

Item No. 6a attach

Date of Meeting: February 28, 2012

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P. O. Box 47338
Olympia, WA 98504-7338

Document Title: Possession and Use Agreement

Grantor(s): Port of Seattle; Total Terminals International, LLC

Grantee(s): State of Washington, Department of Transportation

Legal Description: Ptn Lots 1-18, Blk 367, Lots 1-19, Blk 368, Lots 1-9, Blk 369, Seattle Tide Lands; ptn Lots 1-7, Black's Replat of Portions of Lots 18 & 19, Block 368, Seattle Tide Lands, Vol. 11 of Plats, page 10

Additional Legal Description is on Pages 8-18 of Document.

Assessor's Tax Parcel Number: 766620-7695-01, 766620-7750-03 & 766620-0005-07

POSSESSION AND USE AGREEMENT

State Route 99, S. Atlantic St. Vic. to S. Dearborn St.

This AGREEMENT is made and entered into by and between the **State of Washington, acting by and through its Department of Transportation**, hereinafter referred to as the "State", and Port of Seattle, a Washington municipal corporation, hereinafter referred to as the "Port", and Total Terminals International, LLC a Delaware limited liability company, hereinafter referred to as "TTI", the State, the Port and TTI, hereinafter referred to as the "Parties":

WITNESSETH

WHEREAS, the Port presently owns real property 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, TTI is the Lessee and the Port is the Lessor under that certain lease agreement dated March 26, 1991, as amended;

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AND WHEREAS, TTI leases all of the real property needed by the State;

AND WHEREAS, the interests to be conveyed to the State consist of a Fee Simple Tract, hereinafter referred to as the “Port Property”, an Airspace Corridor, hereinafter referred to as “Airspace Property”, and four (4) Temporary Construction Easements, hereinafter referred to as the “TCE Property”; the Port Property, the Airspace Property, and the TCE Property, collectively, hereinafter referred to as the “Property” is described in **Exhibit A** attached hereto, which is incorporated herein by reference;

AND WHEREAS, the State affirms that the Property described herein is required by the State for immediate construction of the Project;

AND WHEREAS, the Parties agree that the proposed Project is a public use of the State of Washington;

AND WHEREAS, any interest in the Property being acquired by the State is under the imminent threat of the State’s exercise of its rights of Eminent Domain;

AND WHEREAS, the State affirms that any delay in its construction program is contrary to the public interest;

AND WHEREAS, the State has made a firm and continuing offer to pay the amount of EIGHT HUNDRED FIFTY FIVE THOUSAND THREE HUNDRED and NO/100 DOLLARS (\$855,300.00) for the purchase of the following described real property and property rights situated in King County, in the State of Washington:

For legal description and additional conditions,
see Exhibit A attached hereto and made a part hereof.

AND WHEREAS, the Port and TTI require additional time to evaluate said offer and/or to resolve any questions concerning just compensation of the various real property interests required by the State, including a possible land exchange;

AND WHEREAS, the Port and the State require additional time to resolve any questions

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concerning payment related to a possible land exchange and donation of certain property and/or property rights to the State by the Port;

NOW THEREFORE, for and in consideration of the payments set forth in this Agreement and under the imminent threat of the State's exercise of its rights of Eminent Domain, the Port and TTI hereby grants to the State a right to possess and use the above-described real estate and the Parties further agree that:

1. The Property is necessary for a public use of the State of Washington.
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 the 4,854 square feet of fee rights to the Port Property and the 2,598 square feet of airspace corridor to the Port Property.
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. TTI waives any rights, if any, that it may have to receive any portion of the State's offer for the Port Property.
4. The State will issue a warrant in the amount of \$289,000.00 to the Port and a warrant in the amount of \$366,300.00 to TTI, in consideration for executing this Agreement, by no later than March 2, 2012.
5. The consideration paid to the Port is reduced by \$200,000 for the Port's donation of a portion of Port Property and Airspace Property in recognition of roadway bridge design improvements requested by the Port and provided by the State. The Port's donation of \$200,000.00 to the State is made voluntarily and with full knowledge of the Port's entitlement to receive just compensation therefore.

Furthermore, the parties are discussing the possibility of the Port accepting surplus property to offset/reduce the overall compensation to the Port. As part of the agreed upon settlement amount the State agrees to pursue, in good faith, and as requested by the Port, the surplus of the State-owned tract of land described in **Exhibit B**.

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6. The date of valuation for the determination of just compensation shall be March 2, 2012.
7. Interest as authorized by RCW 8.04.092, shall be calculated on the difference between the dollar amount of the State's offer and the final settlement amount from March 2, 2012.
8. Execution of this Agreement by the undersigned parties shall not prejudice such parties' rights to subsequent adjudication of just compensation pursuant to state law, and neither shall this Agreement, nor the basis therefore, be construed as an admission of fair market value or just compensation by any of the parties named herein.
9. If it becomes necessary for the State to institute condemnation proceedings, the Port and TTI have no objection to the State entering an Order Adjudicating Public Use, as provided by RCW 8.04.070, and agree that this instrument shall be treated as having the same legal effect as an Order for Immediate Possession provided by RCW 8.04.090, et seq., which, by this reference, are incorporated herein as if fully set forth.
10. The Temporary Construction Easements are for the limited purpose and duration of the construction project as set forth in Exhibit A to this Agreement, and that upon the dates of expiration, the State shall have no further rights to or interest in the Temporary Construction Easements created by this Agreement
11. The Port and TTI hereby waive the requirement of a written notice to move, as provided by RCW 8.26.180, and will surrender possession of the above described real estate to the State not later than date of receipt of payment.

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, by and through its Department of Transportation, by its authorized agent.

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Dated _____, 2012

OWNER:

PORT OF SEATTLE,
a Washington municipal corporation

By: _____
Tay Yoshitani, Chief Executive Officer

LESSEE:

TOTAL TERMINALS INTERNATIONAL, LLC
a Delaware limited liability company

By: _____
K.W. Jeong, Chairman of the Board

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____
James M. Salter, Mega Projects
Real Estate Services Manager,
Authorized Agent

Date: _____

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EXHIBIT A

Rights to be acquired in fee:

All that portion of the following described TRACT "X" lying southeasterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 172+55.94 on the SR 99 line survey of SR 99, S. Atlantic St. Vic. to S. Dearborn St. and 107.61 feet northwesterly therefrom; thence northeasterly to a point opposite HES 172+71.01 on said line survey and 99.13 feet northwesterly therefrom; thence northwesterly to a point opposite HES 172+79.45 on said line survey and 110.05 feet northwesterly therefrom; thence northerly along the arc of a curve to the right having a radius of 46 feet for a distance of 53.25 feet, to a point opposite HES 173+26.99 thereon and 126.55 feet northwesterly therefrom; thence northeasterly to a point opposite HES 173+50.21 on said line survey and 120.76 feet northwesterly therefrom; thence northeasterly to a point opposite HES 174+19.25 on said line survey and 103.53 feet northwesterly therefrom; thence northeasterly to a point opposite HES 174+44.79 on said line survey and 100.85 feet northwesterly therefrom; thence northeasterly to a point opposite HES 175+32 on said line survey and 103.95 feet northwesterly therefrom; thence northeasterly to a point opposite HES 175+92.16 on said line survey and 97.05 feet northwesterly therefrom; thence northeasterly to a point opposite HES 176+22.14 on said line survey and 96.33 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 177+15± on said line survey and 86.63 feet northwesterly therefrom, said point being on the easterly line of the hereinafter described TRACT "X"; 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+39.68 on said line survey and 80.12 feet northwesterly therefrom; thence northeasterly to a point opposite HES 177+46± on said line survey and 79.34 feet northwesterly therefrom, said point being on the boundary line of the hereinafter described TRACT "X"; thence northeasterly to a point opposite HES 177+55± on said line survey and 78.36 feet northwesterly therefrom, said point being on the easterly line of the hereinafter described TRACT "X"; thence northeasterly to a point opposite HES 177+77.18 on said line survey and 75.82 feet northwesterly therefrom; thence northwesterly to a point opposite HES 177+78± on said line survey and 85.57 feet northwesterly therefrom, said point being on the easterly line of the hereinafter described TRACT "X"; thence northwesterly to a point opposite HES 177+78.46 on said line survey and 87.04 feet northwesterly therefrom; thence northeasterly to a point opposite HES

POSSESSION AND USE AGREEMENT

EXHIBIT A

(continued)

177+82± on said line survey and 86.65 feet northwesterly therefrom, said point being on the easterly line of the hereinafter described TRACT "X"; thence northeasterly to a point opposite HES 177+93.86 on said line survey and 85.27 feet northwesterly therefrom; thence southeasterly to a point opposite HES 177+92.61 on said line survey and 74.38 feet northwesterly therefrom; thence northeasterly to a point opposite HES 178+79± on said line survey and 71.92 feet northwesterly therefrom, said point being on the easterly line of the hereinafter described TRACT "X"; thence northeasterly to a point opposite HES 178+81.95 on said line survey and 71.87 feet northwesterly therefrom; thence northwesterly to a point opposite HES 178+82.12 on said line survey and 83.21 feet northwesterly therefrom; thence northeasterly to a point opposite HES 178+97.62 on said line survey and 82.98 feet northwesterly therefrom; thence southeasterly to a point opposite HES 178+97.45 on said line survey and 71.78 feet northwesterly therefrom; thence northeasterly to a point opposite HES 179+63.96 on said line survey and 74.09 feet northwesterly therefrom; thence northeasterly to a point opposite HES 181+49.61 on said line survey and 86.75 feet northwesterly therefrom; thence northeasterly along the arc of a curve to the left having a radius of 999.76 feet for a distance of 151.07 feet to a point opposite HES 183+31.02 on said line survey and 102.67 feet northwesterly therefrom; thence northeasterly to a point opposite HES 184+49.82 on said line survey and 93.18 feet westerly therefrom, and the end of this line description.

Rights to be acquired in fee- airspace corridor:

All airspace corridor rights restricted to a sloping plane and above, beginning at Highway Engineer's Station (hereinafter referred to as HES) 177+13.79, N.A.V.D. 1988 elevation 26.50 feet and ending at HES 179+91.30, N.A.V.D. 1988 elevation 33.50 feet, for that area described as follows:

All that portion of the following described TRACT "X" lying southeasterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 177+14± on the SR 99 line survey of SR 99, S. Atlantic St. Vic. to S. Dearborn St. and 90.11 feet northwesterly therefrom, said point being on the boundary line of the hereinafter described TRACT "X"; thence northeasterly to a point opposite HES 177+42± on said line survey and 92.78 feet northwesterly therefrom, said point being on the boundary line of the hereinafter described TRACT "X"; thence northeasterly to a point opposite HES 178+37.02 on said line survey and 93.22 feet northwesterly therefrom; thence northeasterly

POSSESSION AND USE AGREEMENT

EXHIBIT A

(continued)

to a point opposite HES 178+97.73 on said line survey and 89.98 feet northwesterly therefrom; thence northeasterly to a point opposite HES 179+71.04 on said line survey and 81.56 feet northwesterly therefrom; thence northeasterly to a point opposite HES 179+91.30 on said line survey and 75.95 feet northwesterly therefrom, and the end of this line description.

Rights to be acquired in temporary easement:

Easement-Area 8

An eighteen (18) month temporary construction easement for the purpose of project construction staging and construction of a temporary bike path, between July 1, 2012 and December 31, 2013, described as follows:

All that portion of the hereinafter described TRACT "X" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 173+50.21 on the SR 99 line survey of SR 99, S. Atlantic St. Vic. to S. Dearborn St. and 120.76 feet northwesterly therefrom; thence northwesterly to a point opposite HES 174+42.91 on said line survey and 160.16 feet northwesterly therefrom; thence northeasterly to a point opposite HES 176+05.65 on said line survey and 159.72 feet northwesterly therefrom; thence northeasterly to a point opposite HES 177+07.44 on said line survey and 157.78 feet northwesterly therefrom; thence northeasterly to a point opposite HES 179+12.86 on said line survey and 153.28 feet northwesterly therefrom; thence northeasterly to a point opposite HES 180+99.33 on said line survey and 149.24 feet northwesterly therefrom; thence northeasterly to a point opposite HES 182+65.86 on said line survey and 113.05 feet northwesterly therefrom; thence northeasterly to a point opposite HES 183+18± on said line survey and 107.10 feet westerly therefrom, said point being on the easterly line of the hereinafter described TRACT "X"; thence southwesterly to a point opposite HES 182+19.08 on said line survey and 95.61 feet northwesterly therefrom; thence southwesterly to a point opposite HES 181+56± on said line survey and 87.19 feet northwesterly therefrom, said point being on the easterly line of the hereinafter described TRACT "X"; thence southwesterly along the arc of a curve to the right having a radius of 999.76 feet a distance of 6.16 feet, to a point opposite HES 181+49.61 on said line survey and 86.75 feet northwesterly therefrom; thence southwesterly to a point

POSSESSION AND USE AGREEMENT

EXHIBIT A

(continued)

opposite HES 179+91.30 on said line survey and 75.95 feet northwesterly therefrom; thence southwesterly to a point opposite HES 179+63.96 on said line survey and 74.09 feet northwesterly therefrom; thence southwesterly to a point opposite HES 178+97.45 on said line survey and 71.78 feet northwesterly therefrom; thence northwesterly to a point opposite HES 178+97.62 on said line survey and 82.98 feet northwesterly therefrom; thence southwesterly to a point opposite HES 178+82.12 on said line survey and 83.21 feet northwesterly therefrom; thence southeasterly to a point opposite HES 178+81.95 on said line survey and 71.87 feet northwesterly therefrom; thence southwesterly to a point opposite HES 178+79± on said line survey and 71.92 feet northwesterly therefrom, said point being on the easterly line of the hereinafter described TRACT "X"; 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± on said line survey and 90.82 feet northwesterly therefrom, said point being on the easterly line of the hereinafter described TRACT "X"; thence southerly along said easterly line to a point opposite HES 177+82± on said line survey and 86.65 feet northwesterly therefrom; thence southwesterly to a point opposite HES 177+78.46 on said line survey and 87.04 feet northwesterly therefrom; thence southeasterly to a point opposite HES 177+78± on said line survey and 85.57 feet northwesterly therefrom, said point being on the easterly line of the hereinafter described TRACT "X"; thence southerly along said easterly line to a point opposite HES 177+55± on said line survey and 78.36 feet northwesterly therefrom, said point being on the easterly line of the hereinafter described TRACT "X"; thence southwesterly to a point opposite HES 177+46± on said line survey and 79.34 feet northwesterly therefrom, said point being on the boundary line of the hereinafter described TRACT "X"; thence westerly along said boundary line to a point opposite HES 177+32± on said line survey and 126.57 feet northwesterly therefrom, said point being on the boundary line of the hereinafter described TRACT "X"; thence southerly along said boundary line to a point opposite HES 177+16± on said line survey and 121.88 feet northwesterly therefrom, said point being on the boundary line of the hereinafter described TRACT "X"; thence westerly to a point opposite HES 177+10.94 on said line survey and 139.68 feet northwesterly therefrom; thence southwesterly to a point opposite HES 176+22.86 on said line survey and 140.42 feet northwesterly therefrom; thence southeasterly to a point opposite HES 176+22.14 on said line survey and 96.33 feet northwesterly therefrom; thence southwesterly to a point opposite HES 175+92.16 on said line survey and 97.05 feet northwesterly therefrom; thence southwesterly to a point opposite HES 175+32 on said line survey and 103.95 feet northwesterly therefrom; thence southwesterly to a point opposite HES 174+44.79 on said line survey and 100.85 feet

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EXHIBIT A

(continued)

northwesterly therefrom; thence southwesterly to a point opposite HES 174+19.25 on said line survey and 103.53 feet northwesterly therefrom; thence southwesterly to the point of beginning.

Egress for large trucks. State will be allowed access to the remainder of TTI's property for up to six (6) nights for truck routing egress from Easement Area-8. State to provide three (3) days prior notice to TTI, and coordinate hours of use with TTI to avoid conflicts with terminal operations.

Relocation of fire lane adjacent to Easement-Area 8. Temporary striping for fire lane designation to be provided by State on the adjacent property of TTI. State to restore fire lane striping following use.

Easement-Area 9

A one month (1) month temporary construction easement for the purpose of moving a light standard, between July 1, 2012 and December 31, 2013, described as follows:

All that portion of the hereinafter described TRACT "X" lying within a tract of land 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 275 feet northwesterly therefrom; thence northwesterly to a point opposite said HES 174+39.96 on said line survey and 305 feet northwesterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 174+89.96 thereon; thence southeasterly to a point opposite said HES 174+89.96 on said line survey and 275 feet northwesterly therefrom; thence southwesterly to the point of beginning.

Easement-Area 10

An eighteen (18) month temporary construction easement for the purpose of moving a fence, installing a temporary security fence and replacing a light pole, between July 1, 2012 and December 31, 2013, described as follows:

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EXHIBIT A

(continued)

All that portion of the hereinafter described TRACT "X" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 183+18± on the SR 99 line survey of SR 99, S. Atlantic St. Vic. to S. Dearborn St. and 107.10 feet westerly therefrom, said point being on the easterly line of the hereinafter described TRACT "X"; thence southwesterly to a point opposite HES 182+65.86 on said line survey and 113.05 feet northwesterly therefrom; thence northerly to a point opposite HES 184+50.35 on said line survey and 101.17 feet westerly therefrom; thence northerly to a point opposite HES 186+00 on said line survey and 97.17 feet westerly therefrom; thence easterly to a point opposite said HES 186+00 thereon and 89.17 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 the point of beginning.

Easement-Area 11

A two (2) month temporary construction easement for the purpose of constructing a bike path and moving water lines, between July 1, 2012 and December 31, 2013, described as follows:

All that portion of the hereinafter described TRACT "X" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 172+55.94 on the SR 99 line survey of SR 99, S. Atlantic St. Vic. to S. Dearborn St. and 107.61 feet northwesterly therefrom; thence northwesterly to a point opposite HES 172+82.22 on said line survey and 138.72 feet northwesterly therefrom; thence northwesterly to a point opposite HES 173+05.64 on said line survey and 154.65 feet northwesterly therefrom; thence northeasterly to a point opposite HES 174+28.12 on said line survey and 153.87 feet northwesterly therefrom; thence southerly to a point opposite HES 173+50.21 on said line survey and 120.76 feet northwesterly therefrom; thence southwesterly to a point opposite HES 173+26.99 on said line survey and 126.55 feet northwesterly therefrom; thence southerly along the arc of a curve to the left having a radius of 46 feet for a distance of 53.25 feet, to a point opposite HES 172+79.45 on said line survey and 110.05 feet northwesterly therefrom; thence southeasterly to a point opposite HES 172+71.01 on said line survey and 99.13 feet northwesterly therefrom; thence southwesterly to the point of beginning.

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EXHIBIT B

Rights to be conveyed in fee-surplus property:

That portion of a tract of land conveyed to the State of Washington, Department of Transportation by Quit Claim Deed recorded on February 25, 2011, under Recording No. 20110225002548, records of King County, Washington, lying northwesterly of the following described line:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 175+32 on the SR 99 line survey of SR 99, S. Atlantic St. Vic. to S. Dearborn St. and 103.95 feet northwesterly therefrom; thence northeasterly to a point opposite HES 175+92.16 on said line survey and 97.05 feet northwesterly therefrom; thence northeasterly to a point opposite HES 176+22.14 on said line survey and 96.33 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 177+15± on said line survey and 86.63 feet northwesterly therefrom, said point being on the easterly line of the hereinafter described TRACT "X"; 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+39.68 on said line survey and 80.12 feet northwesterly therefrom; thence northeasterly to a point opposite HES 177+46± on said line survey and 79.34 feet northwesterly therefrom, said point being on the boundary line of the hereinafter described TRACT "X"; thence northeasterly to a point opposite HES 177+55± on said line survey and 78.36 feet northwesterly therefrom, said point being on the easterly line of the hereinafter described TRACT "X"; thence northeasterly to a point opposite HES 177+77.18 on said line survey and 75.82 feet northwesterly therefrom; thence northwesterly to a point opposite HES 177+78± on said line survey and 85.57 feet northwesterly therefrom, said point being on the easterly line of the hereinafter described TRACT "X"; thence northwesterly to a point opposite HES 177+78.46 on said line survey and 87.04 feet northwesterly therefrom; thence northeasterly to a point opposite HES 177+82± on said line survey and 86.65 feet northwesterly therefrom, said point being on the easterly line of the hereinafter described TRACT "X"; thence northeasterly to a point opposite HES 177+93.86 on said line survey and 85.27 feet northwesterly therefrom; thence southeasterly to a point opposite HES 177+92.61 on said line survey and 74.38 feet northwesterly therefrom; thence northeasterly to a point opposite HES 178+15.45 on said line survey and 72.89 feet northwesterly therefrom; thence northeasterly to a point opposite HES 178+79± on said line survey and 71.92 feet northwesterly therefrom, said point being on the easterly line of the hereinafter described TRACT "X"; thence northeasterly to a

POSSESSION AND USE AGREEMENT

EXHIBIT B

(continued)

point opposite HES 178+81.95 on said line survey and 71.87 feet northwesterly therefrom; thence northwesterly to a point opposite HES 178+82.12 on said line survey and 83.21 feet northwesterly therefrom; thence northeasterly to a point opposite HES 178+97.62 on said line survey and 82.98 feet northwesterly therefrom; thence southeasterly to a point opposite HES 178+97.45 on said line survey and 71.78 feet northwesterly therefrom; thence northeasterly to a point opposite HES 179+63.96 on said line survey and 74.09 feet northwesterly therefrom; thence northeasterly to a point opposite HES 181+49.61 on said line survey and 86.75 feet northwesterly therefrom; thence northeasterly along the arc of a curve to the left having a radius of 999.76 feet for a distance of 151.07 feet to a point opposite HES 183+31.02 on said line survey and 102.67 feet northwesterly therefrom; thence northeasterly to a point opposite HES 184+49.82 on said line survey and 93.18 feet westerly therefrom, and the end of this line description.

TRACT "X"

Parcel A

Lots 1 through 18, inclusive, Block 367, 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;

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 EXCEPT portion conveyed to the State of Washington, Department of Transportation by deed recorded under recording No. 20110225002548.

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TRACT "X"
(continued)

Parcel B

Lots 1 through 19, inclusive, Block 368, and Lots 1 through 9, Block 369, inclusive, 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 Dearborn Street as vacated in City of Seattle Ordinance Number 9122;

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;

EXCEPTING THEREFROM all of 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 EXCEPTING THEREFROM the following described tract:

That portion of Lot 17, Block 368, Seattle Tidelands, according to the official maps thereof on file in the office of the Commissioner of Public Lands in Olympia, Washington, described as follows:

Beginning at the northeast corner of Lot 7, Black's Replat of portions of Lots 18 and 19, Block 368, Seattle Tide Lands; thence north along the east line of said lot produced for a distance of 33.24 feet; thence west parallel to the north line of said Lot 7 for a distance of 60 feet; thence south along the west line of said Lot 7 for a distance of 33.24 feet to the northwest corner of said Lot 7; thence east along the north line of said Lot 7 for a distance of 60 feet to the point of beginning;

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

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TRACT "X" (continued)

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 the point of beginning;

AND EXCEPT portion conveyed to the State of Washington, Department of Transportation by deed recorded under Recording No. 20110225002548.

Parcel C

Lots 1 through 7, inclusive, 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;

TOGETHER WITH north half of vacated Connecticut Street adjoining as vacated by City of Seattle Ordinance Number 100285 which attached by operation of law;

TOGETHER WITH that portion of Lot 17, Block 368, Seattle Tide Lands, according to the official maps thereof on file in the office of the Commissioner of Public Lands in Olympia, Washington, described as follows:

Beginning at the northeast corner of Lot 7, Black's Replat of portions of Lots 18 and 19, Block 368, Seattle Tide Lands; thence north along the east line of said lot produced for a distance of 33.24 feet; thence west parallel to the north line of said Lot 7 for a distance of 60 feet; thence south along the west line of said Lot 7 produced for a distance of 33.24 feet to the northwest corner of said Lot 7; thence east along the north line of said Lot 7 for a distance of 60 feet to the point of beginning;

EXCEPT portion conveyed to the State of Washington, Department of Transportation by deed recorded under Recording No. 20110225002548.

POSSESSION AND USE AGREEMENT

The lands acquired herein described contain an area of 4,854 square feet, more or less, in fee, 2,598 square feet, more or less, in airspace corridor fee, 49,314 square feet, more or less, in temporary easement as to Easement-Area 8; 2,542 square feet, more or less, in temporary easement as to Easement-Area 9; 2,331 square feet, more or less, in temporary easement as to Easement-Area 10; and 3,676 square feet, more or less, in temporary easement as to Easement-Area 11, the specific details concerning all of which are to be found on sheets 2, 3, 4 and 5 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 January 12, 2012 as to sheets 2 and 3, revised December 29, 2011 as to sheets 4 and 5.

Grantor's Initials

