

EASEMENT AGREEMENT

AN EASEMENT (“Easement”) ENTERED INTO AS OF _____, 2018 (“EFFECTIVE DATE”) BETWEEN THE NORTHWEST SEAPORT ALLIANCE, A WASHINGTON PORT DEVELOPMENT AUTHORITY, AS AGENT FOR PORT OF SEATTLE, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON (“Grantor”) AND OLYMPIC PIPE LINE LLC, AN INTERSTATE PIPELINE CORPORATION INCORPORATED IN THE STATE OF DELAWARE (“Grantee”).

WHEREAS, Grantor obtained title to certain rights of way on Harbor Island in the City of Seattle (“City”) upon the vacation of those rights of way by the City and those rights-of-way are now part of Grantor’s Terminal 18 property (described below); and

WHEREAS, the vacated rights-of-way are located within the Harbor Island Superfund Site’s Soil and Groundwater Operable Unit which is governed by a Consent Decree (defined below), and this Easement (defined below) must preserve the United States Environmental Protection Agency’s (“EPA”) continuing rights of access to the Easement Area (defined below) for the purposes of monitoring, conducting investigations, implementing response actions, assessing compliance, and other activities related to the implementation of the Consent Decree; and

WHEREAS, Grantee currently operates a pipeline and appurtenant facilities for the transportation of petroleum products by pipeline under City rights of way on Harbor Island, including the rights of way vacated and transferred to Grantor; and

WHEREAS, Grantee desires a nonexclusive easement to continue to operate and maintain its Facilities for the transportation of Petroleum Products by pipeline, including the use of water, or any other fluid or substance within the pipeline when necessary for pipeline maintenance, through of the vacated rights-of-way that are now part of Terminal 18.

NOW, THEREFORE, GRANTOR DOES GRANT AN EASEMENT TO GRANTEE ON THE FOLLOWING TERMS:

Section 1. Definitions

1.1 Easement Area means the area consisting of ten (10) feet, or five (5) feet on either side of the centerline of the Facilities, and legally described in the attached Exhibit A (“Easement Area”) and made a part hereof, and depicted on Exhibit B attached hereto. The Easement Area shall be marked by Grantee on the Terminal 18 pavement above the Facilities by no later than the Effective Date of this Easement.

1.2 Environmental Laws means and refer to any and all laws, statutes, orders, rules, regulations and requirements relating to the protection of human health and/or the environment (whether now or hereafter in effect) of all federal, state county, city, or other local jurisdiction departments, agencies, bureaus, offices and other subdivisions thereof, or any official thereof, or of any other governmental, public or quasi-public authority, determined to be applicable to or have jurisdiction over the Property.

1.3 Facilities means Grantee's pipeline system and associated valves, fittings, location markers and signs, communication systems, utility lines, signage, protective apparatus, and all other appurtenances, and equipment, necessary for the operation or protection thereof, that are located in the Easement Area.

1.4 Hazardous Substance means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup, and includes but is not limited to Petroleum Products.

1.5 Lessee means the Lessee under the Terminal 18 Lease, SSA TERMINALS, LLC, a Delaware limited liability company (“SSAT”) and SSA CONTAINERS, INC., a Washington corporation (formerly known as Stevedoring Services of America, Inc.) (“SSA”), its sublessee AMERICAN PRESIDENT LINES, LTD, a Delaware corporation, and any successor Terminal 18 tenant.

1.6 Petroleum Products means oil, gasoline, diesel, jet fuel, distillates and related products derived from crude oil or the refining thereof.

1.7 Terminal 18 means the Port of Seattle property on Harbor Island, Seattle, WA, legally described on attached Exhibit C (“Terminal 18”) and made a part hereof.

1.8 Terminal 18 Lease means the Terminal 18 Lease dated October 28, 1999, between Grantor and Lessee, as amended.

Section 2. Grant of Easement

2.1 For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee, subject to the terms and conditions set forth below, a non-exclusive, permanent easement over, across, in, and under the Easement Area, for the purposes of constructing, operating, maintaining, removing, replacing, locating, marking, inspecting, surveying, protecting, changing the size of, and improving its Facilities, together with all equipment and appurtenances as may be necessary therefor, for the transportation and handling of any Petroleum Products, and including water, or any other fluid when necessary for the maintenance of Grantee’s Facilities. Notwithstanding the foregoing, Grantee shall not have the right under this Easement to modify or change the size of its Facilities to extend or occupy property of Grantor outside of or beyond the Easement Area. Grantee’s rights include the right of ingress and egress for the authorized purposes, subject to the security requirements set forth in Section 2.4.

2.2 Grantor reserves all rights to its property, including, without limitation, the right to grant additional leases, easements, licenses, and permits to others, provided that Grantor shall not grant any lease, license, easement or permit that would unreasonably interfere with Grantee’s permitted use under this Easement.

2.3 This Easement shall in no manner prohibit Grantor or Lessee or limit their power to perform work upon the Easement Area, or make all necessary repairs, maintenance, or improvements thereto, or from using any of the Easement Area, or any part thereof, as Grantor or Lessee may deem fit from time to time, provided that Grantor or Lessee shall not undertake any work that interferes with Grantee’s permitted use. Grantor shall provide notice pursuant to the

provisions of this Easement to Grantee before initiating any work in the Easement Area that could impact the Facilities.

2.4 Grantee understands and acknowledges that the Easement Area lies within a regulated and secure marine facility under the jurisdiction of the U.S. Customs and Border Protection Agency (“Secured Areas”). Access to Secured Areas is subject to the applicable requirements, as may be amended from time to time. Grantor will be responsible for keeping Grantee informed of any relevant changes to applicable requirements. Grantor understands and agrees that it is not practical for Grantee to obtain Transportation Worker Identification Credentials for its crews.

2.4.1 For planned work: Grantee will provide three (3) days advance notice of entry to Grantor, in a form acceptable to Grantor. Grantor will work with Grantee to coordinate any entry notifications with Lessee affected by the planned work. Grantee will access the Easement Area through the South Gate of Terminal 18 located at Southwest Spokane Street and 11th Avenue Southwest, unless otherwise directed by Grantor. Grantee may enter the Easement Area with either TWIC or Grantor-designated escort as appropriate. Grantee employees will have federal or state issues identification, and will endeavor to enter in a Grantee-owned vehicle.

2.4.2 In cases of emergency, Grantee will provide as much notice as possible by telephone contact to Grantor and Lessee, as appropriate. Grantee may enter the Easement Area with either TWIC or Grantor-provided escort as appropriate. Grantor escort personnel shall be available 24/7 in cases of emergency.

2.4.3 Grantor shall keep Grantee informed of the appropriate contacts and telephone numbers, including any back-up contacts for emergencies, for Grantee to use for notice of entry and request for escort.

2.4.4 The Parties may mutually agree to reasonable alternate access protocols as needed, however, Grantee shall continue to have 24/7 access to the Facilities in cases of emergency and Grantor shall continue to provide escorted access to Secured Areas as long as Grantee determines obtaining TWIC badges for staff is impractical. Any mutually agreed change to access protocols will be documented in writing by the parties.

2.5 Grantor agrees that no permanent structures may be placed upon the Easement Area without Grantee's prior approval, which shall not be unreasonably withheld or delayed; Notwithstanding the foregoing, Grantee acknowledges and agrees that (i) the parking and storing of containers on the Easement Area by Grantor or Lessee is permitted, the total weight of which in any given location shall not exceed two hundred and sixteen thousand (216,000) pounds; and (ii) any rail crossings installed by Grantor on the surface of the Easement Area (existing and future) in accordance with the American Railway Engineering and Maintenance of Way Association ("AREMA") specifications for rail crossings over underground pipelines, shall be permitted under this Easement.

2.6 In the event Grantor or Lessee intends to install a rail crossing on the pavement/surface of the Easement Area, all costs of, and losses arising from the design and construction of the crossing, as well as necessary pipeline adjustment, lowering and protection shall be borne by Grantor and/or Lessee. Should there be need for Grantee to inspect or repair a section of pipeline under a rail crossing, and, if after complying with the provisions of Section 5 of this Easement, Grantee's activities result in the interruption of rail service to Grantor or Lessee, Grantee shall be responsible for: (i) any and all actual costs associated with the re-installation of the rail line and rail crossings to the previously existing configuration, and (ii) any and all actual costs and/or damages to Grantor or Lessee resulting from Grantee's interruption of rail service which could not be reasonably anticipated, by Grantee when undertaking the requirements of Section 5 prior to commencing the work that resulted in the interruption of rail service.

2.7 Notice is hereby given that the Easement Area is subject to the Harbor Island Soil & Groundwater Operable Unit Consent Decree (Consent Decree), which was entered in the United States District Court, Western District of Washington Seattle Division, in Civil Action No. C95-1495Z. A copy of the Consent Decree has been filed at King County under King County recording number 9608211528. The Consent Decree requires recordation of an environmental covenant for each parcel within the Consent Decree area. The Easement Area is within the Port-owned parcels subject to Harbor Island Soil and Groundwater Operable Unit Environmental Covenants recorded under the following King County Recording Nos. _20170526001049, 20170526001006, 20170526001007, 20170526001028, 20170526001004, 20170526001027, 20170526001053 (the "Covenants"). The Covenants specifically refer to and

incorporate the November 16, 2016 Soil and Groundwater Management Guidance attached hereto as Exhibit D, and incorporated herein by this reference (“Soil and Groundwater Guidance”). As a condition of the easement rights granted herein, Grantee agrees to comply with the following:

2.7.1 The Soil and Groundwater Guidance attached as Exhibit D, when Grantee performs any sub-surface work in the Easement Area or in an area within Terminal 18 to which Grantee may require temporary access under Section 5.7.

2.7.2 Section X of the Consent Decree which requires that the United States and its representatives, including the EPA and its contractors, be provided access to the Easement Area at all reasonable times for the purposes of conducting activities related to the Consent Decree. Grantee may not interfere with that right of access.

2.7.3 There are no other restrictions or covenants related to the Consent Decree that are applicable to this Easement. Except for the requirements set forth in this Section 2.8, this Easement does not convey any other obligations of the Consent Decree to Grantee and Grantor shall continue meeting the obligations under the Consent Decree at no expense to Grantee.

Section 3. Easement Fee In consideration for granting this Easement and for the use of the Easement Area, Grantee shall pay to Grantor by no later than the Effective Date the sum of Six Thousand Two Hundred and Fifty Dollars (\$ 6,250.00). The Easement Fee is calculated as follows: Two Dollars and Fifty Cents (\$2.50) per lineal foot (“Lineal Foot Rate”) x 2,500 lineal feet.

3.1 The Easement Fee shall increase annually by three percent (3%) on the anniversary of the Effective Date (“Annual Adjustment Rate”).

3.2 Prior to the tenth (10th) anniversary of the Effective Date and every five (5) years thereafter, Grantor shall adjust the Lineal Foot Rate to the then calculated lineal foot rate charged Grantee by the City pursuant to a franchise agreement (or other agreement that may have replaced a franchise agreement) that is then in effect for Grantee’s pipelines located on City property (“City Rate”). Notwithstanding the foregoing, Grantor shall not adjust the Easement Fee to a City Rate that is lower than the then current Easement Fee, and the Easement Fee shall

instead increase by the Annual Adjustment Rate set forth in Section 3.1 on the applicable anniversary of the Effective Date.

Section 4. Assignment and Transfer of Easement

4.1 This Easement and the terms, agreements, covenants and conditions herein contained, shall be construed as an easement in gross encumbering the property owned by Grantor. The terms, conditions and provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. Grantee shall have the right to assign this Easement and the rights herein granted in whole or in part as to all or any portion of the rights accruing hereunder, subject always to the terms hereof.

4.2 If such assignment of Grantee's easement interest occurs, then the Grantee shall, within thirty (30) days, file with the Grantor a written instrument evidencing such assignment, whereby the assignee(s) or transferee(s) shall agree to assume and be bound by all of the provisions of this Easement.

Section 5. Construction and Maintenance

5.1 This Section 5 shall apply to all construction and/or maintenance done by Grantee in the Easement Area.

5.2 All sub-surface work carried out by Grantee in the Easement Area or on any other area of Terminal 18 pursuant to Section 5.7, is subject to Grantee's compliance with the provisions of Section 2.7, including compliance with the Soil and Groundwater Guidance, defined therein.

5.3 Grantee shall, prior to commencing any construction and/or maintenance of the Facilities, (i) obtain applicable permits from the City and/or other governmental agency having jurisdiction; (ii) provide Grantor such detailed plans, specifications and profiles of the intended work as may be reasonably required by Grantor with a copy to Lessee, and any utility facilities of a municipal utility ("Municipal Facilities") that will be impacted by the work; and (iii) provide Grantor and Lessee with at least five (5) business days written notice of the work. Notwithstanding the foregoing, when using the Easement Area for any purpose that involves excavation, borings, or tunneling, Grantee shall submit its work plan to Grantor for review and

comment no less than sixty (60) days prior to the requested work commencement date. Grantor shall provide any comments within thirty (30) days of submittal of Grantee's work plan; *provided*, that in an emergency or when otherwise impractical, Grantee shall only be required to give oral notice and may directly proceed with restoration of the Facilities. Grantee and Grantor will cooperate in good faith to coordinate the work to reasonably minimize impact to Grantor's or Lessee's operations, including but not limited to scheduling adjustments, staging configuration, etc. Grantor will reimburse Grantee for any incremental costs Grantee incurs to do the work to the extent the costs result from a request from Grantor or Lessee to adjust Grantee's work plan to minimize impact to Grantor's or Lessee's operations.

5.4 Where Grantee's access to the Easement Area requires the removal or relocation of Lessee's containers, container related equipment, truck chassis, rail cars and/or any such other equipment necessary for Grantor or Lessee to conduct business ("Container Equipment"), Grantor, Grantee, and Lessee shall work together to coordinate the removal and replacement of any Container Equipment or Municipal Facilities at no cost to Grantee.

5.5 In the event of an emergency, Grantee may take action immediately to correct the dangerous condition without first obtaining any required permit so long as: (i) Grantee notifies the City's Fire Department through the dispatch system of the emergency; and (ii) Grantee informs the applicable permitting authority of the nature, location, and extent of the emergency, and the work to be performed, prior to commencing the work if such notification is practical, or where such prior notification is not practical, Grantee shall notify the applicable permitting authority on the next business day; and (iii) such permit is obtained by Grantee as soon as practicable following cessation of the emergency.

5.6 Grantee acknowledges and agrees that Terminal 18, including the Easement Area, is leased by Grantor to Lessee. In the event Grantee's construction, installation, maintenance, and/or operation of its Facilities under this Easement require Grantee's temporary use of areas outside the Easement Area, Grantee shall contact Lessee (or Grantor, should Terminal 18 not have a tenant) to request and coordinate the terms for the temporary use of such areas, including the actual, reasonable costs associated with such use.

5.7 All work done hereunder by Grantee or upon Grantee's direction or on Grantee's behalf shall be undertaken and completed in a workmanlike manner and in accordance with the

descriptions, plans and specifications provided to Grantor. Grantee's activities shall be conducted in such a manner as to avoid damage or interference with other utilities, drains or other structures, including Municipal Facilities. Grantee's construction and/or maintenance shall be in compliance with all valid and applicable laws and regulations and specifications of governmental agencies with jurisdiction. Nothing in this Easement shall be deemed to impose any duty or obligation upon Grantor to determine the adequacy or sufficiency of Grantee's plans and designs or to ascertain whether Grantee's proposed or actual construction or maintenance is adequate or sufficient or in conformance with the plans and specifications provided to Grantor.

5.8 In the event that Grantee, its agents or employees, in the exercise of the rights herein granted, cause damage to Grantor's property, Lessee's property, utility facilities of Grantor/Lessee or Municipal Facilities, Grantee shall restore the Easement Area and said property, utility facilities of Grantor/Lessee or Municipal Facilities, as nearly as possible to the condition that existed prior to Grantee damaging Grantor's property, Lessee's property, utility facilities or Municipal Facilities. Such repair and restoration work shall be done at Grantee's sole cost and expense and to Grantor's, Lessee's, or other owner's reasonable satisfaction.

Section 6. Encroachment Management

6.1 Grantor shall notify Lessee of the existence of Grantee's Facilities and this Easement. If Grantor or Lessee becomes aware that an excavation or other construction activity is likely to occur within 100 feet of the Easement Area, Grantor or Lessee shall notify Grantee at least forty-eight (48) hours prior to the start of any construction activity.

6.2 Following Grantor's or Lessee's notification to Grantee under Section 6.3 above, and if either required by law or in Grantee's reasonable discretion, Grantee shall locate and mark, unless already marked, its Facilities in accordance with applicable underground damage prevention requirements before the construction activity commences. The costs for Grantee's marking and observation efforts shall be borne by the party conducting the construction activity.

Section 7. Indemnification

7.1 General Indemnification. Except for environmental matters, which are covered by a separate indemnification in Section 7.2 below, Grantee shall indemnify, defend and hold harmless Grantor, its successors and assigns, Lessee, its successors and assigns, Grantor's

agents, officers and employees, from any and all liability, loss, damage, cost, expense, and any claim whatsoever, including reasonable attorneys' and experts' fees incurred by Grantor in defense thereof, whether at law or in equity, arising out of or related to, directly or indirectly, the construction, operation, use, location, testing, repair, maintenance, removal, abandonment or damage to Grantee's Facilities, or from the existence of Grantee's pipeline and other appurtenant facilities, and of the products contained in, transferred through, released or escaped from said pipeline and appurtenant facilities, from any and all causes whatsoever, except Grantor's sole negligence and except for a violation by Grantor of its obligations, if any, under RCW 19.122 (One-Call regulations). If any action or proceeding is brought against Grantor by reason of the pipeline or its appurtenant facilities, Grantee shall defend Grantor at Grantee's complete expense, provided that, for uninsured actions or proceedings, defense attorneys shall be approved by Grantor, which approval shall not be unreasonably withheld.

7.2 Environmental Indemnification. Grantee shall indemnify, defend and hold harmless Grantor, its agents, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims (except to the extent such liability, loss, damage, expense, actions and claims result from Grantor's noncompliance with RCW 19.122) either at law or in equity, including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by Grantor in defense thereof, arising from (a) Grantee's violation of any Environmental Laws applicable to the Facilities or (b) from any release of a Hazardous Substance on or from the Facilities. This indemnity includes but is not limited to (a) liability for a governmental agency's costs of removal or remedial action for Hazardous Substances; (b) damages to natural resources caused by Hazardous Substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to Hazardous Substances; and (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws; and (e) liability for personal injury, property damage, or economic loss arising under any statutory or common-law theory.

7.3 Grantee is obligated to defend and indemnify Grantor and Lessee under this Section 7 regardless of whether any other provision of this Easement, permit, or license authorizes the discharge or release of a Hazardous Substance.

7.4 The provisions of this Section 7 shall survive the termination of this Easement and shall continue for as long as Grantee's Facilities remain in or on the Easement Area or until the parties execute a new Easement agreement that modifies or terminates these indemnity provisions.

Section 8. Dispute Resolution

8.1 In the event of a dispute between Grantor, Grantee and/or Lessee arising by reason of this Easement, or any obligation hereunder, the dispute shall first be referred to the representatives designated by Grantor, Grantee and/or Lessee, as applicable, to have oversight for the administration of this Easement. Said Grantor, Grantee and/or Lessee shall meet within thirty (30) calendar days of a party's request for said meeting, and the parties shall make a good faith effort to attempt to achieve a resolution of the dispute.

8.2 In the event that the parties are unable to resolve the dispute under the procedure set forth in Section 8.1, then the parties to the dispute agree that the matter shall be referred to mediation. The parties shall endeavor to select a mediator acceptable to each party. If the parties cannot reach agreement, then each party shall secure the services of a mediator, who will in turn work together to mutually agree upon a third mediator to assist the parties in resolving the dispute. Any expenses incidental to mediation shall be borne equally by the parties. Each party shall be responsible for their own attorney's fees.

8.3 If any party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies. In any judicial action, each party shall be responsible for their own legal fees and costs.

8.4 Subject to compliance with applicable state, federal and local requirements, Grantee shall be permitted to continuously operate its Facilities during the dispute resolution process.

Section 9. Abandonment and Removal of Facilities

9.1 Grantee shall notify Grantor of Grantee's abandonment or cessation of use of any of its Facilities or portions thereof, no later than sixty (60) days after such abandonment or cessation of use.

9.2 In the event Grantee abandons or permanently ceases to use its Facilities, or any portion thereof, Grantee shall, no later than one hundred and eighty (180) days thereafter, at Grantee's sole cost and expense, secure the Facilities in such a manner as to cause them to be as safe as is reasonably possible, by removing all Petroleum Products, purging vapors, displacing the contents of the pipelines with an appropriate inert material and sealing the pipe ends with a suitable end closure, all in compliance with applicable regulations. Grantee shall thereafter abandon the Facilities in place. Notwithstanding the foregoing, all abandoned portions of the Facilities which are above ground shall be removed at Grantee's sole cost and expense. Alternatively, Grantee may remove its below ground Facilities; provided that, nothing contained in this Easement shall relieve Grantee of the obligation to remove the abandoned or unused Facilities, at Grantee's sole expense, in the event it is determined by a regulatory agency with jurisdiction that the removal is necessary or advisable for the health and safety of the public.

9.3 In the event of the removal of all or a portion of the Facilities, Grantee shall restore the Easement Area and any property or utility facilities of Grantor, its tenants or any Municipal Facilities as nearly as possible to the condition that existed prior to removal of Grantee's Facilities. Such property and facility restoration work shall be done at Grantee's sole cost and expense and to Grantor's or other owner's reasonable satisfaction.

9.4 In the event Grantee abandons, ceases to use, and/or removes the Facilities from the Easement Area, other than in connection with the replacement of the Facilities, this Easement shall automatically terminate. In such instance, at Grantor's request, Grantee agrees to execute an easement termination agreement.

9.5 The parties expressly agree that the provisions of this Section 9 shall survive the expiration of this Easement.

Section 10. Required Relocation of Facilities

10.1 In the event one of Grantor's or Lessee's or an applicable municipal authority's construction project (collectively, "Public Work") requires the relocation of Grantee's Facilities, or a portion thereof, as may be determined by Grantor, Lessee or the applicable municipal authority, then Grantee shall agree to relocate its Facilities, or portion thereof, as required by the

respective requiring party. For Public Works of the Grantor or Lessee, the relocation of Grantee's Facilities will be at the Grantor's or Lessee's sole cost and expense.

10.2 Except in an emergency, Grantor and/or Lessee shall provide Grantee with no less than one (1) year written notice of any Public Work required by Grantor or Lessee. Grantor and/or Lessee shall further provide Grantee with copies of pertinent portions of the final plans and specifications for such Public Work.

10.3 Grantor and/or Lessee shall work cooperatively with Grantee in determining a viable and practical route and schedule within which Grantee may relocate its Facilities under this Section 10, in order to minimize costs while meeting the project timelines and objectives of the Public Work.

Section 11. Insurance

11.1 Grantee shall procure and maintain for the duration of the Easement, commercial insurance, self-insurance, or a combination of self-insurance and excess insurance that will cover claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Grantee, its agents, representatives or employees. Insurance required hereunder shall be with companies duly licensed to transact business in the State of Washington, and maintaining during the policy term a General Policyholders Rating of 'A-' or better and a financial rating of 'VII' or better, as set forth in the most current issue of "Best's Insurance Guide." The use of captive insurance companies, risk retention groups, or insurance pooling is acceptable subject to review and approval by Grantor. No policy of insurance required under this Easement shall be cancelable or subject to non-renewal or modification except after thirty (30) days prior written notice to Grantor. Grantee prior to the expiration of such policies, furnish Grantor with evidence of renewals.

Grantee shall provide an insurance certificate, together with an endorsement naming Grantor, Lessee, their respective officers, elected officials, agents, and employees as additional insureds under the specified commercial general liability insurance and pollution liability insurance required by this Section, to Grantor upon Grantee's acceptance of this Easement, and such insurance certificate shall evidence the following minimum coverages:

A. Commercial general liability and excess liability insurance including coverage for premises - operations, explosions and collapse hazard, underground hazard, products and completed operations hazard, with limits of One Hundred Million Dollars (\$100,000,000) per occurrence and in the aggregate for bodily injury or death to each person and property damage to the extent such coverage is reasonably available in the marketplace. The maximum acceptable deductible or self-insured retention per claim is One Million Dollars (\$1,000,000). Deductibles or self-insured retentions above this amount fall into the category of self-insurance for which provisions are listed in Section 11.2.

(i) If commercial general liability insurance coverage is not readily available, Grantee shall put together a solvent and funded self-insurance program that meets the provisions set forth in Section 11.2.

B. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of One Million Dollars (\$1,000,000) per accident on a combined limit basis for property damage and bodily injury.

C. If Grantee has employees, Workers' Compensation in compliance with Title 51 of the Revised Code of Washington. Self-insurance as a qualified insurer in the State of Washington under Title 51 is permitted for the workers' compensation coverage required under this Section. In consideration of Grantor's execution of this Easement, Grantee hereby waives any immunity Grantee may have under applicable workers' compensation benefit or disability laws, (including but not limited to Title 51 RCW) in connection with the indemnities provided in Section 7 above. Such waiver shall not prevent Grantee from asserting such immunity against any other persons or entities. GRANTEE AND GRANTOR AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS THE PRODUCT OF MUTUAL NEGOTIATION.

D. If Grantee has employees, Employers Liability Insurance (Washington Stop Gap Liability). This shall be in an amount of One Million Dollars (\$1,000,000) per accident and One Million Dollars (\$1,000,000) per disease using ISO CG 04 42 11 03 or equivalent. This coverage may be provided by endorsing the primary commercial general liability policy.

E. Pollution liability coverage, with Grantor and Lessee named as additional insureds on the policy, in an amount not less than Fifteen Million Dollars (\$15,000,000) per occurrence or per claim. Subject to standard terms and conditions, the policy coverage shall

extend to incidents, claims, damages, and losses, including defense costs that arise from the operations and Facilities of Grantee during the term of the Easement.

11.2 Grantor agrees that it will reasonably consider any request by Grantee to self-insure, whether by deductible or self-insured retention, any amount up to and including One Hundred Million (\$100,000,000) per occurrence or claim, subject to the provisions in this Section; or to self-insure a required coverage where no reasonable commercial insurance is available. As used in this Easement “self-insure” shall mean that Grantee is itself acting as though it were the insurance company providing the insurance required under this Section 11, and Grantee shall pay all amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Easement. All amounts that Grantee pays or is required to pay, and all loss or damage resulting from risks for which Grantee has selected to self-insure, shall be subject to a waiver of subrogation in favor of Grantor and Lessee and shall not limit Grantee’s indemnification obligations as defined within the Easement. Grantor further conditions Grantee’s right to self-insure upon Grantee:

A. Providing a Letter of Self-Insurance which clearly shows which self-insured lines of insurance are being insured on an excess basis above the self-insured retention, as well as confirmation that Grantee holds assets, funds, and monies of a sufficient amount to pay current claim and legal obligations that are self-insured, as well as the forecasted actuarial determined liabilities of the self-insurance program. Grantee shall provide Grantor, annually, with documentation, including an actuarial report (or equivalent), confirming the solvency of the self-insurance program.

B. Providing evidence of a sufficiently large tangible net worth to be able, in Grantor’s reasonable discretion, to absorb an annual loss in the amount Grantee has elected to self-insure;

C. Annually providing an audited financial statement, prepared in accordance with generally accepted accounting principles, which establishes and confirms that Grantee has the required net worth;

D. Not having an event or occurrence (such as the bankruptcy of Grantee) that makes it apparent that such net worth has been diminished below the required level;

E. Maintaining a demonstrated program of self-insurance through which Grantee demonstrates proficiency and expertise in the ability to respond, investigate, adjust, and administer allegations of claims and actual claims within the self-insured retention of an otherwise insured program or within the entire self-insurance program if no excess insurance exists.

F. Providing excess insurance from approved carrier/carriers above the self-insurance program up to the limits specified in Section 11.1.

11.3 If at any time during the term of this Easement Grantee fails to meet or retain any of the conditions/requirements under Section 11.2, and fails to remedy any such failure following thirty (30) days written notice, Grantee shall immediately lose the right to self-insure and shall be required to provide the insurance specified herein as issued by a qualifying insurance company.

11.4 If any insurance coverage is purchased on a “claims made” basis, then the insurer or its representative shall warrant continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of termination of this Easement and/or conversion from a “claims made” form to an “occurrence” coverage form.

11.5 In the event Grantor permits Grantee to self-insure and an event, occurrence, or allegation of a wrongful act occurs, or an actual claim (collectively, “Claim”) is submitted to Grantor for which a defense and coverage would have been available from an insurance company, had a commercial policy of insurance been procured by Grantee as required under this Section 11, Grantee agrees to the extent of an equivalent policy of commercial insurance and up to the limits of such a policy as required by Section 11, to: (i) undertake the defense of any such Claim, including a defense of Grantor and Lessee, at Grantee’s sole cost and expense; (ii) use its own funds to pay any award or settlement arising out of such Claim, or replace property or otherwise provide funding which would have been available from insurance proceeds, but for Grantee’s election to self-insure and (iii) indemnify Grantor and Lessee for reasonable defense, adjustment expenses, settlement costs, and any special or general damages that Grantor and/or Lessee pay(s) in response to any such Claim.

11.6 Any deductibles or insurance retentions shall be the sole responsibility of Grantee whether required as part of a commercial insurance program or a self-insured program.

11.7 For each line of insurance coverage for which Grantor or Lessee has requested to be an additional insured, the underlying policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability.

11.8 Grantee's required commercial insurance or self-insurance program shall be primary insurance with respect to Grantor, its officers, elected officials, employees, agents and Lessee. Any insurance maintained by Grantor, its officers, elected officials, employees, and agents or Lessee, shall be in excess of Grantee's insurance and shall not contribute with it.

11.9 Waiver of Subrogation. Without affecting any other rights or remedies, Grantee (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against Grantor, its officers, agents and employees or Lessee (whether in contract or in tort) on account of any loss or damage occasioned to Grantee arising out of or incident to the perils required to be insured against under this Easement. Accordingly, Grantee shall cause each insurance policy required by this Section to further contain a waiver of subrogation clause. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required or by any deductibles applicable thereto.

11.10 The limits of insurance required by this Easement or as carried by Grantee shall not limit the liability of Grantee nor relieve Grantee of any obligation hereunder.

11.11 The insurance provisions under Section 11 shall survive the termination of this Easement and shall continue for as long as Grantee's Facilities remain in or on the Easement Area or until the parties execute a new Easement agreement that modifies or terminates these insurance provisions.

Section 12. Notice and Representatives

12.1 All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile or sent by overnight delivery service only:

Grantor:

Port of Seattle

The Northwest Seaport Alliance – Seattle Harbor
Agent for the Port of Seattle
2711 Alaskan Way
Seattle, WA 98121 – _____
206-_____

Grantee:

Olympic Pipe Line

Attn: District Operations Manager
2319 Lind Avenue S.W.
Renton, Washington 98055
OPL Main 425-235-7736
24 hour and emergency 888-271-8880
Fax 425-981-2525

Lessee:

SSA Terminals, LLC

SSA Containers, Inc.
1131 Klickitat Way S.W.
Seattle, Washington 98134
Attn: General Counsel

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

12.2 To ensure effective cooperation, Grantee and Grantor shall each designate a representative responsible for communications between the parties.

Section 13. Compliance with Laws

13.1 Grantee shall, in exercising any of its rights and obligations under this Easement, comply with all applicable (existing and as may be amended) local, state and federal laws,

regulations, and procedures, including but not limited to, Grantee's development and implementation of an emergency response/spill prevention plan and procedure.

13.2 At Grantor's request, Grantee shall provide Grantor with a copy of Grantee's emergency response/spill prevention plan and procedure. Upon written request by either party, the parties agree to meet periodically to review Grantee's emergency response/soil prevention plan and procedure.

Section 14. Miscellaneous

14.1 In the event that a court or agency of competent jurisdiction declares a material provision of this Easement to be invalid, illegal or unenforceable, the parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to such amendments or modifications as are appropriate actions so as to give effect to the intentions of the parties as reflected herein. All other provisions of the Easement shall remain in effect at all times during which negotiations are pending. If severance from this Easement of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Easement, either party may apply to a court of competent jurisdiction to reform or reconstitute the Easement so as to recapture the original intent of said particular provision(s).

14.2 Grantee shall keep in the Easement Area free of any liens and encumbrances arising out of its activities under this Easement.

14.3 Whenever this Easement sets forth an allotment of time for any act to be performed, such allotment of time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of this Easement.

14.4 In the event that either party to this Easement is prevented or delayed in the performance of any of its obligations under this Easement by reason(s) beyond the party's reasonable control, then that party's performance shall be excused during the occurrence (a "Force Majeure Occurrence"). Upon removal or termination of the Force Majeure Occurrence, said party shall promptly perform the affected obligations in an orderly and expedited manner under this Easement or procure a substitute for such obligation or performance that is satisfactory to the other party.

14.5 The Section headings in this Easement are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.

14.6 By entering into this Easement, the parties expressly do not intend to create any obligation or liability, or promise any performance to any third party, other than Lessee, nor grant any third party other than Lessee any right to enforce this Easement.

14.7 This Easement shall be governed by, and construed in accordance with, the laws of the State of Washington. This Easement and all of the terms and provisions shall be binding upon and inure to the benefit of the respective successors and assignees of the parties.

14.8 The parties each represent and warrant that they have full authority to enter into and to perform this Easement, and to the best of their knowledge they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof.

14.9 This Easement may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed a single document.

Signatures Appear on Next Pages

UNCONDITIONAL ACCEPTANCE BY OLYMPIC PIPE LINE COMPANY:

I, the undersigned official of Olympic Pipe Line Company LLC, am authorized to bind Olympic Pipe Line Company LLC and to unconditionally accept the terms and conditions of the foregoing Easement, which are hereby accepted by Olympic Pipe Line Company LLC this _____ day of _____, 20__.

OLYMPIC PIPE LINE COMPANY LLC

By: _____
 Name: _____
 Title: _____

STATE OF _____)
) ss
 County of _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of Olympic Pipe Line Company LLC, an interstate pipeline LLC of the State of Delaware, the LLC that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Notary Seal Please stay within block.	_____ Notary (print name) _____ Notary Public in and for the State of _____, residing at _____ My Appointment expires _____
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ACKNOWLEDGMENT AND CONSENT

By signing below, SSA Terminals, LLC and SSA Containers, Inc., as Lessee of Terminal 18 on which the Easement Area is located, acknowledges that the Port is granting this Easement and consents thereto, and further acknowledges that it has received and reviewed a copy of the Easement Agreement.

SSA TERMINALS, LLC

BY: SSA VENTURES, INC., its Member

By: _____
Name: _____
Title: _____

BY: MATSON VENTURES, INC., its Member

By _____
Name: _____
Title: _____

SSA CONTAINERS, INC.

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ___ day of _____, 2017, before me personally appeared _____, to me known to be the _____ of SSA Ventures, Inc., a _____ corporation, a Member of SSA Terminals LLC, a Delaware limited liability company, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: _____

Name (Print): _____

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ___ day of _____, 2017, before me personally appeared _____, to me known to be the _____ of Matson Ventures, Inc., a _____ corporation, a Member of SSA Terminals LLC, a Delaware limited liability company, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: _____

Name (Print): _____

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires: _____

OLYMPIC PIPE LINE PIPE LINE EASEMENT

A STRIP OF LAND 10 FEET IN WIDTH SITUATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST AND THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, AND WITHIN THAT PORTION OF 11TH AVENUE SOUTHWEST TO BE VACATED AS DESCRIBED IN RECORD OF SURVEY, "EXHIBIT MAP FOR HARBOR ISLAND PROJECT, TERMINAL 18, SEATTLE, WASHINGTON", FILED UNDER RECORDING NO. 19991008900013, RECORDS OF KING COUNTY, WASHINGTON, THE SIDELINES OF SAID STRIP BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OF AN EXISTING PIPELINE:

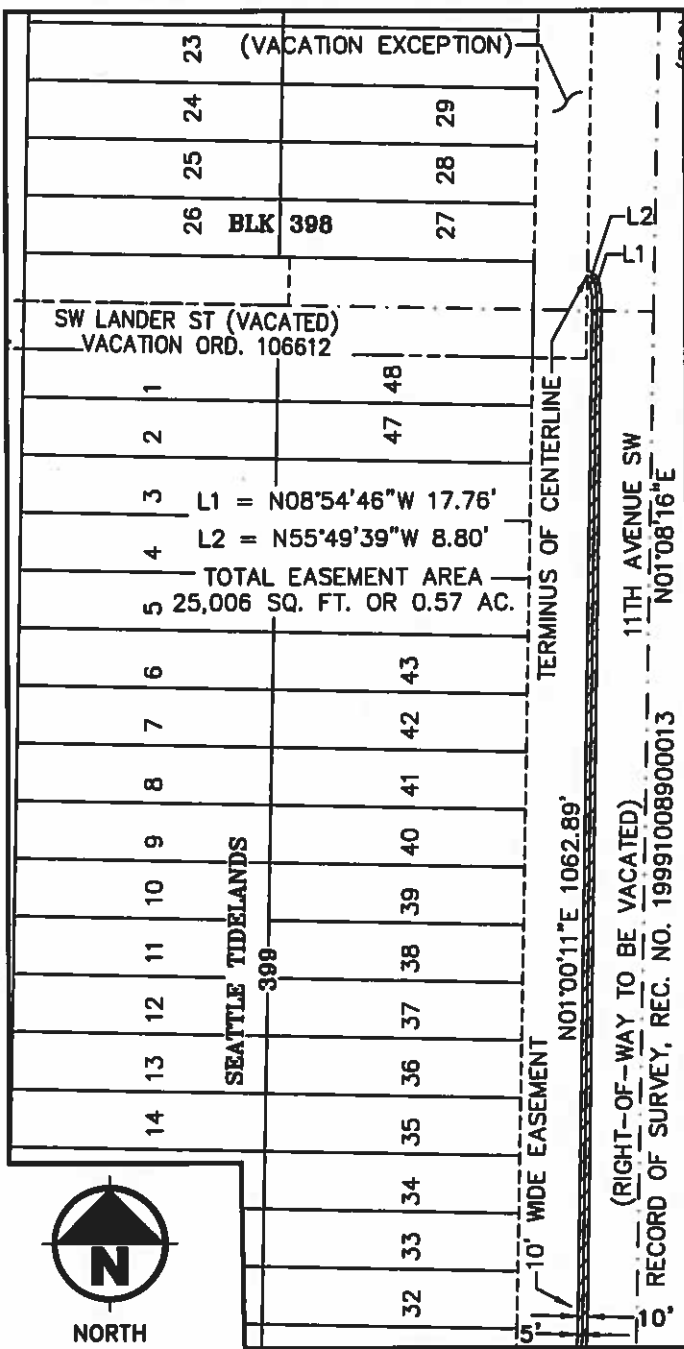
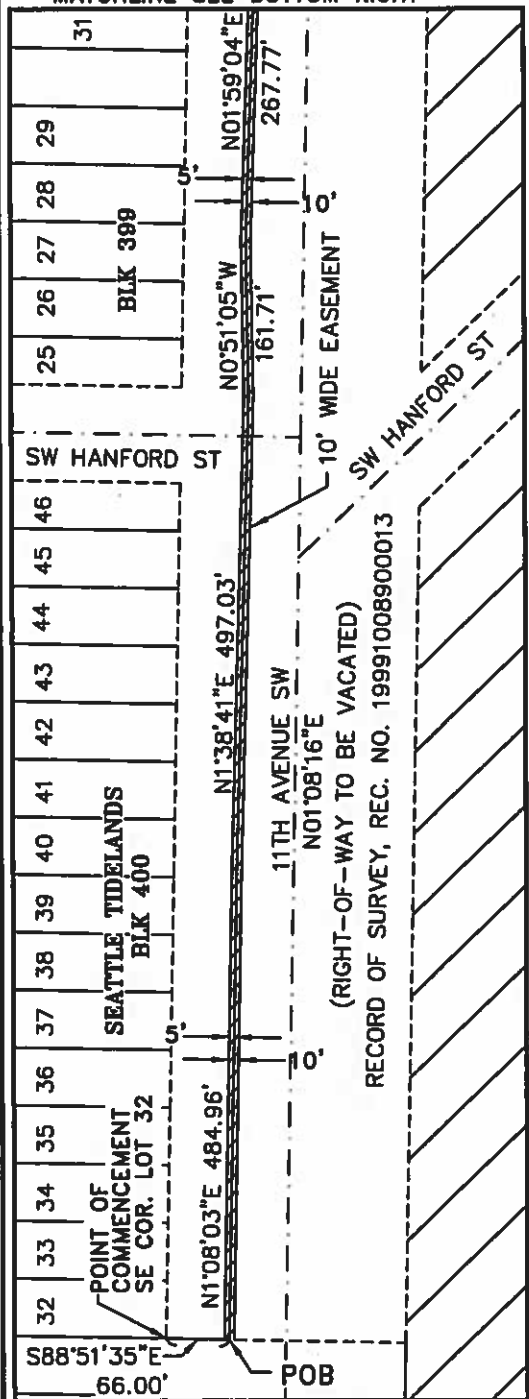
COMMENCING AT THE SOUTHEAST CORNER OF LOT 32, BLOCK 400, PLAT OF SEATTLE TIDELANDS, ACCORDING TO THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON;
THENCE SOUTH 88°51'35" EAST, ALONG THE SOUTHERLY MARGIN OF SAID 11TH AVENUE SOUTHWEST TO BE VACATED, A DISTANCE OF 66.00 FEET TO AN EXISITING PIPELINE AND THE POINT OF BEGINNING OF SAID CENTERLINE;
THENCE NORTH 01°08'03" EAST, ALONG SAID PIPELINE, A DISTANCE OF 484.96 FEET;
THENCE NORTH 01°38'41" EAST, ALONG SAID PIPELINE, A DISTANCE OF 497.03 FEET;
THENCE NORTH 00°51'05" WEST, ALONG SAID PIPELINE, A DISTANCE OF 161.71 FEET;
THENCE NORTH 01°59'04" EAST, ALONG SAID PIPELINE, A DISTANCE OF 267.77 FEET;
THENCE NORTH 01°00'11" EAST, ALONG SAID PIPELINE, A DISTANCE OF 1062.89 FEET;
THENCE NORTH 08°54'46" WEST, ALONG SAID PIPELINE, A DISTANCE OF 17.76 FEET;
THENCE NORTH 55°49'39" WEST, ALONG SAID PIPELINE, A DISTANCE OF 8.80 FEET TO THE WESTERLY MARGIN OF SAID 11TH AVENUE SOUTHWEST TO BE VACATED AND THE TERMINUS OF SAID CENTERLINE.

CONTAINING 25,006 SQUARE FEET OR 0.57 ACRES, MORE OR LESS.



PORTIONS OF THE NW 1/4 OF S. 18, T. 24 N., R. 04 E.,
AND THE SW 1/4 OF S. 07, T. 24 N., R. 04 E., W.M.,
KING COUNTY, WASHINGTON

MATCHLINE SEE BOTTOM RIGHT



MATCHLINE SEE TOP LEFT



OLYMPIC PIPE LINE
11TH AVE SW (TO BE VACATED)

EASEMENT EXHIBIT

DATE
JAN. 19, 2017

SHEET NO.

01 OF 01