in the judgment of Grantor, fail to perform properly its obligations under this paragraph, Grantor may, at its option, itself perform such work as it deems necessary for the safe operation of its railroad, and in such event Grantee agrees to pay, within fifteen (15) days after bill shall have been rendered therefor, the cost so incurred by Grantor, but failure on the part of Grantor to perform the obligations of Grantee shall not release Grantee from liability hereunder for loss or damage occasioned thereby.
13. During any maintenance performed on the Utilities, Grantee shall perform such work in a manner to preclude damage to the property of Grantor, and preclude interference with the operation of its railroad. After performing any maintenance on the Utilities, Grantee shall, at Grantee's own cost and expense, restore Grantor's premises to their former state as of the Effective Date above, subject to all changes made by or for Grantor subsequent to the Effective Date.
14. If at any time during the term of this Easement, Grantor shall desire the use of its rail corridor in such a manner as would, in Grantor's reasonable opinion, be interfered with by the Utilities, Grantee shall, at its sole expense, within thirty (30) days after receiving written notice from Grantor to such effect, make such changes in the Utilities as in the sole discretion of Grantor may be necessary to avoid interference with the proposed use of Grantor's rail corridor, including, without limitation, the relocation of the existing or the construction of new Utilities.
15. (a) Prior to Grantee conducting any boring work on or about any portion of the Premises, Grantee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, the Grantee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Grantee's written request, which shall be made thirty (30) business days in advance of Grantee's requested entry on the Premises, Grantor will provide Grantee any information that Grantor's Engineering Department has in its possession concerning the existence and approximate location of Grantor's underground utilities and pipelines on the Premises. Prior to conducting any such boring work, the Grantee will review all such material. Grantor does not warrant the accuracy or completeness of information relating to subsurface conditions and Grantee's operations will be subject at all times to the liability provisions herein.
- (b) For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by the Grantee and reviewed by Grantor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Grantor's reasonable opinion that granular material is present, Grantor may select a new location for Grantee's use, or may require Grantee to furnish for Grantor's review and approval, in its sole discretion a remedial plan to deal with the granular material. Once Grantor has approved any such remedial plan in writing, Grantee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
16. Any open hole, boring or well constructed upon Premises by Grantee shall be safely covered and secured at all times when Grantee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Grantee shall be:
- (a) filled in to surrounding ground level with compacted bentonite grout; or
 - (b) otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on the Premises for more than ten (10) days, but must be properly disposed of by Grantee in accordance with applicable Legal Requirements.

17. Upon completion of Grantee's work on the Premises or upon termination of this Easement, whichever shall occur first, Grantee shall, at its sole cost and expense:
- (a) remove all of its equipment from the Premises;
 - (b) remove the Utilities at Grantor's sole discretion;
 - (c) report and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
 - (d) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
 - (e) leave the Premises in the condition which existed as of the Effective Date of this Easement, subject to all changes made by or for Grantor subsequent to the Effective Date.
18. Grantee's on-site supervision shall retain/maintain a fully-executed copy of this Easement at all times while on the Premises.

LIABILITY

19. (a) **TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR AND GRANTOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND, AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") RESULTING FROM:**
- (i) **BREACH OF THIS EASEMENT, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
 - (ii) **OCCUPATION AND USE OF THE PREMISES BY THE UTILITIES CONTEMPLATED IN THIS EASEMENT,**
 - (iii) **ENVIRONMENTAL CONDITIONS ON THE PREMISES TO THE EXTENT CAUSED BY GRANTEE AFTER THE EFFECTIVE DATE, OR**
 - (iv) **ANY ACT OR OMISSION OF GRANTEE OR GRANTEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,**
- EXCEPT TO THE EXTENT SUCH LIABILITIES (i) RESULT FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE, OR (ii) ARE WHOLLY CAUSED BY THE SOLE NEGLIGENCE OF AN INDEMNITEE.**
- (b) **FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 19(a), GRANTEE SHALL NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT GRANTOR IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE UTILITIES FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. GRANTEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS EASEMENT SHALL NOT IN ANY WAY SUBJECT GRANTOR TO CLAIMS THAT GRANTOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS.**
- (c) **TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE FURTHER AGREES, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF GRANTEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM**

OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

- (d) Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this Easement for which Grantee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Grantee shall 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.
- (e) In conformance with and limited to the applicable effect of §4.24.115 RCW, insofar as this Easement shall be adjudicated a "contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate" as defined in §4.24.115 RCW and insofar as the indemnity provisions set forth in any of the preceding sections or any rider, amendment or addendum hereto, to indemnify any Indemnatee, or the agents or employees of any Indemnatee, or any legal entity for whose negligence, acts or omissions any of them may be liable, from liability, claims, damages, losses or expenses, including reasonable attorneys' fees, arising out of, in whole or in part, (i) the negligence of any Indemnatee, or of the agents or employees of any Indemnatee, or of any legal entity for whose negligence, acts or omissions any of them may be liable for, such indemnity provisions shall be only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of Grantee or its officers, employees or agents, and (ii) Grantee waives Grantee's immunity under industrial insurance, Title 51 RCW, and this waiver has been mutually negotiated by Grantor and Grantee.

PERSONAL PROPERTY WAIVER

20. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF GRANTEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

INSURANCE

21. Grantee shall, at its sole cost and expense, procure and maintain during the life of this Easement the following insurance coverage:

- (a) Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by Grantee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- ◆ Bodily Injury and Property Damage
 - ◆ Personal Injury and Advertising Injury
 - ◆ Fire legal liability
 - ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Grantor.
- ◆ Additional insured endorsement in favor of and acceptable to Grantor and Jones Lang LaSalle Brokerage, Inc.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Grantor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Grantor employees.

- (b) Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- ◆ Bodily injury and property damage
 - ◆ Any and all vehicles owned, used or hired
 - ◆ Waiver of subrogation in favor of and acceptable to Grantor.
 - ◆ Additional insured endorsement in favor of and acceptable to Grantor.
 - ◆ Separation of insureds.
 - ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Grantor.
- (c) Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:
- ◆ Grantee's statutory liability under the workers' compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Grantor.

- (d) If maintenance of the Utilities is needed at a later date, a Railroad Protective Liability Insurance Policy shall be required. This insurance shall name only Grantor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
 - ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
 - ◆ No other endorsements restricting coverage may be added.
 - ◆ The original policy must be provided to Grantor prior to performing any work or services under this Easement.

In lieu of providing a Railroad Protective Liability Policy, Grantee may participate in Grantor's Blanket Railroad Protective Liability Insurance Policy available to Grantee or its contractor. The limits of coverage are the same as above. The cost is \$_____.

- I elect to participate in Grantor's Blanket Policy;
- I elect not to participate in Grantor's Blanket Policy.

Other Requirements:

Grantee agrees to waive its right of recovery against Grantor for all claims and suits against Grantor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Grantor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Grantee further waives its right of recovery, and its insurers also waive their right of subrogation against Grantor for loss of its owned or leased property or property under its care, custody, or control.

With the exception of Railroad Protective Liability Insurance, Grantee may self-insure up to an amount of \$1,000,000. Any self-insured retention or other financial responsibility for claims up to an amount of \$1,000,000 shall be covered directly by Grantee in lieu of insurance. Any and all Grantor liabilities that would otherwise, in accordance with the provisions of this Easement, be covered by Grantee's insurance will be covered as if Grantee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing any work, Grantee shall furnish to Grantor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance

company(ies) issuing such policy(ies) to notify Grantor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Grantor arising out of this Easement, Grantee will make available any required policy covering such claim or lawsuit.

Any insurance policy shall be written by a reputable insurance company acceptable to Grantor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Grantee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Easement. Annually, Grantee agrees to provide evidence of such coverage as required hereunder.

Grantee represents that this Easement has been thoroughly reviewed by Grantee's insurance agent(s)/broker(s), who have been instructed by Grantee to procure the insurance coverage required by this Easement.

Not more frequently than once every five years, Grantor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Grantee, Grantee shall endeavor to require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Grantor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Grantor to the same extent and under the same terms and conditions as Grantee is required to release, defend and indemnify Grantor herein.

Failure to provide evidence as required by this **Section 21** shall entitle, but not require, Grantor to terminate this Easement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Grantee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Grantee shall not be deemed to release or diminish the liability of Grantee including, without limitation, liability under the indemnity provisions of this Easement. Damages recoverable by Grantor shall not be limited by the amount of the required insurance coverage.

For purposes of this **Section 21**, Grantor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

ENVIRONMENTAL

22. (a) Grantee shall strictly comply with all federal, state and local environmental laws and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Grantee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- (b) Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises caused by Grantee. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.
- (c) In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws caused by Grantee at the Premises after the Effective Date, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Grantor's right-of-way.

- (d) Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

ALTERATIONS

23. Grantee may not make any alterations of the Premises or permanently affix anything to the Premises without Grantor's prior written consent.

NO WARRANTIES

24. **GRANTOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS EASEMENT AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY GRANTOR OTHER THAN THOSE CONTAINED IN THIS EASEMENT. GRANTEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

QUIET ENJOYMENT

25. **GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

DEFAULT

26. If default shall be made in any of the covenants or agreements of Grantee contained in this Easement, or in case of any assignment or transfer of this Easement by operation of law, Grantor may, at its option, terminate this Easement by serving ten (10) days' notice in writing upon Grantee. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any Section of this Easement. The remedy set forth in this **Section 26** shall be in addition to, and not in limitation of, any other remedies that Grantor may have at law or in equity.

LIENS

27. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on Premises. Grantor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 27** or any other Section of this Easement.

TERMINATION

28. If at any time Grantee fails to properly perform its obligations under this Easement Agreement, Grantee shall have a cure period of fifteen (15) days after receipt of notice of default from Grantor for matters involving or related to any condition, including without limitation, any environmental condition, on, about or affecting the Premises, which in Grantor's sole judgment interferes with or endangers Grantor's operations, and a cure period of thirty (30) days after receipt of notice of default from Grantor for all other defaults. At the expiration of such cure period, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, (ii) terminate this Easement if Grantee fails to perform such obligation within 30 days after written notice thereof from Grantor to Grantee, or (iii) at Grantee's sole cost, arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority of permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee shall not alter the liability allocation set forth in this Easement.

29. (a) Removal of Improvements and Restoration. Upon termination of this Easement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:
- (i) remove all of the Utilities and all appurtenances thereto from the Premises at Grantor's sole discretion;
 - (ii) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
 - (iii) remedy and unsafe conditions on the Premises created or aggravated by Grantee; and
 - (iv) leave the Premises in the condition which existed as of the Effective Date.
- (b) Limited License for Entry. If this Easement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement. Termination will not release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when the Utilities, if any, are removed and the Premises is restored to its condition as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

ASSIGNMENT

30. No assignment of Grantee's rights hereunder shall be effective unless the proposed assignee assumes in writing all of Grantee's obligations under this Easement. Subject to the foregoing, this Easement shall inure to the benefit of and be binding upon Grantor and Grantee's successors and assigns.

NOTICES

31. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall 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: Jones Lang LaSalle Brokerage, Inc.
3017 Lou Menk Drive, Suite 100
Fort Worth, TX 76131
Attn: Licenses/Permits

with a copy to: BNSF Railway Company
2500 Lou Menk Dr. -- AOB3
Fort Worth, TX 76131
Attn: Director Real Estate

If to Grantee: Port of Seattle
2711 Alaskan Way
Seattle, WA 98111
Attn: Seaport Managing Director

SURVIVAL

32. Neither termination nor expiration will release either party from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Premises are restored to its condition as of the Effective Date.

RECORDATION

33. It is understood and agreed that this Easement shall not be placed on public record. A memorandum of this Easement may be recorded at either party's written request.

APPLICABLE LAW

34. All questions concerning the interpretation or application of provisions of this Easement shall be decided according to the substantive Legal Requirements of the State of Washington without regard to conflicts of law provisions. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Easement shall be instituted and litigated in the U.S. District Court for the Western District of Washington without regard to conflicts of laws principles.

SEVERABILITY

35. To the maximum extent possible, each provision of this Easement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Easement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Easement.

INTEGRATION

36. This Easement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties involving the Premises.

MISCELLANEOUS

37. In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties.
38. The waiver by Grantor of the breach of any provision herein by Grantee shall in no way impair the right of Grantor to enforce that provision for any subsequent breach thereof.
39. All provisions contained in this Easement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Grantor and Grantee to the same extent as if each such successor and assign was named a party to this Easement.
40. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

[Signature Page Follows]

IN WITNESS WHEREOF, this Easement has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____

PORT OF SEATTLE

By: _____
Title: _____

EXHIBIT "M"

Form of BNSF Roadway Easement

EASEMENT AGREEMENT FOR ROADWAY

THIS EASEMENT AGREEMENT FOR ROADWAY ("**Easement Agreement**") is made and entered into as of the ____ day of _____ 20__ ("**Effective Date**"), by and between the **PORT OF SEATTLE**, a Washington municipal corporation ("**Grantor**"), and **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Seattle, King County, State of Washington, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below), with such easement to be appurtenant to property described on **Exhibit "B"** attached hereto (the "**Benefitted Property**").

C. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 **Easement Purpose.** The "**Easement Purpose**" shall be non-exclusive vehicular and pedestrian access by Grantee and Grantee's contractors and invitees. Grantee shall have no right to occupy or possess the Premises.

1.2 **Grant.** Grantor does hereby grant unto Grantee a perpetual, non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Laws**"), including without limitation zoning laws, regulations, and ordinances of municipal and other governmental authorities, if any.

1.3 **Reservations by Grantor.** Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

1.3.1 to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;

1.3.2 to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

1.3.3 to use the Premises in any manner as the Grantor in its sole discretion deems appropriate,

provided that Grantor shall use all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

1.4 **Maintenance of Premises.** Grantor shall be responsible for all maintenance obligations with

respect to the Premises, including without limitation the roadway located thereon.

1.5 Term of Easement. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

Section 2 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. **GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS THE INTEREST IN THE PREMISES AND ALL PROPERTY INTERESTS AND RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, EXCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PREMISES, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES.** Grantee has inspected or will inspect the Premises, and enters upon Grantor's property with knowledge of its physical condition and the danger inherent on or near the Premises.

Section 3 Nature of Grantor's Interest in the Premises. **GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.** In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 4 Indemnification.

4.1 At Grantee's sole expense, Grantee shall 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 use of the Premises, or from any activity done, permitted, or suffered by Grantee in or about the Premises and shall further indemnify and hold harmless Grantor from and against any and all claims, lawsuits, damages, liabilities, fines, expenses, fees and costs of any kind, arising from any breach or default in the performance of any obligation on Grantee's part to be performed under the terms of this Easement Agreement, or arising from any act or omission of Grantee, or any of Grantee's agents, contractors, or employees, except to the extent directly caused by Grantor's negligence. As used in this **Section 4.1** the term "Grantee" shall include employees, agents, contractors, tenants and persons entering the Premises under the express or implied invitation of Grantee.

4.2 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 Easement Agreement for which Grantee has an obligation to assume liability for and/or save and hold harmless Grantor. Grantee shall 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.

4.3 In conformance with and limited to the applicable effect of §4.24.115 RCW, insofar as this Easement shall be adjudicated a "contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate" as defined in §4.24.115 RCW and insofar as the indemnity provisions set forth in any of the preceding sections or any rider, amendment or addendum hereto, to indemnify any indemnitee, or the agents or employees of any indemnitee, or any legal entity for whose negligence, acts or omissions any of them may be liable, from liability, claims, damages,

losses or expenses, including reasonable attorneys' fees, arising out of, in whole or in part, (i) the negligence of any indemnitee, or of the agents or employees of any indemnitee, or of any legal entity for whose negligence, acts or omissions any of them may be liable for, such indemnity provisions shall be only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of Grantee or its officers, employees or agents, and (ii) Grantee waives Grantee's immunity under industrial insurance, Title 51 RCW, and this waiver has been mutually negotiated by Grantor and Grantee.

Section 5 Legal Compliance. Grantee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction relating to the use of the Premises.

Section 6 Insurance. During the term of this Easement Agreement, Grantee shall 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 7 Environmental.

7.1 "**Environmental Laws**" shall mean and include any and all local, state or federal laws, rules, orders or regulations in effect during the term of this Easement Agreement, or any part of the term hereof, pertaining to environmental regulation, or the use, processing, storage, housing, disposal, generation or transportation of Hazardous Substances, as defined below. Environmental Laws include, but are not limited to, the following federal statutes, amendments thereto, and any enactments by state or local jurisdictions which address similar subjects: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation Recovery Act, the Hazardous and Solid Waste Amendments 1984, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Water Pollution Control Act, the Federal Clean Air Act, the Federal Clean Water Act, the National Environmental Policy Act, the Hazardous Materials Transportation Act; spill prevention and control legislation, and any regulations promulgated with respect to any such statutes.

7.2 "**Hazardous Substances**" shall mean and include all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, but not limited to, asbestos and materials which include hazardous constituents), or any other similar substances which are defined in, included under, or regulated by any Environmental Law.

7.3 Grantee shall use the Premises in compliance with all applicable Environmental Laws. Grantee shall remediate and clean, to the extent required by Environmental Laws, any spills or releases of Hazardous Substances into the environment to the extent caused by Grantee's use of the Premises during the term hereof.

Section 8 Default and Termination.

8.1 **Default.** If at any time Grantee fails to properly perform its obligations under this Easement Agreement, Grantee shall have a cure period of five (5) days after receipt of notice of default from Grantor for matters involving or related to any condition, including without limitation, any environmental condition, on, about or affecting the Premises, which in Grantor's sole judgment interferes with or endangers Grantor's operations, and a cure period of thirty (30) days after receipt of notice of default from Grantor for all other defaults. At the expiration of such cure period, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, arrange for the performance of such work as Grantor deems necessary for the safety of its operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the Premises with the authority of permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee shall not alter the liability allocation set forth in this Easement Agreement.

8.2 **Grantor's Termination Rights.** Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have at law or in equity.

Section 9 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall 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: BNSF Railway Company
 2500 Lou Menk Dr. – AOB3
 Fort Worth, Texas 76131
 Attention: General Director Real Estate

If to Grantee: Port of Seattle
 P.O. Box 1209
 Seattle, WA 98111
 Attention: Seaport Managing Director

Section 10 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B" (the "Memorandum of Easement") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located

Section 11 Miscellaneous.

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

11.2 To the fullest extent permitted by law, any dispute arising under or in connection with this Easement Agreement or related to any subject matter which is the subject of this Easement Agreement shall be subject to the sole and exclusive jurisdiction of the United States District Court for the Western District of Washington. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive. Each party hereto hereby irrevocably consents to the jurisdiction of the United States District Court for the Western District of Washington 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 and that any such dispute which is brought in such court has been brought in an inconvenient forum.

11.3 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

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

11.5 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable

under present or future Laws, such provision will be fully severable and this Easement 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 Easement 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.

11.6 Nothing in this Easement Agreement shall be deemed a submission by Grantee to the jurisdiction of any state or local body or a waiver of the preemptive effect of any state or federal law.

11.7 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein; provided, however, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties involving the Premises.

11.8 Time is of the essence for the performance of this Easement Agreement.

[Signature page follows]

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

GRANTOR:

Port of Seattle, a Washington municipal corporation

By: _____
Name: _____
Title: _____

GRANTEE:

BNSF Railway Company, a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ___ day of _____, 20__, by _____
_____ (name) as _____ (title) of **BNSF Railway Company**, a
Delaware corporation.

(Seal)

Notary Public

STATE OF _____ §
 §
COUNTY OF _____ §

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

(Seal)

Notary Public

My appointment expires: _____

EXHIBIT "A" to BNSF Roadway Easement

Premises

EXHIBIT "B" to BNSF Roadway Easement

Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is hereby executed this ___ day of _____, 20___, by and between the **PORT OF SEATTLE**, a Washington municipal corporation ("**Grantor**"), whose address for purposes of this instrument is _____, and **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantee**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in City of Seattle, King County, State of Washington as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement for Roadway, dated _____, 20___ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual. Provisions regulating the use and purposes to which the Easement shall be limited, are set forth in detail in the Easement Agreement and Grantor and Grantee agree to abide by the terms of the Easement Agreement.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

[Signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

Port of Seattle, Washington municipal corporation

By: _____
Name: _____
Title: _____

GRANTEE:

BNSF Railway Company, a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

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

Notary Public

(Seal)

My appointment expires: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____ (name) as _____ (title) of **BNSF Railway Company**, a Delaware corporation.

Notary Public

{Seal}

EXHIBIT "N"

Form of Port to BNSF Property Deed

SPECIAL WARRANTY DEED

STATE OF WASHINGTON §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

PORT OF SEATTLE, a municipal corporation of the State of Washington ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it paid by BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantee**"), whose mailing address is 2500 Lou Menk Drive, Fort Worth, Texas 76131, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the Grantee that certain tract of land ("**Land**") located in the City of Seattle, King County, Washington, as more particularly described on **Exhibit "A"** hereto, together with all rights and appurtenances appertaining thereto, and all of Grantor's rights and interest, if any, in and to all easements and alleys, highways, or streets in, on, across or adjoining the Land (herein collectively called the "**Property**").

GRANTEE IS ACCEPTING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY, including, but not limited to, the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the existence of a sewer pipe, known as the Longfellow Creek Pipe, under the Property; the condition of title to the Property, and the existence of any leases, easements, permits, orders, licenses, or other agreements, affecting the Property.

Grantee represents and warrants to the Grantor that Grantee has not relied and will not rely on, and Grantor is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, any information related to the Property or any property information packages distributed with respect to the Property) made or furnished by Grantor, the manager of the Property, or any real estate broker or agent representing or purporting to represent Grantor, to whomever made or given, directly or indirectly, orally or in writing.

Grantor and Grantee acknowledge and agree that all improvements located on the Property with the exception of the sound wall are currently the property of Grantee. Grantor and Grantee further acknowledge and agree that the sound wall is conveyed by Grantor to Grantee pursuant to the provisions of this Deed as an improvement on the Property.

This Deed is executed by Grantor and accepted by Grantee subject to validly existing and enforceable rights, interests, and estates, if any do in fact exist, but only to the extent that the same do in fact exist, of third parties in connection with those items set out and listed on **Exhibit "B"** hereto (herein called the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its legal representatives, successors, and assigns forever; and Grantor does hereby bind itself, its legal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

[Signature Page Follows]

WITNESS THE EXECUTION HEREOF as of the _____ day of _____, 20__.

GRANTOR:

PORT OF SEATTLE,
a municipal corporation of the State of Washington

By: _____

Name: _____

Title: _____

[Acknowledgment and exhibits to be attached prior to execution]

EXHIBIT "N-1"

Form of BNSF to Port Property Deed

QUITCLAIM DEED

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL PERSONS BY THESE PRESENTS:

BNSF RAILWAY COMPANY (formerly known as The Burlington Northern and Santa Fe Railway Company), a Delaware corporation ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it paid by PORT OF SEATTLE, a municipal corporation of the State of Washington ("**Grantee**"), whose mailing address is P.O. Box 1209, Seattle, Washington 98111, the receipt and sufficiency of which are hereby acknowledged and confessed, has CONVEYED AND QUITCLAIMED, and by these presents does CONVEY and QUITCLAIM unto the Grantee all of Grantor's right, title and interest in and to that certain tract of land ("**Property**") located in the City of Seattle, King County, Washington, as more particularly described on **Exhibit "A"** attached hereto.

Grantee acknowledges and affirms that Grantor may not hold fee simple title to the Property and that Grantor's interest in all or part of the Property, if any, may rise only to the level of an easement for railroad purposes. Grantee is willing to accept Grantor's interest in the Property, if any, on this basis and expressly releases and further agrees to indemnify, defend and hold Grantor, its successors and assigns harmless from any suit or claim for damages, punitive or otherwise, expenses, attorneys' fees, or civil penalties that may be imposed on Grantor as the result of any person or entity claiming an interest in any portion of the Property or claiming that Grantor did not have the right to transfer all or part of the Property to Grantee.

GRANTEE IS ACCEPTING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY, including, but not limited to, the physical condition of the Property; zoning status; tax consequences of this quitclaim; utilities; operating history or projections or valuation; compliance by the Property with laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the existence of a sewer pipe, known as the Longfellow Creek Pipe, under the Property; the condition of title to the Property, and the existence of any leases, easements, permits, orders, licenses, or other agreements, affecting the Property.

Grantee represents and warrants to the Grantor that Grantee has not relied and will not rely on, and Grantor is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, any information related to the Property or any property information packages distributed with respect to the Property) made or furnished by Grantor, the manager of the Property, or any real estate broker or agent representing or purporting to represent Grantor, to whomever made or given, directly or indirectly, orally or in writing.

Grantor and Grantee acknowledge and agree that all improvements located on the Property are currently the property of Grantee.

TO HAVE AND TO HOLD all of Grantor's right, title and interest, if any, in the Property unto Grantee, its successors and assigns, so that Grantor shall not have claim or demand to any right or title to the Property or any part thereof.

[Signature Page Follows]

WITNESS THE EXECUTION HEREOF as of the ____ day of _____, 20__.

GRANTOR:

BNSF Railway Company, a Delaware corporation

By: _____

Name: _____

Title: _____

[Acknowledgment and exhibit to be attached prior to execution]

EXHIBIT O
TERMINAL 5 – PORT OF SEATTLE
PORT OF SEATTLE ROAD EASEMENT TO BNSF RAILWAY COMPANY
KING COUNTY, WASHINGTON

THAT PORTION OF PORT OF SEATTLE PROPERTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M.;

THENCE N01°40'17"E ALONG THE WEST LINE OF SAID SECTION 12 A DISTANCE OF 2700.49 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 12;

THENCE S53°37'13"E A DISTANCE OF 953.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF HARBOR AVENUE SOUTHWEST SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY OF SOUTHWEST FLORIDA STREET AND ON THE SOUTH LINE OF BLOCK 443 OF VOLUME 2 OF THE PLAT OF SEATTLE TIDELANDS;

THENCE S12°24'51"E A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF SOUTHWEST FLORIDA STREET SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY OF HARBOR AVENUE SOUTHWEST;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY N77°50'29"E A DISTANCE OF 374.95 FEET TO THE POINT OF BEGINNING;

THENCE S 36° 21' 11" E A DISTANCE OF 171.25 FEET;

THENCE S 25° 22' 04" E A DISTANCE OF 211.75 FEET;

THENCE S 16° 50' 33" E A DISTANCE OF 99.68 FEET;

THENCE S 13° 15' 08" E A DISTANCE OF 340.56 FEET;

THENCE S 08° 32' 57" E A DISTANCE OF 123.82 FEET;

THENCE S 02° 13' 31" E A DISTANCE OF 244.60 FEET;

THENCE S 07° 35' 02" W A DISTANCE OF 190.47 FEET;

THENCE S 02° 16' 06" W A DISTANCE OF 138.09 FEET;

THENCE S 00° 50' 49" W A DISTANCE OF 1158.00 FEET;

THENCE S 03° 11' 24" E A DISTANCE OF 38.23 FEET;

THENCE S 10° 29' 03" E A DISTANCE OF 25.88 FEET;

THENCE S 15° 33' 36" E A DISTANCE OF 32.07 FEET;

THENCE S 09° 51' 41" E A DISTANCE OF 126.59 FEET;

THENCE S 05° 44' 43" E A DISTANCE OF 77.87 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 726.40 FEET WHOSE LONG CHORD BEARS S29°57'39"E A DISTANCE OF 591.58 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 609.29 FEET THROUGH A CENTRAL ANGLE OF 48° 03' 31" TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 631.23 FEET WHOSE LONG CHORD BEARS S71°22'14"E A DISTANCE OF 365.10 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 370.39 FEET THROUGH A CENTRAL ANGLE OF 33°37'13" TO A NON-TANGENTIAL LINE;

THENCE S 82° 20' 40" E A DISTANCE OF 94.02 FEET;

THENCE S 35° 14' 59" E A DISTANCE OF 50.83 FEET;

THENCE N 89° 57' 04" E A DISTANCE OF 40.60 FEET;

THENCE N 22° 53' 05" E A DISTANCE OF 35.29 FEET;

THENCE S 89° 42' 40" E A DISTANCE OF 296.13 FEET;

THENCE S 81° 20' 30" E A DISTANCE OF 24.00 FEET;

THENCE N 80° 31' 14" E A DISTANCE OF 53.20 FEET;

THENCE S 88° 53' 38" E A DISTANCE OF 427.32 FEET;

THENCE S 60° 53' 20" E A DISTANCE OF 24.62 FEET;

THENCE N 81° 10' 17" E A DISTANCE OF 53.33 FEET;

EXHIBIT O
TERMINAL 5 – PORT OF SEATTLE
PORT OF SEATTLE ROAD EASEMENT TO BNSF RAILWAY COMPANY
KING COUNTY, WASHINGTON

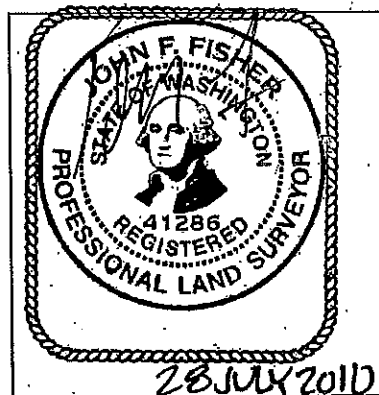
THENCE S 69° 45' 10" E A DISTANCE OF 36.83 FEET;
THENCE N 77° 29' 37" E A DISTANCE OF 46.72 FEET;
THENCE N 22° 44' 38" E A DISTANCE OF 31.61 FEET;
THENCE N 71° 39' 10" E A DISTANCE OF 36.38 FEET;
THENCE N 19° 38' 59" E A DISTANCE OF 26.12 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET WHOSE LONG CHORD BEARS S78°52'57"W A DISTANCE OF 254.27 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 256.21 FEET THROUGH A CENTRAL ANGLE OF 24° 27' 59";
THENCE N 88° 53' 03" W A DISTANCE OF 702.89 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 617.00 FEET WHOSE LONG CHORD BEARS N85°41'20"W A DISTANCE OF 68.78 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 68.82 FEET THROUGH A CENTRAL ANGLE OF 06° 23' 27";
THENCE N 82° 29' 36" W A DISTANCE OF 49.88 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 1273.74 FEET WHOSE LONG CHORD BEARS N84°15'15"W A DISTANCE OF 107.22 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 107.26 FEET THROUGH AN ANGLE OF 04°49'29" TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 611.23 FEET WHOSE LONG CHORD BEARS N 71° 47' 00" W A DISTANCE OF 361.76 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 367.26 FEET THROUGH A CENTRAL ANGLE OF 34° 25' 37" TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 706.40 FEET WHOSE LONG CHORD BEARS N 29° 57' 25" W A DISTANCE OF 575.20 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 592.41 FEET THROUGH A CENTRAL ANGLE OF 48° 03' 02" TO A NON-TANGENTIAL LINE;
THENCE N 05° 44' 42" W A DISTANCE OF 133.04 FEET;
THENCE N 11° 57' 03" W A DISTANCE OF 147.93 FEET;
THENCE N 01° 20' 53" E A DISTANCE OF 258.92 FEET;
THENCE N 01° 08' 28" E A DISTANCE OF 423.46 FEET;
THENCE N 01° 07' 20" E A DISTANCE OF 399.98 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1150.00 FEET WHOSE LONG CHORD BEARS N04°20'55"E A DISTANCE OF 129.45 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 129.52 FEET THROUGH A CENTRAL ANGLE OF 06° 27' 11";
THENCE N 07° 34' 31" E A DISTANCE OF 138.26 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 665.41 FEET WHOSE LONG CHORD BEARS N04°29'36"E A DISTANCE OF 91.14 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 91.21 FEET THROUGH A CENTRAL ANGLE OF 07° 51' 13" TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 2924.94 FEET WHOSE LONG CHORD BEARS N00°46'35"W A DISTANCE OF 72.97 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 72.97 FEET THROUGH A CENTRAL ANGLE OF 01° 25' 46" TO A NON-TANGENTIAL LINE;
THENCE N 02° 35' 46" W A DISTANCE OF 170.36 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 1091.38 FEET WHOSE LONG CHORD BEARS N07°39'23"W A DISTANCE OF 164.71 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 164.87 FEET THROUGH A CENTRAL ANGLE OF 08°39'19" TO A NON-TANGENTIAL LINE;

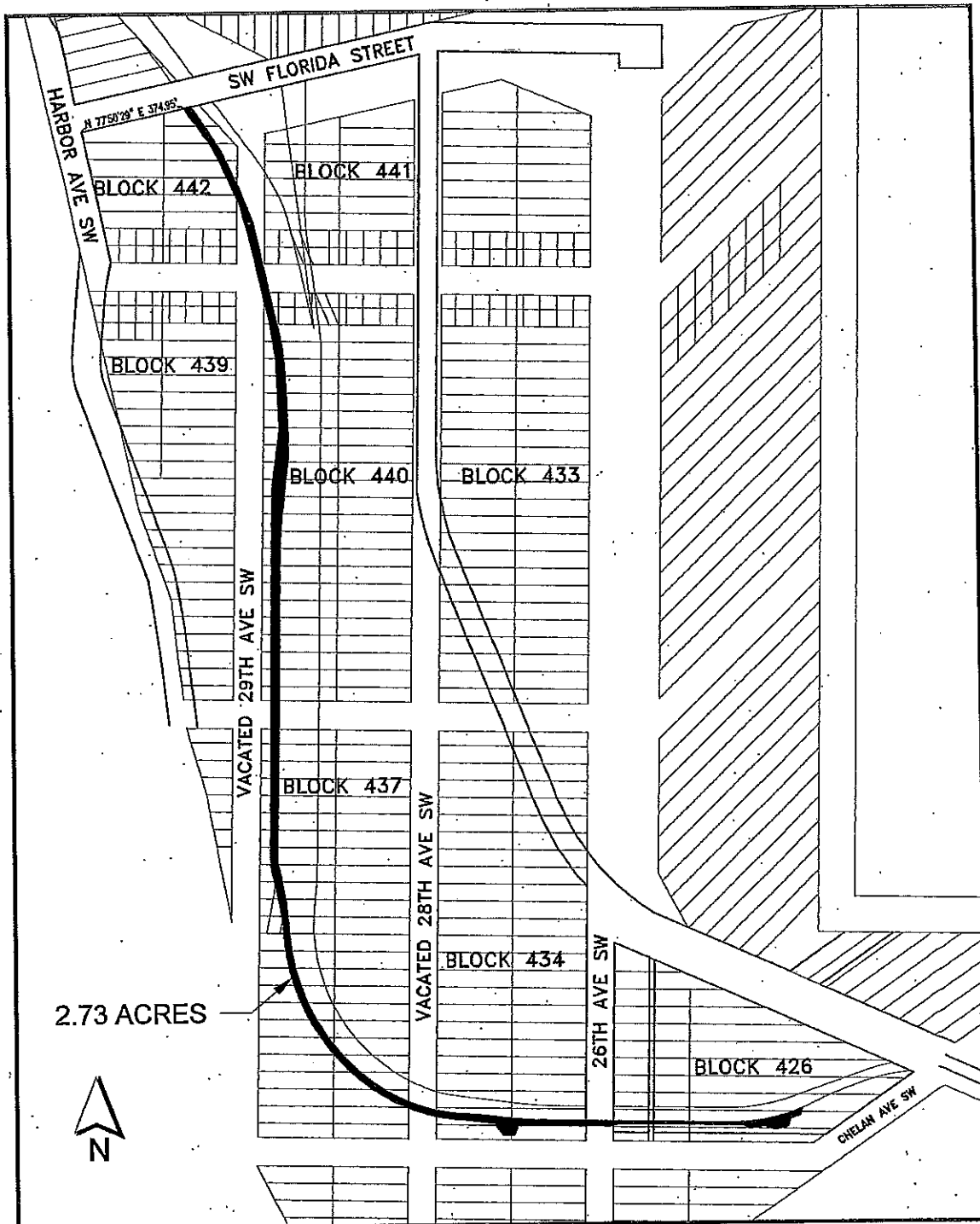
EXHIBIT O
TERMINAL 5 – PORT OF SEATTLE
PORT OF SEATTLE ROAD EASEMENT TO BNSF RAILWAY COMPANY
KING COUNTY, WASHINGTON

THENCE N 12° 30' 04" W A DISTANCE OF 278.12 FEET;
THENCE N 12° 52' 33" W A DISTANCE OF 58.64 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 789.03 FEET WHOSE LONG CHORD BEARS N19°06'24"W A DISTANCE OF 151.98 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 152.22 FEET THROUGH A CENTRAL ANGLE OF 11°03'13" TO A NON-TANGENTIAL LINE;
THENCE N 24° 02' 46" W A DISTANCE OF 87.73 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 1101.65 FEET WHOSE LONG CHORD BEARS N30°05'42"W A DISTANCE OF 199.19 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 199.47 FEET THROUGH A CENTRAL ANGLE OF 10°22'26" TO A NON-TANGENTIAL LINE;
THENCE N 36° 01' 48" W A DISTANCE OF 74.49 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SW FLORIDA STREET;
THENCE S 77° 50' 29" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 25.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.73 ACRES MORE OR LESS.

ALL SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

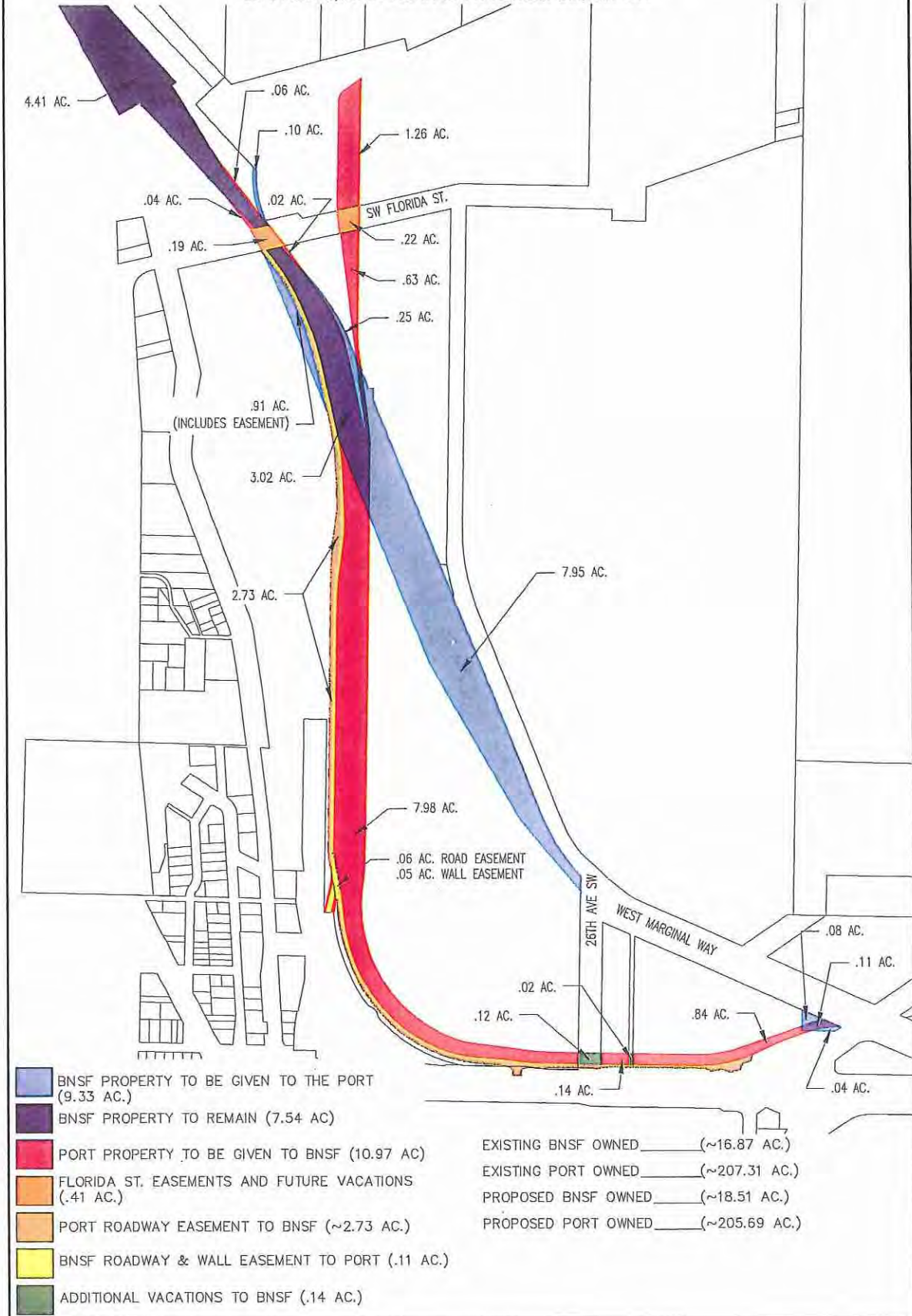




Parametrix DATE: Jul 28, 2010

EXHIBIT O
TERMINAL 5 - PORT OF SEATTLE
PORT OF SEATTLE ROAD EASEMENT TO BNSF RAILWAY COMPANY
KING COUNTY, WASHINGTON

PORTIONS OF SEATTLE TIDELANDS PLAT
SW 1/4 SEC. 12, NW 1/4 & NE 1/4 SEC. 13 TOWNSHIP 24N, RANGE 3E



Parametrix DATE: Jul 28, 2010

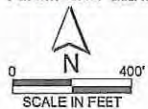


EXHIBIT S
BNSF RAILWAY - PORT OF SEATTLE PROPERTY
TERMINAL 5 - PORT OF SEATTLE
KING COUNTY, WASHINGTON

EXHIBIT T
(Consent Decrees)

- 1) CONSENT DECREE FILED JULY 22, 1994 IN THE KING COUNTY SUPERIOR COURT CAUSE NUMBER 94-2-17670-6.
- 2) CONSENT DECREE FILED AUGUST 29, 1994 IN THE KING COUNTY SUPERIOR COURT CAUSE NUMBER C94-687.
- 3) CONSENT DECREE FILED MARCH 6, 1995 IN THE KING COUNTY SUPERIOR COURT CAUSE NUMBER 95-2-05415-3.
- 4) CONSENT DECREE FILED MARCH 10, 1995 IN THE KING COUNTY SUPERIOR COURT CAUSE NUMBER 95-2-05455-2.