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Real Estate Services Office  
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**Document Title: Possession and Use Agreement**  
**Reference Number of Related Document: 20090220002129**  
**Grantor(s): Port of Seattle, a Washington municipal corporation**  
**Grantee(s): State of Washington, Department of Transportation**  
**Legal Description: Ptn. Blocks 367, 368 & 369, Seattle Tide Lands**  
**Additional Legal Description is on Pages 7-21 of Document**  
**Assessor's Tax Parcel Number: 766620-7695**

AMENDMENT #1 TO  
POSSESSION AND USE AGREEMENT

State Route 99  
S. Atlantic St. Vic. to S. Dearborn St. and S. Dearborn St. to Pine St.

**THIS AMENDEMENT #1** to that certain Possession and Use Agreement dated January 26, 2009 recorded February 20, 2009 in King County, State of Washington, under County Auditor's File number 20090220002129; is made and entered into this day of \_\_\_\_\_, 2009, by and between the State of Washington, Department of Transportation, hereinafter referred to as the "State", and the Port of Seattle, a Washington municipal corporation, Owner, hereinafter referred to as the "Port", and Total Terminals International, LLC, a Delaware limited liability corporation, Tenant, hereinafter referred to as "TTI", the State, the Port, and TTI, hereinafter collectively referred to as the "Parties"; who agree as follows:

**POSSESSION AND USE AGREEMENT**

**RECITALS**

**WHEREAS** the parties have entered into a Possession and Use Agreement dated January 26, 2009 recorded February 20, 2009 in King County, State of Washington, under County Auditor's File number 20090220002129, hereinafter referred to as the "P&U Agreement", for certain real property owned by the Port, and leased to TTI, located in King County, Washington, which the State needs for the SR 99 South Holgate Street to South King Street - Viaduct Removal Project, (the "Project");

**AND WHEREAS**, the interests to be conveyed to the State are described in the P&U Agreement collectively as the "Property";

**AND WHEREAS**, as a result of Project design changes the Parties wish to amend and correct the description of the Property and the State's payment for the right to possess the Property;

**AND WHEREAS**, the State has made a revised, firm, and continuing offer to pay the amount of \$6,998,700.00 for the purchase of the following described real property and property rights situated in King County, in the State of Washington:

For legal descriptions and additional conditions  
See **Exhibit A** attached hereto and made a part hereof

**NOW THEREFORE**, for and in consideration of the payments set forth in this Amendment #1 to the P&U Agreement the Parties agree to the following modifications:

- 1) "**EXHIBIT A** Legal Descriptions" of the P&U Agreement is hereby deleted and replaced with **Exhibit A** attached hereto and made a part hereof consisting of a Fee Simple Tract, hereinafter referred to as the "Port Property," and Seven (7) Temporary Construction Easements, hereinafter referred to as the "TCE Property;" the Port Property and the TCE Property, collectively, hereinafter referred to as the "Property".
- 2) Section 2 of the P&U Agreement is hereby deleted and replaced with the following:
  2. The Port as fee owner of the Port Property, has full right and authority to enter into this Agreement and sell, transfer and convey title of the Port Property and is entitled to receive the State's offer for (i) the purchase of

**POSSESSION AND USE AGREEMENT**

the 87,159 square feet of fee rights to the Port Property; (ii) the contributory value of asphalt paving and chain link fencing in the Port Property; and (iii) for parking lot reconfiguration and re-striping damages to the remainder property.

3) Section 3 of the P&U Agreement is hereby deleted and replaced with the following:

3. TTI as Lessee of the TCE Property has full control of the TCE Property and is entitled to receive the State's offer for the purchase of temporary construction easement rights to the TCE Property, including payment for removal and reinstallation of three security cameras. TTI waives its rights, if any, that it may have to receive any portion of the State's offer for the Port Property.

4) Section 4 of the P&U Agreement is hereby deleted and replaced with the following:

4. The State will issue a warrant in the amount of \$5,760,900.00 to the Port and a warrant in the amount of \$1,237,800.00 to TTI, on July 31, 2009.

5) Except as expressly amended herein, all provisions of the P&U Agreement, shall remain in full force and effect.

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It is understood and agreed that delivery of this Agreement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by the Headquarters Real Estate Services Manager.

OWNER:

Port of Seattle, a Washington  
municipal corporation

X: \_\_\_\_\_  
By: Tay Yoshitani  
Its: Chief Executive Officer

TENANT:

Total Terminals International, LLC,  
a Delaware limited liability corporation

X: \_\_\_\_\_  
By: Rick Blackmore  
Its: General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant Attorney General

Accepted and Approved

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_  
Mike Palazzo, Headquarters  
Real Estate Services Manager

Date: \_\_\_\_\_

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STATE OF WASHINGTON )  
: ss  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Tay Yoshitani to me known to be the Chief Executive Officer of the Port of Seattle, a Washington municipal corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

GIVEN under my hand an official seal the day and year last above written.

Notary Seal

\_\_\_\_\_  
Notary (print name)\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Appointment expires \_\_\_\_\_

**POSSESSION AND USE AGREEMENT**

STATE OF WASHINGTON )  
 : ss  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Rick Blackmore to me known to be the General Manager of Total Terminals International, LLC, a Delaware limited liability corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

GIVEN under my hand an official seal the day and year last above written.

Notary Seal

\_\_\_\_\_  
Notary (print name) \_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Appointment expires \_\_\_\_\_

**POSSESSION AND USE AGREEMENT**

**EXHIBIT A**

**PROPERTY TO BE ACQUIRED IN FEE SIMPLE**

All that portion of the hereinafter described Parcel G lying easterly of the following described line:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 171+46.23 on the SR 99 line survey of SR 99, S. Atlantic St. Vic. to S. Dearborn St. and 69.91 feet northwesterly therefrom;

Thence northwesterly to a point opposite HES 171+72.50 on said line survey and 102.27 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 172+55.94 on said line survey and 107.61 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 172+82.31 on said line survey and 92.77 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 173+64.42 on said line survey and 101.47 feet northwesterly therefrom;

Thence northeasterly, to a point opposite HES 173+72.22 on said line survey and 102.30 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 173+94.82 on said line survey and 101.76 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 176+24.24 on said line survey and 96.28 feet northwesterly therefrom;

Thence northeasterly, to a point opposite HES 176+51.56 on said line survey and 90.23 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 176+96.64 on said line survey and 90.22 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 177+16 on said line survey and 83 feet northwesterly therefrom;

Thence northerly to a point opposite HES 177+27.46 on said line survey and 86.56 feet northwesterly therefrom;

Thence northeasterly, to a point opposite HES 177+47.48, on said line survey and 76 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 177+80.61 on said line survey and 86.28 feet northwesterly therefrom;

Thence northerly to a point opposite HES 177+95.24 on said line survey and 90.82 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 178+35 on said line survey and 81.85 feet northwesterly therefrom;

**POSSESSION AND USE AGREEMENT****EXHIBIT A  
(continued)**

Thence northeasterly to a point opposite HES 179+07.32 on said line survey and 65.56 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 180+20.82 on said line survey and 69.24 feet northwesterly therefrom;

Thence northerly to a point opposite HES 180+37.39 on said line survey and 71.44 feet westerly therefrom;

Thence northerly to a point opposite HES 180+52.39 on said line survey and 73.44 feet northwesterly therefrom;

Thence northerly, to a point opposite HES 182+19.08 on said line survey and 95.61 feet northwesterly therefrom;

Thence northerly to a point opposite HES 184+49.82 on said line survey and 93.18 feet northwesterly therefrom;

Thence northerly to a point opposite HES 186+49.82 on said line survey and 87.84 feet westerly therefrom;

Thence northerly to a point opposite HES 189+67 on said line survey and 89.33 feet westerly therefrom;

Thence northerly to a point opposite HES 192+00 on said line survey and 82.66 feet westerly therefrom;

Thence northerly, to a point opposite HES 192+80.62 on the SR 99 line survey of SR 99, S. Dearborn St. to Pine St. and 80.36 feet westerly therefrom;

Thence northerly, to a point opposite HES 193+80.68 on said line survey and 78.42 feet westerly therefrom;

Thence northerly to a point opposite HES 199+83± on said line survey and 83.21 feet westerly therefrom; said point being on the southerly boundary of a tract of land conveyed in deed recorded under King County Recording Number 6437099;

Thence easterly along said southerly boundary to a point opposite said HES and 55 feet westerly therefrom, said point also being the southeasterly corner of that tract of land conveyed in deed under King County Recording No. 6437099;

Thence northerly, parallel with said line survey, to a point opposite HES 202+30 thereon and the end of this line description.

The lands herein described contain an area of 87,159 square feet, more or less, the specific details concerning all of which are to be found on sheets 2-5, inclusive of that certain plan entitled SR 99, S. Atlantic St. Vic. to S. Dearborn St., bearing date of approval August 21, 2008, revised May 14, 2009 as to Sheets 2, 3, 4 and 5 AND on sheets 2-5, inclusive of that plan entitled S. SR 99, Dearborn St. to Pine St. bearing date of approval February 17, 2006, revised August 21, 2008 as to sheets 3 and 4, revised May 14, 2009 as to sheets 2 and 5 all now of record and on file in the office of the Secretary of Transportation at Olympia.



**POSSESSION AND USE AGREEMENT**

**EXHIBIT A  
(continued)**

**PROPERTY RIGHTS TO BE ACQUIRED IN TEMPORARY EASEMENTS**

**Temporary Construction Easement #1**

A six (6) month temporary construction easement for the purpose of construction staging and construction of a temporary electrical duct-bank; between August 1, 2009 (Commencement Date) and January 31, 2010 (Termination Date);

**AND,**

A six (6) month temporary construction easement to construct a driveway entrance, install a water service line, overhead lighting, conduit, fencing, drainage, curb, stripping, paving, roadway construction, and construction staging and overhead lighting ; between March 1, 2010 (Commencement Date) and September 1, 2013 (Termination Date); described as follows:

A tract of land lying within the hereinafter described Parcel G described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 171+66± on the SR 99 line survey of SR 99, S. Atlantic St. Vic. to S. Dearborn St. and 122.62 feet northwesterly therefrom,

Thence northwesterly to a point opposite HES 172+14.90 on said line survey and 222.76 feet northwesterly therefrom;

Thence northwesterly to a point opposite HES 172+30.91 on said line survey and 230.84 feet northwesterly therefrom;

Thence westerly to a point opposite HES 172+12.88 on said line survey and 266.55 feet northwesterly therefrom;

Thence northerly to a point opposite HES 172+57.51 on said line survey and 289.09 feet northwesterly therefrom;

Thence easterly to a point opposite HES 172+75.54 on said line survey and 253.38 feet northwesterly therefrom;

Thence northerly to a point opposite HES 173+97.57 on said line survey and 315 feet westerly therefrom;

Thence northerly, parallel with said line survey, to a point opposite HES 174+39.96 thereon;

Thence southeasterly to a point opposite said HES and 305 feet westerly therefrom;

**POSSESSION AND USE AGREEMENT**

**EXHIBIT A  
(continued)**

Thence northeasterly, parallel with said line survey, to a point opposite HES 174+89.96 thereon;  
Thence southeasterly to point opposite said HES and 275 feet westerly therefrom;  
Thence southwesterly, parallel with said line survey, to a point opposite HES 174+39.96 thereon;  
Thence southeasterly to a point opposite said HES and 115 feet westerly therefrom;  
Thence southwesterly to a point opposite HES 171+70± on said line survey and 110.98 feet northwesterly therefrom, said point being on the south boundary of said Parcel G;  
Thence westerly along said parcel boundary to the point of beginning.

The lands herein described contain an area of 43,177 square feet, more or less, the specific details concerning all of which are to be found on sheets 2 and 3 of that certain plan entitled SR 99, S. Atlantic St. Vic. To S. Dearborn St., now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval August 21, 2008, revised May 14, 2009.

**POSSESSION AND USE AGREEMENT**

**EXHIBIT A  
(continued)**

**Temporary Construction Easement #2**

A forty-nine (49) month temporary construction easement to construct, maintain, operate, and remove an electrical line, and install lighting and lighting conduit; between August 1, 2009 (Commencement Date) and September 1, 2013 (Termination Date); described as follows:

A tract of land lying within the hereinafter described Parcel G described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 173+64.42 on the SR 99 line survey of SR 99, S. Atlantic St. Vic. to S. Dearborn St. and 101.47 feet northwesterly therefrom;

Thence northwesterly to a point opposite HES 174+31.62 on said line survey and 161.29 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 174+36.74 on said line survey and 161.23 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 174+39.96 on said line survey and 161.21 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 177+15.44 on said line survey and 159.65 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 178+97.19 on said line survey and 74.95 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 180+37.39 on said line survey and 71.44 feet northwesterly therefrom;

Thence southerly to a point opposite HES 180+20.82 on said line survey and 69.24 feet northwesterly therefrom;

Thence southwesterly to a point opposite HES 179+07.32 on said line survey and 65.56 feet northwesterly therefrom;

Thence southwesterly to a point opposite HES 178+35 on said line survey and 81.85 feet northwesterly therefrom;

Thence southwesterly to a point opposite HES 177+36.08 on said line survey and 127.97 feet northwesterly therefrom;

Thence southerly to a point opposite HES 177+16± on said line survey and 121.88 feet northwesterly therefrom, said point being on the westerly boundary of a tract of land conveyed in deed recorded under King County Recording Number 6437098;

Thence westerly to a point opposite HES 177+10.94 on said line survey and 139.68 feet northwesterly therefrom;

**POSSESSION AND USE AGREEMENT**

**EXHIBIT A  
(continued)**

Thence southwesterly to a point opposite HES 175+67.97 on said line survey and 140.88 feet northwesterly therefrom;

Thence southwesterly to a point opposite HES 174+39.96 on said line survey and 141.95 feet northwesterly therefrom;

Thence southeasterly to a point opposite HES 173+94.82 on said line survey and 101.76 feet northwesterly therefrom;

Thence southwesterly to a point opposite HES 173+72.22 on said line survey and 102.30 feet northwesterly therefrom;

Thence southwesterly to the point of beginning.

The lands herein described contain an area of 11,494 square feet, more or less, the specific details concerning all of which are to be found on sheets 2-4, inclusive, of that certain plan entitled SR 99, S. Atlantic St. Vic. To S. Dearborn St. now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval August 21, 2008, revised May 14, 2009.

**POSSESSION AND USE AGREEMENT**

**EXHIBIT A  
(continued)**

**Temporary Construction Easement #3**

A six (6) month Temporary construction easement to construct and install an electrical line; between the dates of August 1, 2009 (Commencement Date) and January 31, 2010 (Termination Date);

**AND,**

A forty-two (42) month temporary construction easement to construct a replacement driveway entrance and install a water service line, drainage, curb, stripping, paving, roadway construction, and construction staging; between March 1, 2010 (Commencement Date) and September 1, 2013 (Termination Date); described as follows:

A tract of land lying within the hereinafter described Parcel G described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 171+70± on the SR 99 line survey of SR 99, S. Atlantic St. Vic. to S. Dearborn St. and 110.98 feet northwesterly therefrom, said point also being on the southerly line of said Parcel G; Thence northeasterly to a point opposite HES 174+39.96 on said line survey and 115 feet northwesterly therefrom; Thence northeasterly parallel with said line survey to a point opposite HES 177+06.08 thereon; Thence easterly to a point opposite HES 177+16 on said line survey and 83 feet northwesterly therefrom; Thence southerly to a point opposite HES 176+96.64 on said line survey and 90.22 feet northwesterly therefrom; Thence southwesterly to a point opposite HES 176+51.56 on said line survey and 90.23 feet westerly therefrom; Thence southwesterly to a point opposite HES 176+24.24 on said line survey and 96.28 feet northwesterly therefrom; Thence southwesterly to a point opposite HES 173+94.82 on said line survey and 101.76 feet northwesterly therefrom; Thence southwesterly to a point opposite HES 173+72.22 on said line survey and 102.30 feet northwesterly therefrom; Thence southwesterly to a point opposite HES 173+64.42 on said line survey and 101.47 feet northwesterly therefrom;

**POSSESSION AND USE AGREEMENT**

**EXHIBIT A  
(continued)**

Thence southerly to a point opposite HES 172+82.31 on said line survey and 92.77 feet northwesterly therefrom;

Thence southwesterly to a point opposite HES 172+55.94 on said line survey and 107.61 feet northwesterly therefrom;

Thence southerly to a point opposite HES 171+72.50 on said line survey and 102.27 feet northwesterly therefrom;

Thence westerly to the point of beginning.

The lands herein described contain an area of 8,599 square feet, more or less, the specific details concerning all of which are to be found on sheets 2 and 3 of that certain plan entitled SR 99, S. Atlantic St. Vic. To S. Dearborn St. now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval August 21, 2008, revised May 14, 2009.

**POSSESSION AND USE AGREEMENT**

**EXHIBIT A  
(continued)**

**Temporary Construction Easement #4**

A forty-two (42) month temporary construction easement for roadway construction and construction staging between March 1, 2010 (Commencement Date) and September 1, 2013 (Termination Date); described as follows:

A tract of land, lying within the hereinafter described Parcel G, described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 177+47.48 on the SR 99 line survey of SR 99, S. Atlantic St. Vic. to S. Dearborn St. and 76 feet northwesterly therefrom;

Thence westerly to a point opposite HES 177+44.24 on said line survey and 86.46 feet northwesterly therefrom;

Thence northerly to a point opposite HES 177+80.61 on said line survey and 86.28 feet northwesterly therefrom;

Thence southerly to the point of beginning.

The lands herein described contain an area of 190 square feet, more or less, the specific details concerning all of which are to be found on sheet 3 of that certain plan entitled SR 99, S. Atlantic St. Vic. to S. Dearborn St. now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval August 21, 2008, revised May 14, 2009.

**POSSESSION AND USE AGREEMENT**

**EXHIBIT A  
(continued)**

**Temporary Construction Easement #5**

A twelve (12) month temporary construction easement for the purpose of roadway construction and construction staging, bicycle and pedestrian way construction, fence installation, landscaping, removal of one traffic island, relocation of a utility pole, and installation of wiring for backflow preventors and related appurtenances; between March 1, 2010 (Commencement Date) and March 1, 2013 (Termination Date); described as follows:

A tract of land, lying within the hereinafter described Parcel G, described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 177+43± on the SR 99 line survey of SR 99, S. Atlantic St. Vic. to S. Dearborn St. and 91.30 feet northwesterly therefrom; said point being on the southerly boundary of said Parcel G; Thence northerly to a point opposite HES 177+92.82 on said line survey and 106.82 feet northwesterly therefrom;  
Thence northeasterly to a point opposite HES 179+47.36 on said line survey and 106.84 feet northwesterly therefrom;  
Thence northeasterly to a point opposite HES 180+44.45 on said line survey and 106.62 feet northwesterly therefrom;  
Thence northeasterly to a point opposite HES 181+99.97 on said line survey and 107.19 feet northwesterly therefrom;  
Thence northerly to a point opposite HES 182+16.79 on said line survey and 109.43 feet northwesterly therefrom;  
Thence northerly to a point opposite HES 184+50.35 on said line survey and 107.17 feet westerly therefrom;  
Thence northerly to a point opposite HES 185+36.73 on said line survey and 104.86 feet westerly therefrom;  
Thence easterly to a point opposite HES 185+36.50 on said line survey and 96.32 feet westerly therefrom;  
Thence northerly to a point opposite HES 186+06.69 on said line survey and 96.43 feet westerly therefrom;  
Thence northerly to a point opposite HES 186+68.70 on said line survey and 96.21 feet westerly therefrom;  
Thence northerly to a point opposite HES 188+04.37 on said line survey and 95.70 feet westerly therefrom;  
Thence westerly to a point opposite HES 188+04.33 on said line survey and 102.57 feet westerly therefrom;



**POSSESSION AND USE AGREEMENT**

**EXHIBIT A  
(continued)**

Thence northerly to a point opposite HES 189+67 on said line survey and 103.33 feet westerly therefrom;

Thence northerly to a point opposite HES 192+00 on the SR 99 line survey of SR 99, S. Dearborn St. to Pine St. and 96.66 feet westerly therefrom,

Thence northerly to a point opposite HES 192+80.95 on said line survey and 94.35 feet westerly therefrom;

Thence northerly to a point opposite HES 193+10.32 on said line survey and 93.78 feet westerly therefrom;

Thence northwesterly to a point opposite HES 193+24.85 on said line survey and 113.50 feet westerly therefrom;

Thence northerly to a point opposite HES 193+81 on said line survey and 112.42 feet westerly therefrom;

Thence northerly to a point opposite HES 194+22.36 on said line survey and 112.75 feet westerly therefrom;

Thence easterly to a point opposite HES 194+22.35 on said line survey and 92.75 feet westerly therefrom;

Thence northerly to a point opposite HES 199+16.88 on said line survey and 96.71 feet westerly therefrom;

Thence northeasterly to a point opposite HES 199+83+/- on said line survey and 83.76 feet westerly therefrom, said point being on the southerly boundary of a tract of land described in deed recorded under King County Recording No. 6437099;

Thence easterly, along said southerly boundary, to a point opposite said HES and 83.21 feet westerly therefrom;

Thence southerly to a point opposite HES 193+80.68 on said line survey and 78.42 feet westerly therefrom;

Thence southerly to a point opposite HES 192+80.62 on said line survey and 80.36 feet westerly therefrom;

Thence southerly to a point opposite HES 189+67 on the SR 99 line survey of SR 99, S. Atlantic St. Vic. to S. Dearborn St. and 89.33 feet westerly therefrom,

Thence southerly to a point opposite HES 186+49.82 on said line survey and 87.84 feet westerly therefrom;

Thence southerly to a point opposite HES 184+49.82 on said line survey and 93.18 feet westerly therefrom;

Thence southerly to a point opposite HES 182+19.08 on said line survey and 95.61 feet northwesterly therefrom;

Thence southerly to a point opposite HES 180+52.39 on said line survey and 73.44 feet northwesterly therefrom;

**POSSESSION AND USE AGREEMENT**

**EXHIBIT A  
(continued)**

Thence southerly to a point opposite HES 180+37.39 on said line survey and 71.44 feet northwesterly therefrom;  
Thence southerly to a point opposite HES 180+20.82 on said line survey and 69.24 feet northwesterly therefrom;  
Thence southwesterly to a point opposite HES 179+07.32 on said line survey and 65.56 feet northwesterly therefrom;  
Thence southwesterly to a point opposite HES 178+35 on said line survey and 81.85 feet northwesterly therefrom;  
Thence southwesterly to a point opposite HES 177+95.24 on said line survey and 90.82 feet northwesterly therefrom;  
Thence southerly to a point opposite HES 177+80.61 on said line survey and 86.28 feet northwesterly therefrom;  
Thence southwesterly to a point opposite HES 177+44.24 on said line survey and 86.46 feet northwesterly therefrom;  
Thence westerly to the point of beginning.

The lands herein described contain an area of 37,340 square feet, more or less, the specific details concerning all of which are to be found on sheets 3-5, inclusive of that certain plan entitled SR 99, S. Atlantic St. Vic. To S. Dearborn St., bearing date of approval August 21, 2008, revised May 14, 2009 as to sheets 3, 4 and 5 AND on sheets 2-5, inclusive of that plan entitle SR 99, S. Dearborn St. to Pine St. bearing date of approval February 17, 2006, revised August 21, 2008 as to sheets 3 and 4, revised May 14, 2009 as to sheets 2 and 5 all now of record and on file in the office of the Secretary of Transportation at Olympia.

**POSSESSION AND USE AGREEMENT**

**EXHIBIT A  
(continued)**

**Temporary Construction Easement #6**

A one (1) month temporary construction easement for construction staging and to install poles and string wire for electric line; between August 1, 2009 (Commencement Date) and January 31, 2010 (Termination Date);

**AND,**

A twenty-four (24) month temporary construction easement for construction staging, to remove electrical poles and wire, and to construct overhead area lights and lighting conduits; between March 1, 2010 (Commencement Date) and September 1, 2013 (Termination Date); described as follows:

A tract of land, lying within the hereinafter described Parcel G, described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 174+39.96 on the SR 99 line survey of SR 99, S. Atlantic St. Vic. to S. Dearborn St. and 176.21 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 177+18.81 on said line survey and 174.63 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 179+00.69 on said line survey and 89.86 feet northwesterly therefrom;

Thence northerly to a point opposite HES 180+37.77 on said line survey and 86.44 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 180+52.39 on said line survey and 73.44 feet northwesterly therefrom;

Thence southerly to a point opposite HES 180+37.39 on said line survey and 71.44 feet northwesterly therefrom;

Thence southwesterly to a point opposite HES 178+97.19 on said line survey and 74.95 feet northwesterly therefrom;

Thence southwesterly to a point opposite HES 177+15.44 on said line survey and 159.65 feet northwesterly therefrom;

Thence southerly to a point opposite HES 174+39.96 on said line survey and 161.21 feet northwesterly therefrom;

Thence westerly to the point of beginning.

**POSSESSION AND USE AGREEMENT**

**EXHIBIT A  
(continued)**

The lands herein described contain an area of 9,359 square feet, more or less, the specific details concerning all of which are to be found on sheets 3 and 4 of that certain plan entitled SR 99, S. Atlantic St. Vic. to S. Dearborn St. now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval August 21, 2008, revised May 14, 2009.

**POSSESSION AND USE AGREEMENT**

**EXHIBIT A  
(continued)**

**Temporary Construction Easement #7**

A forty-two (42) month temporary construction easement for construction staging; between March 1, 2010 (Commencement Date) and September 1, 2013 (Termination Date); described as follows:

A tract of land, lying within the hereinafter described Parcel G, described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 174+39.96 on the SR 99 line survey of SR 99, S. Atlantic St. Vic. to S. Dearborn St. and 141.95 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 175+67.97 on said line survey and 140.88 feet northwesterly therefrom;

Thence southeasterly to a point opposite said HES and 115 feet westerly therefrom;

Thence southerly, parallel with said line survey to a point opposite HES 174+39.96 thereon;

Thence westerly to the point of beginning;

The lands herein described contain an area of 3,381 square feet, more or less, the specific details concerning all of which are to be found on sheet 3 of that certain plan entitled SR 99, S. Atlantic St. Vic. to S. Dearborn St. now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval August 21, 2008, revised May 14, 2009.

**PARCEL G**

Lots 1 through 18, inclusive, Block 367, Lots 1 through 19, inclusive, Block 368, and Lots 1 through 9, inclusive, Block 369, Seattle Tide Lands, as shown on the official maps on file in the Office of the Commissioner of Public Lands at Olympia, Washington;

TOGETHER WITH that portion of South Jackson Street adjoining, vacated by Ordinance Number 92426 of the City of Seattle, and attaching thereto by operation of law;

AND TOGETHER WITH that portion of South Dearborn Street as vacated in City of Seattle Ordinance Number 9122;

**POSSESSION AND USE AGREEMENT**

**EXHIBIT A  
(continued)**

AND TOGETHER WITH that portion of vacated South Connecticut Street as vacated by Ordinances 72934 and 100285 as recorded under Recording Number 7110060503, which attaches by operation of law;

AND TOGETHER WITH that portion of vacated Mill Street which attaches by operation of law and was vacated by Ordinance 37911;

AND TOGETHER WITH all that portion lying within Black's Replat of Portions of Lots 18 and 19, Block 368, Seattle Tide Lands, according to the plat thereof recorded in Volume 11 of Plats, page 10, in King County, Washington;

AND TOGETHER WITH that portion of vacated South Connecticut Street as vacated by Ordinances 72934 and 100285 as recorded under Recording Number 7110060503, which attaches by operation of law;

EXCEPTING THEREFROM that portion of Lot 4 and 5, Block 367, conveyed to the municipality of Metropolitan Seattle, a municipal corporation, by Quit Claim Deed recorded under Recording Number 6437099 and subsequently conveyed to King County by Recording Number 9312282785.

AND EXCEPTING THEREFROM that portion of Lot 1, Block 369 described as follows:

Beginning on the north line of said Lot 1 at a point distant 75 feet westerly along said north line from the northeast corner of said Lot 1;

Thence southerly at right angles to said north line a distance of 28 feet;

Thence easterly at right angles to said last described line a distance of 37 feet;

Thence northeasterly at right angles to said last-described line a distance of 12 feet;

Thence northeasterly a distance of 22.62 feet to an intersection with the north line of said Lot 1 at a point distant 22 feet westerly from the northeast corner of said Lot 1;

Thence westerly along said north line to a point of beginning.