

Meeting Date: January 14th, 2025

## SEWER SERVICES AGREEMENT

This Sewer Services Agreement (“Agreement”) is entered into this 9<sup>th</sup> day of February 2025 (the “Effective Date”), between Midway Sewer District, a municipal services corporation of the State of Washington (“Midway”) (formerly known as the Des Moines Sewer District) and the Port of Seattle, a municipal corporation of the state of Washington (the “Port”) (together Midway and the Port are referred to as the “Parties”, with each individually being a “Party”) and owner-operator of the Seattle-Tacoma International Airport (“Airport”).

WHEREAS, the Parties first entered into an agreement for construction of sewer and sewage facilities and the provision of sewer services on February 13, 1963, which expired on August 13, 1994 (the “1963” Agreement”); and

WHEREAS, the Parties entered into a subsequent agreement for the provision of sewer services dated February 8, 1995, which expires on February 8, 2025 (the 1995 Agreement”); and

WHEREAS, Midway constructed an industrial wastewater conduit on the Port’s property pursuant to the 1963 Agreement which serves the airfield portion of the Airport, known as the Airport Industrial Waste Line, and Midway has retained ownership and maintenance responsibility for the Airport Industrial Waste Line since its initial construction; and

WHEREAS, the Parties have determined that it is in their mutual best interest from operational, control, and business perspectives for the Port to assume ownership of, and maintenance responsibilities for, the Airport Industrial Waste Line; and

WHEREAS, in 2007 during the term of the 1995 Agreement, Midway made a significant upgrade to its outfall capacity which was necessitated in part by the Port’s discharges above the daily limit for the Airport Industrial Waste Line, and the Port requires the upgraded capacity for its future discharge volumes which will increase above the existing limits, and Midway requires a capital contribution from the Port associated with the outfall upgrade; and

WHEREAS, the Parties desire to enter into a new agreement to ensure the effective continuation of sewer service to the Airport;

NOW THEREFORE, the Parties agree as follows:

1. Definitions:

a. Airport Industrial Waste Line: shall mean that portion of sewer conduit conveying treated industrial wastewater effluent from the Port’s industrial wastewater treatment plant to a point of connection with Midway’s Outfall that is located off the Airport property.

b. G.F.C. or General Facilities Charge: shall mean each property owner’s proportionate share of the cost of facilities of general benefit to the District, including, but not limited to, existing and future treatment plants, pump stations, trunk lines, interceptors, force mains, outfall lines, structures, equipment and other capitalized costs. MSD Code Section 5.12.020(1).

- c. G.P.M.: shall mean gallons per minute of flow.
- d. M.G.D.: shall mean Million Gallons per day.
- e. Outfall: shall mean the conduit owned and operated by Midway which conveys water from Midway's Des Moines Creek Treatment Plant and from the Airport Industrial Waste Line.
- f. Sanitary Sewer Trunk: shall mean the portion of sewer conduit conveying sanitary sewage from the Airport terminals A, B, C, D, S, Main Terminal, and other off-Airport properties within Midway's jurisdiction.
- g. "Total Suspended Solids or TSS" means solids that either float on the surface of, or are in suspension in water, wastewater, or other liquids, and which are largely removable by laboratory filtering.

2. Term. The term of this Agreement shall be ten (10) years, commencing on February 9, 2025, and ending on the same calendar date in 2035 (the "Term"). Notwithstanding the foregoing, the Parties shall have up to two (2) successive options to extend the Term (each, an "Extension Term") for five (5) years per Extension Term, provided that any Extension Term is subject to the Parties' mutual agreement, which such agreement shall be at the sole and absolute discretion of each Party. To pursue an Extension Term, either Party, shall notify the other Party in writing of its desire to extend the Term no more than one hundred and eighty (180) days and no less than ninety (90) days prior to the expiration of the Term (or Extension Term). Within thirty (30) days of receipt of the aforementioned notice, the receiving Party must notify the other Party in writing of its decision of whether to extend the Term. Failure to respond to the notice within thirty (30) days shall constitute a failure to agree to extend the Term. In the event the Parties mutually agree to an Extension Term, such agreement shall be documented in a simple amendment noting the new term, and shall not require authorization of the Port of Seattle Commission unless other material terms of the Agreement are amended.

3. Airport Industrial Waste Line Conveyance and Maintenance Responsibilities. Since the construction of the Airport Industrial Waste Line, and pursuant to the 1963 and 1995 Agreements, Midway has retained ownership over the Airport Industrial Waste Line improvements, and has been responsible for all maintenance, repair and operation of the Airport Industrial Waste Line. The Port granted Midway an easement in 1965 which allowed Midway to construct, repair, and maintain the Airport Industrial Waste Line, and other sewer improvements on Port Property which is recorded in the records of King County under Number 5887661 (the "Easement"). The Parties hereby agree that it is in the mutual best interest of each Party for ownership, maintenance, repair and operation responsibility for the Airport Industrial Waste Line to be transferred from Midway to the Port on the terms and conditions contained in this Section 3.

a. Transfer of Ownership Interest and Easement Release. Title to the improvements to the Airport property known as the Airport Industrial Waste Line will be conveyed from Midway to the Port effective following mutual execution of this Agreement. The Port represents and warrants that it is taking the Airport Industrial Waste Line on an As-Is, Where-Is basis, without any representation or warranty from Midway as to the condition of the Airport Industrial Waste Line. Midway represents and warrants that it has provided all records in its, or its consultants, possession that relate to the condition or maintenance and repair of, the Airport Industrial Waste Line. In order to cause ownership of the Airport Industrial Waste Line to revert to the Port, and to relinquish Midway's easement rights and obligations to the portion of the Airport containing the Airport Industrial Waste Line, following mutual execution of this Agreement, the Parties will execute and record a copy of the "Partial Easement Release" attached hereto as "**Exhibit A**", and a copy of the Quit Claim Deed attached thereto as "**Exhibit A-1**". The Port shall be responsible for recording the Partial Easement Release, and for any costs associated with such recording, provided that Midway agrees to cooperate in a commercially reasonable manner to execute any necessary documents associated with recording the Partial Easement Release. For avoidance of doubt, the Port shall assume all ownership, maintenance and repair responsibilities for the Airport Industrial Waste Line following mutual execution of this Agreement, irrespective of when the Partial Easement Release is executed and recorded.

4. Airport Industrial Waste Line Flow Capacity and Charges:

a. Airport Industrial Waste Line Charges. Throughout the Term of the Agreement, the Port shall pay Midway a monthly charge of \$4000.00 for the Port's right to discharge effluent from the Airport Industrial Waste Line into Midway's system tie-in at the boundary of the Airport. The port will be billed for this service along as a line item on the Port's regular bi monthly sewer service bill.

b. Airport Industrial Waste Line Flow Capacity. Throughout the Term of the Agreement, the volume of the Port's effluent discharge from the Airport Industrial Waste Line to Midway's system shall not exceed three thousand two hundred (3,200) G.P.M. The Port maintains a meter to monitor the volume of Airport Industrial Waste Line effluent discharge into Midway's system, which meter is located at the Port's Industrial Wastewater Treatment Plant ("IWTP Effluent Flow Meter"). The Port shall be responsible for monitoring the effluent discharge volumes from the Airport Industrial Waste Line into Midway's system.

5. POS Payment for Midway Outfall Upgrades. During the term of the 1995 Agreement, the Port discharged in excess of its Airport Industrial Waste Line effluent volume limits as stipulated in the 1995 Agreement. As a result of the Port's effluent discharges and other factors, upgrades were required to Midway's system outfall to Puget Sound to increase its capacity. In consideration of the Port's prior discharge history, the increase to the Port's effluent discharge flow volume from the Airport Industrial Waste Line pursuant to this Agreement, and Midway's capacity upgrades to its outfall infrastructure to accommodate the Port's increased effluent discharge volumes, the Port

shall pay a total of One Million, Six Hundred Thousand -Dollars and No Cents (\$1,600,000) to Midway. Payment shall be due in full by April 1, 2025.

6. Sanitary Sewer Service.

a. Capacity. The Port's discharge capacity to the Sanitary Trunk Line under the 1995 Agreement is set at One Million (1,000,000) M.G.D. Commencing following mutual execution of this Agreement, the discharge capacity to from the Sanitary Trunk Line to Midway's system shall be increased to One Million, One Hundred Thousand (1,100,000) M.G.D. All discharges into the Midway system from the Sanitary Trunk Line shall comply with Midway sewer use regulations, as revised and amended from time to time.

b. Charges. Midway shall continue to provide sanitary sewer service to the Airport properties within Midway's service area, and shall charge the Port for this service, including General Facilities Charges where applicable, at the same rate as that charged by Midway to all other commercial sewer customers in Midway's service area as provided under Section 5.12 of the MSD Code.

c. Total Suspended Solids Surcharge. Throughout the term of the 1995 Agreement, the Port has typically discharged effluent from the Sanitary Trunk Line that contains Total Suspend Solids levels which are disproportionately higher than other users of Midway's sewer system. Midway anticipates that during the Term of Extension Term of this Agreement, it will reach its limits for Total Suspended Solids which are dictated by its NPDES permit issued by the Washington Department of Ecology. At any point during the Term of this Agreement, if Midway reasonably determines that it will reach its limits for Total Suspended Solids in its NPDES permit, Midway hereby reserves the right to impose a commercially reasonable Total Suspended Solids surcharge on the Port, provided that prior to imposing the surcharge, Midway must provide adequate documentation to the Port demonstrating the basis for calculating the surcharge and its reasonableness. Total Suspended Solids Surcharges shall be calculated as follows: Midway will compare the Port's TSS to the overall influent Total Suspended Solids for Midway's treatment plant (the "Plant"). If the Plant's influent Total Suspended Solids is under 300 mg/l, then 300mg/l will be used as the Midway's base number for comparison. If the Plant's Total Suspended Solids influent is higher than 300mg/l then that higher number will be used as the base number. Midway will calculate a Total Suspended Solids ratio by dividing the Port's TSS influent by the Plant's overall TSS influent (the "TSS Surcharge Ratio"). The TSS Surcharge Ratio is then multiplied by the Port's total amount owing for that billing monthly period, and the resulting increase to the total amount owing is the "Total Suspended Solids Surcharge". Midway will provide the Port six months' notice prior to surcharging for TSS. For the avoidance of doubt, if the Port's TSS influent to is lower than the Plant's overall influent for

any given period, then the Port will not be subject to a Total Suspended Solids Surcharge for the period in question. See MSD Code Section 5.04.360.

d. Biological Oxygen Demand Surcharge. This surcharge shall be calculated as follows: The District calculates the Plant's average influent BOD from May through October (typically the highest influent period of the year) and compares it to the BOD from the Airport's effluent BOD. Midway will calculate a BOD ratio by dividing the Port's BOD influent by the Plant's overall BOD influent (the "BOD Surcharge Ratio"). The BOD Surcharge Ratio is then multiplied by the Port's total amount owing for that billing monthly period, and the resulting increase to the total amount owing is the "BOD Surcharge". For the avoidance of doubt, if the Port's BOD influent is lower than the Plant's overall influent for any given period, then the Port will not be subject to a BOD Surcharge for the period in question. See MSD Code Section 5.04.360.

e. Future NPDES Nutrient Removal Requirements. In the event Nutrient Removal Requirements are imposed, the Port shall comply with any generally applicable MSD code provisions adopted to address the requirements.

## 7. Miscellaneous.

a. MSD Code. The currently adopted Midway Sewer District code provisions of general application shall control in the event there are any inconsistencies or conflicts with the provisions of this Agreement.

b. Agreement Amendments. This Agreement may be amended through mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The King County Superior Court in Washington State shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

d. Assignment and Third-Party Beneficiaries. This Agreement is not assignable or delegable by any Party in whole or in part, without the express prior written consent of the other Parties. Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than the Parties, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Parties and not for the benefit of any third party.

e. Waiver. A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver

of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the waiving Party and duly acknowledged by the other Parties.

f. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

g. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

h. Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the following addresses unless otherwise indicated by the Parties to this Agreement:

To Midway: The General Manager  
3030 S. 240<sup>th</sup> St.  
Kent, WA 98032

To the Port:

Facilities and Infrastructure Manager  
Port of Seattle  
17801 International Blvd  
Seattle, WA 98168

i. Indemnification. Each Party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. No Party will be considered the agent of the other Party and no Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. To the maximum extent allowed by law, each Party shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their duties, employment, or agency from any and all costs, claims, judgments, penalties, and/or awards of damages, to the extent arising out of or in any way resulting from that Party's own negligent acts or omissions in connection with performance of activities under the terms of this Agreement.

The Parties agree that their respective obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waive, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW, and all other applicable Industrial Insurance/Worker's Compensation Acts or their equivalent in the applicable jurisdiction. Further, the indemnification obligations under this Agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable to or for any third party under Worker's Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts.

In compliance with RCW 4.24.115 or any successor provision, all provisions of this Agreement pursuant to which any Party ("Indemnitor") agrees to indemnify the other Parties (each an "Indemnitee") against liability for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate (a) shall not apply to damages caused by or resulting from the sole negligence of the Indemnitee, its agents, contractors or employees, and (b) to the extent caused by or resulting from the concurrent negligence of Indemnitee's agents, contractors or employees, shall apply only to the extent of the Indemnitor's negligence.

If either Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party(ies).

Notwithstanding anything to the contrary contained herein, and except for the third-party indemnification obligations set forth above, no Party shall be responsible for payment to the other Parties for consequential, special, or punitive damages in any way arising from this Agreement or any claim of breach or failure under this Agreement.

This indemnification shall survive the termination of this Agreement.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.
9. Exhibits. The following exhibits are hereby incorporated to the Agreement:
  - **Exhibit A** Partial Release of Easement
  - **Exhibit A-1** Quit Claim Deed.

[signatures on the following page]





EXECUTED BY THE UNDERSIGNED PARTIES effective as of the last date below.

Midway Sewer District

Port of Seattle

By: \_\_\_\_\_

\_\_\_\_\_

Marc Monteith  
General Manager

Steve Metruck  
Executive Director

\_\_\_\_\_

\_\_\_\_\_

Date

Date

## EXHIBIT A – Partial Release of Easement

### PARTIAL RELEASE OF EASEMENT

**RELEASOR:** Midway Sewer District

**RECIPIENT:** Port of Seattle

**LEGAL DESCRIPTION (Abbreviated):**

**Assessor's Tax Parcel IDs: #**

**Reference Nos. of Documents Released or Assigned: 5887661**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between, MIDWAY SEWER DISTRICT fka DES MOINES SEWER DISTRICT "Releasor" and PORT OF SEATTLE "Recipient".

#### RECITALS

1. The Port of Seattle granted an Easement to Midway Sewer District fka Des Moines Sewer District for the installation and maintenance of sewer lines upon or under Port of Seattle property under King County Recording number 5887661 "1965 Easement."
2. Midway Sewer District Owns and operates an Airport Industrial Waste Line in portions of the 1965 Easement "Industrial Trunk".
3. Midway Sewer District Owns and operates a sanitary sewer service line in portions of the 1965 Easement "Sanitary Trunk."
4. Midway Sewer District and the Port of Seattle have entered into a Sewer Services Agreement under which Midway Sewer District has agreed to transfer ownership and responsibility of the Industrial Trunk to the Port of Seattle while retaining Midway Sewer District's ownership of the Sanitary Trunk "Sewer Services Agreement."
5. Pursuant to the Sewer Services Agreement Midway Sewer District no longer requires an easement for the Industrial Trunk but continues to require an easement for the Sanitary Trunk.

In consideration of the mutual promises and benefits as established in the Sewer Services Agreement the parties agree as follows.

1. Partial Release of Easement. Midway Sewer District releases its interest in the Industrial Trunk portions of the 1965 Easement as legally described on Exhibit A.
2. Partial Retention of Easement. Midway retains its interest in the Sanitary Trunk portions of the Easement as described in Exhibit B but only for the use of a Sanitary Trunk line.
3. Coordination of Trunk Lines. The Parties agree to cooperate when either party needs to perform maintenance or replacement of a portion of its respective Trunk line to minimize impacts to

the other parties Trunk line in those portions of the Easement described in Exhibit B where both Trunks are collocated.

- 4. Remaining Terms of 1965 Easement Unchanged. Except as specifically modified herein, all other terms and conditions of the 1965 Easement shall remain unchanged.

RELEASOR Recipient  
Midway Sewer District

Port of Seattle

By: \_\_\_\_\_  
Marc Monteith, General Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF WASHINGTON, )  
 ) ss.  
COUNTY OF KING. )

ACKNOWLEDGMENT  
OF  
MUNICIPAL CORPORATION

I certify that I know or have satisfactory evidence that Marc Monteith signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of Midway Sewer District, a Washington Municipal Corporation, to be the free and voluntary act of such corporation, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, Residing in \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON, )  
 ) ss.  
COUNTY OF KING. )

ACKNOWLEDGMENT  
OF  
MUNICIPAL CORPORATION

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of Port of Seattle, a Washington Municipal Corporation, to be the free and voluntary act of such corporation, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on \_\_\_\_\_, 2024.

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Notary Public in and for the State of  
Washington, Residing in \_\_\_\_\_  
My appointment expires \_\_\_\_\_

## **EXHIBIT A**

### For a Portion for Industrial Trunk:

An easement consisting of a 30-foot wide strip, the centerline of which is described as follows:

Beginning at the aforementioned Point "A"; thence north  $68^{\circ}20'09''$  West 458.80 feet; thence North  $8^{\circ}20'26''$  West 85.0 feet to a point hereinafter referred to as Point "C".

### For a Portion of the Industrial Trunk:

An easement consisting of a 20-foot wide strip, the centerline of which is described as follows:

Beginning at the aforementioned Point "C"; thence North  $8^{\circ}20'26''$  West 1,373.96 feet; thence North  $10^{\circ}25'15''$  West 486.79 feet; thence North  $34^{\circ}05'37''$  West 1,032.27 feet; thence North  $1^{\circ}26'39''$  East 374.96 feet; thence South  $89^{\circ}30'51''$  West 165.06 feet; thence North  $79^{\circ}19'06''$  West 80.12 feet; thence North  $64^{\circ}37'14''$  West 76.74 feet to the point of termination at the Industrial Waste Treatment Plant Outfall; Less that portion of said easement which lies within the 100-foot wide right-of-way of South 188<sup>th</sup> Street.

**EXHIBIT B**

For Portion of Industrial & Sanitary Trunk:

An Easement consisting of a 30-foot wide strip the centerline of which is described as follows:

Commencing at the Monument marking the center of Section 4, Township 22 North, Range 4 East, W.M., King County, Washington;

Thence along the East-West centerline of said Section 4, North 88°26'34" West 634.44 feet; thence North 17°12'51" West 31.69 feet to the True Point of Beginning; thence continuing North 17°12'51" West 366.97 feet; thence north 29°43'41" West 851.0 feet to a point hereinafter referred to as Point "A".

For Portion of Sanitary Trunk:

An easement consisting of a 20-foot wide strip, the centerline of which is described as follows:

Beginning at the aforementioned Point "A"; thence north 16°26'48" East 282.56 feet; thence North 39°24'24" East 798.18 feet; thence 22°28'17" East 385.0 feet to a point hereinafter referred to as Point "B"; thence continuing North 22°28'17" East 1,408.88 feet; thence South 87°56'22" East 203.60 feet to its intersection with the Easterly property line of Seattle-Tacoma Airfield and also lying North 3°18'24" East 643.0 feet, and South 87°56'22" East 334.57 feet of the South ¼ corner of Section 33, Township 23 North, Range 4 East W.M.

**EXHIBIT A-1 – Quit Claim Deed**

**RETURN ADDRESS:**

Seattle-Tacoma International Airport  
17801 Pacific Highway South  
Main Terminal Building  
Mezzanine Level, Room A6012M  
Seattle, WA 98158  
Attention: Aviation Properties

**QUIT CLAIM DEED**

GRANTOR: MIDWAY SEWER DISTRICT  
A municipal services corporation of the State of Washington

GRANTEE: PORT OF SEATTLE  
a municipal corporation of the State of Washington

ABBREVIATED LEGAL DESCRIPTION: N/A  
Full legal description on Exhibit A

ASSESSOR'S TAX PARCEL NOS.: 2823049016

REFERENCE NO. OF DOCUMENT RELEASED OR ASSIGNED: 5887661

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration received, Midway Sewer District, a municipal services corporation of the State of Washington (“Grantor”), hereby conveys and quit claims to the Port of Seattle, a municipal corporation of the State of Washington (“Grantee”), the subterranean improvements to the real property described in Exhibit A attached hereto and incorporated herein by this reference, situated in the County of King, State of Washington, subject to all matters of record.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

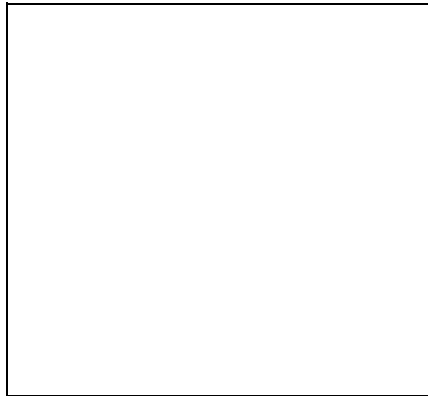
MIDWAY SEWER DISTRICT

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the Midway Sewer District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notarial stamp/seal)



***Exhibit A to Deed***

***Legal Description***

For a Portion for Industrial Trunk sewer line located within:

An easement consisting of a 30-foot wide strip, the centerline of which is described as follows:

Beginning at the aforementioned Point “A”; thence north 68°20’09” West 458.80 feet; thence North 8°20’26” West 85.0 feet to a point hereinafter referred to as Point “C”.

For a Portion of the Industrial Trunk sewer line located within:

An easement consisting of a 20-foot wide strip, the centerline of which is described as follows:

Beginning at the aforementioned Point “C”; thence North 8°20’26” West 1,373.96 feet; thence North 10°25’15” West 486.79 feet; thence North 34°05’37” West 1,032.27 feet; thence North 1°26’39” East 374.96 feet; thence South 89°30’51” West 165.06 feet; thence North 79°19’06” West 80.12 feet; thence North 64°37’14” West 76.74 feet to the point of termination at the Industrial Waste Treatment Plant Outfall; Less that portion of said easement which lies within the 100-foot wide right-of-way of South 188<sup>th</sup> Street.