

**RESOLUTION NO. 3532**

**A RESOLUTION** of the Port Commission of the Port of Seattle authorizing a tri-party agreement between the Port, the State of Washington and The City of Seattle providing for the exchange of real property interests; amending Unit 20 (Terminal 115) of the Comprehensive Scheme of Harbor Improvements of the Port of Seattle, declaring certain real property surplus and no longer needed for port district purposes and authorizing its conveyance to the State of Washington; further amending Unit 20 to add certain real property conveyed to the Port of Seattle by the State of Washington; authorizing the Port of Seattle to enter into a permanent easement over property owned by the State of Washington; and further authorizing the grant of certain permanent easements over Port of Seattle property to the State of Washington for uses related to the First Avenue South Bridge.

**WHEREAS**, the voters of King County, pursuant to the provisions of enabling legislation adopted by the Legislature of the State of Washington, Chapter 92, Laws of 1911, RCW 53.04.010, authorized and approved at a special election held in King County on the 5th day of September 1911, the formation of a port district coextensive with King County to be known as the Port of Seattle ("Port"); and

**WHEREAS**, the Port was thereupon established as a port district and municipal corporation of the State of Washington; and

**WHEREAS**, the original Comprehensive Scheme of Harbor Improvements of the Port ("Comprehensive Scheme") was fixed in Resolution No. 17 of the Port of Seattle Commission and was ratified by the qualified electors of the Port at a special election held therein on March 5, 1912; and

**WHEREAS**, the State of Washington ("State") acquired certain real property in the vicinity of the Port's Terminal 115 for use in the State's First Avenue South Bridge Project ("Project") and some of that property is surplus to the Project and to the needs of the State; and

**WHEREAS**, pursuant to Chapter 39.33 RCW, the State has agreed to grant fee and easement rights to the Port for certain of said surplus property, in exchange for the Port's transfer of other fee and easement rights to the State pursuant to this Resolution; and

**WHEREAS**, an official public hearing was held November 23, 2004, after notice of such hearing was duly published as provided by law, the question as to whether said Unit 20 should be amended and modified to provide for certain portion thereof to be declared surplus to Port needs and transferred to the State; and

**WHEREAS**, the maps and other data regarding the property proposed for transfer to the State and the property proposed for transfer to the Port are on file at the Port offices; and

**WHEREAS**, the Port of Seattle Commission has heard from all persons desiring to speak at said public hearing with regard to the proposed amendment and modification to Unit 20, and the exchange of property with the State; and

**WHEREAS**, the members of the Port of Seattle Commission have discussed and considered the proposed amendment to Unit 20 of the Comprehensive Scheme and the exchange of property with the State in light of all comments by members of the public at the public hearing; and

**NOW, THEREFORE, BE IT RESOLVED** by the Port Commission of the Port of Seattle as follows:

**Section 1.** Port staff is authorized to enter into a tri-party agreement with the State and The City of Seattle providing for the exchange of real property interests to reflect actual control of the properties by the various entities. Said agreement shall be in substantially the same form as that attached hereto as Attachment 1. A copy of the executed agreement shall be attached hereto as Attachment 2.

**Section 2:** The real property legally described on attached Exhibits B, C, D and E (collectively “Surplus Property”), and which is part of Unit 20 of the Comprehensive Scheme is hereby declared surplus to Port needs and no longer needed for Port purposes. Port staff is authorized to take all necessary steps and execute all documents necessary to accomplish the conveyance of the Surplus Property to the State of Washington. The Surplus Property has the market value set forth below:

Parcel B:	\$255,360
Parcel C:	\$ 4,140
Parcel D:	\$ 24,500
Parcel E:	<u>\$ 95,125</u>
Total Surplus Property Value:	\$379,125

**Section 3:** Port staff is authorized to take all necessary steps and execute all documents necessary to accomplish the fee conveyance from the State to the Port of the real property legally described on attached Exhibits M and N (collectively “Exchange Property”). Upon conveyance of the Exchange Property to the Port, the Exchange Property shall become part of Unit 20 of the Port’s Comprehensive Scheme.

**Section 4.** Port staff is authorized to execute a permanent easement granting the Port use of the State’s real property legally described on attached Exhibit S.

**Section 5.** Port staff is authorized to execute the necessary documents granting the State permanent easements over Port real property legally described on attached Exhibits A, F, G, H, I, J, K and L that is part of Unit 20 of the Comprehensive Scheme.

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting held this 14th day of December, 2004, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.



Paige R Miller PAIGE MILLER  
Bob Edwards BOB EDWARDS  
L. T. Molloy LAWRENCE T. MOLLOY  
Alec Fiskén ALEC FISKEN  
Patricia Davis PATRICIA DAVIS

Port Commission



EXHIBIT A-3532

All that portion of the Duwamish Waterway lying within a strip of land 40 feet wide, being 20 feet wide, when measured at right angles to, on each side of the U Line survey of SR 99, Duwamish Waterway Vicinity, and bounded on the northeast and on the southwest by the Port of Seattle right of way margins of said Duwamish Waterway as located within those portions of Blocks 18, 25 and 31, including alleys, of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington;

TOGETHER WITH those portions of Front Street, Michigan Avenue (Tronsen Place Southwest) and First Avenue (First Avenue Southwest) as dedicated in said plat, which lie within the Commercial Waterway (Duwamish Waterway);

EXCEPT therefrom that portion of the above mentioned Duwamish Waterway lying above (skyward) an elevation of minus 39 feet, City of Seattle Datum.

The lands herein described contain an area of 20,462 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised June 27, 2003.

## EXHIBIT B-3532

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at Highway Engineer's Station (hereinafter referred to as HES) A2 39+85.29 on the A2 Line survey of SR 99, Duwamish Waterway Vicinity;  
thence easterly to a point opposite said HES A2 39+85.29 and 30 feet easterly therefrom;  
thence easterly to a point opposite HES LS 405+95.61 on the LS Line survey of said Highway and 46.41 feet westerly therefrom;  
thence northeasterly to a point opposite HES LS 406+05.78 on said LS Line survey and 40 feet westerly therefrom;  
thence northerly parallel with said LS Line survey to a point opposite HES LS 406+74.66 thereon;  
thence westerly to a point opposite HES U1 15+89.62 on the U1 Line survey of said Highway and 15 feet easterly therefrom;  
thence southerly parallel with said U1 Line survey to a point opposite HES U1 15+99.62 thereon;  
thence westerly to HES A2 40+55.29 on the A2 Line survey of said Highway;  
thence southerly to the point of beginning.

### PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M.

The specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised November 26, 2003.

EXHIBIT C-3532

**All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at Highway Engineer's Station (hereinafter referred to as HES) A2 36+88.80 P.O.T. on the A2 Line survey of SR 99, Duwamish Waterway Vicinity;**

**thence northerly along said A2 Line survey to HES A2 38+21;**

**thence easterly to a point opposite said HES A2 38+21 and 30 feet easterly therefrom;**

**thence southeasterly to a point opposite HES A2 37+64 on said A2 Line survey and 39 feet easterly therefrom;**

**thence southeasterly to a point opposite HES WMN 37+60 on the WMN Line survey of said Highway and 35 feet northeasterly therefrom;**

**thence southwesterly to the point of beginning.**

**PARCEL "A"**

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M.

The specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised November 26, 2003.

EXHIBIT D-3532

**Lot C-2 of City of Seattle Lot Boundary Adjustment No. 2105579, recorded under King County Recording No. 20020507900018, being a portion of Block 21 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington.**



EXHIBIT E-3532

All that portion of the hereinafter described PARCEL "A" lying southerly and southwesterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) WM 45+00 on the WM Line survey of SR 99, Duwamish Waterway Vicinity, and 50 feet northeasterly therefrom;  
thence northwesterly parallel with said WM Line survey to a point opposite HES WM 50+33.15 thereon;  
thence northwesterly along the arc of a curve to the right having a radius of 95 feet to a point opposite HES WM 51+07.35 on said WM Line survey and 85.68 feet northerly therefrom;  
thence northwesterly along the arc of a curve to the right having a radius of 1551.89 feet to a point opposite HES WM 52+18.79 on said WM Line survey and 244.45 feet northerly therefrom;  
thence southwesterly to a point opposite HES WM 53+86.97 on said WM Line survey and 184.31 feet northerly therefrom and the end of this line description.

PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M.

The specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised June 27, 2003.

EXHIBIT F-3532

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) LS 406+74.66 on the LS Line survey of SR 99, Duwamish Waterway Vicinity, and 40 feet westerly therefrom; thence northerly parallel with said LS Line survey to a point opposite HES LS 410+35 thereon; thence westerly to a point opposite said HES LS 410+35 and 106.09 feet westerly therefrom; thence northerly to a point opposite HES LS 415+00 on said LS Line survey and 98.77 feet westerly therefrom; thence easterly to a point opposite said HES LS 415+00 and 50 feet westerly therefrom; thence northerly to a point opposite HES LS 415+96.78 on said LS Line survey and 58.56 feet westerly therefrom; thence northerly to a point opposite HES LS 416+15.94 on said LS Line survey and 60.64 feet westerly therefrom, said point being on the northeasterly line of the Commercial Waterway (Duwamish Waterway); thence southeasterly along said northeasterly line of the Commercial Waterway (Duwamish Waterway) to a point opposite HES LS 414+47.41 on said LS Line survey and 170.92 feet easterly therefrom; thence southerly to a point opposite HES LS 413+49.76 on said LS Line survey and 176 feet easterly therefrom; thence easterly to a point opposite said HES LS 413+49.76 and 242.76 feet easterly therefrom; thence southerly to a point opposite HES LS 409+30 on said LS Line survey and 245.37 feet easterly therefrom; thence westerly to a point opposite said HES LS 409+30 and 190 feet easterly therefrom; thence southerly to a point opposite HES LS 408+06.52 on said LS Line survey and 191.72 feet easterly therefrom, said point being on the southwesterly line of the Commercial Waterway (Duwamish Waterway); thence southerly to a point opposite HES LS 406+64.95 on said LS Line survey and 186.45 feet easterly therefrom; thence westerly to a point opposite HES LS 406+74.66 on said LS Line survey and 40 feet westerly therefrom and the point of beginning.

PARCEL "A"

That portion of Blocks 18, 25, 30 and 31, including alleys, Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington, TOGETHER WITH those portions of Front Street, Michigan Avenue (Tronson Place Southwest), Booth Place, and First Avenue South (First Avenue Southwest) as dedicated in said plat, which lie within the

Commercial Waterway (Duwamish Waterway), southeasterly of the centerline of said Front Street;

and,

That portion of the Duwamish River lying within the Commercial Waterway (Duwamish Waterway) lying southeasterly of the centerline of Front Street and lying northerly of the south line of the northwest quarter of Section 29, Township 24 North, Range 4 East, W.M., in King County, Washington;

and,

That portion of Block 1, Portland and Puget Sound Railway Addition to the City of Seattle, according to the plat thereof recorded in Volume 5 of Plats, page 74, in King County,

EXHIBIT F-3532 - Continued

Washington, TOGETHER WITH that portion of Railway Avenue (Riverside Drive) which lies within the Commercial Waterway (Duwamish Waterway) lying northerly of the south line of the northwest quarter of Section 29, Township 24 North, Range 4 East, W.M., and easterly of the east margin of the First Avenue South Bridge;

and,

That portion of Government Lots 8 and 9 in Section 29, Township 24 North, Range 4 East, W.M., in King County, Washington, which lies within the Commercial Waterway (Duwamish Waterway) lying north of the south line of the northwest quarter of Section 29, Township 24 North, Range 4 East, W.M., in King County, Washington, and easterly of the east margin of the First Avenue South Bridge;

and,

That portion of the L.M. Collins Donation Land Claim No. 46 in the northwest quarter of Section 29, Township 24 North, Range 4 East, W.M., in King County, Washington, which lies within the Commercial Waterway (Duwamish Waterway) lying northerly of the south line of the northwest quarter of Section 29, Township 24 North, Range 4 East, W.M., and easterly of the east margin of the First Avenue South Bridge.

Also, the Grantor herein conveys and grants to the State of Washington all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between SR 99, Duwamish Waterway Vicinity and the remainder of said PARCEL "A"; EXCEPT THAT water borne traffic movement will be permitted under the Highway structures as clearance permits.

The lands herein described contain an area of 194,219 square feet, more or less, the specific details concerning all of which are to be found in those certain maps of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised November 26, 2003 for sheet 5, and revised June 27, 2003 for sheet 6.



EXHIBIT G-3532

All that portion of the hereinafter described PARCEL "A" lying within a strip of land 10 feet wide, being 5 feet on each side of a center line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) U1 10+22.32 on the U1 Line survey of SR 99, Duwamish Waterway Vicinity, and 25 feet northwesterly therefrom; thence northwesterly along said center line on the arc of a curve to the right having a radius of 257.17 feet, a distance of 124.52 feet, to a point opposite HES U1 10+47.58 on said U1 Line survey and 145.70 feet northwesterly therefrom and the end of this center line description.

**The boundary of the easterly edge of the said easement shall be lengthened or shortened to terminate on a line drawn 25 feet northwesterly, when measured at right angles from, the U1 Line survey.**

PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M.

The lands herein described contain an area of 1,245 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised June 27, 2003.



EXHIBIT H-3532

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at Highway Engineer's Station (hereinafter referred to as HES) U1 9+66.39 on the U1 Line survey of SR 99, Duwamish Waterway Vicinity, said point being on the southwesterly margin of the Duwamish Waterway (also shown as Port of Seattle R/W);

thence northwesterly along said southwesterly margin of the Duwamish Waterway to a point opposite HES U 15+15.67 on the U Line survey of said Highway and 23.82 feet northwesterly therefrom;

thence southwesterly to a point opposite HES U1 10+22.32 on said U1 Line survey and 25 feet northwesterly therefrom;

thence southwesterly parallel with said U1 Line survey to a point opposite HES U1 10+40± thereon, said point being on the southwesterly line of Lot 27, Block 18, Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington;

thence southeasterly along said southwesterly line to a point opposite HES U1 10+41± on said U1 Line survey and 20 feet northwesterly therefrom;

thence southwesterly and southerly parallel with said U1 Line survey to a point opposite HES U1 15+99.62 thereon;

thence easterly to a point opposite said HES U1 15+99.62 and 15 feet easterly therefrom;

thence northerly parallel with said U1 Line survey to a point opposite HES U1 15+89.62 thereon;

thence easterly to a point opposite said HES U1 15+89.62 and 20 feet easterly therefrom;

thence northerly and northeasterly parallel with said U1 Line survey to a point opposite HES U1 9+71.50 thereon, said point being on the southwesterly margin of the Duwamish Waterway;

thence northwesterly along said southwesterly margin of the Duwamish Waterway to HES U1 9+66.39 on said U1 Line survey and the point of beginning.

PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County,

Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range

The specific details concerning all of which are to be found in those certain maps of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised November 26, 2003 for sheet 5, and revised June 27, 2003 for sheet 6. 4 East, W.M.

EXHIBIT I-3532

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) A2 39+85.29 on the A2 Line survey of SR 99, Duwamish Waterway Vicinity, and 36 feet easterly therefrom; thence easterly to a point opposite said HES A2 39+85.29 and 296± feet easterly therefrom, said point being on the easterly property boundary line of said PARCEL "A"; thence southerly along said easterly line a distance of 9 feet; thence westerly to a point opposite HES A2 39+67.29 on said A2 Line survey and 36 feet easterly therefrom; thence northerly to the point of beginning.

PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M.

The lands herein described contain an area of 3,484 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised November 26, 2003.

EXHIBIT J-3532

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) A2 39+67.29 on the A2 Line survey of SR 99, Duwamish Waterway Vicinity, and 30 feet easterly therefrom; thence easterly to a point opposite said HES A2 39+67.29 and 36 feet easterly therefrom; thence northerly parallel with said A2 Line survey to a point opposite HES A2 39+85.29 thereon; thence westerly to a point opposite said HES A2 39+85.29 and 30 feet easterly therefrom; thence southerly to the point of beginning.

PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M.

The lands herein described contain an area of 107 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised November 26, 2003.

EXHIBIT K-3532

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) A2 39+67.29 on the A2 Line survey of SR 99, Duwamish Waterway Vicinity, and 30 feet easterly therefrom; thence southerly parallel with said A2 Line survey to a point opposite HES A2 38+21 thereon; thence southeasterly to a point opposite HES A2 37+83 on said A2 Line survey and 36 feet easterly therefrom; thence northerly parallel with said A2 Line survey to a point opposite HES A2 38+12 thereon; thence northeasterly to a point opposite HES A2 38+24 on said A2 Line survey and 75 feet easterly therefrom; thence northerly parallel with said A2 Line survey to a point opposite HES A2 38+34 thereon; thence southwesterly to a point opposite HES A2 38+22 on said A2 Line survey and 36 feet easterly therefrom; thence northerly parallel with said A2 Line survey to a point opposite HES A2 39+67.29 thereon; thence westerly to the point of beginning.

PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M.

The specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised November 26, 2003.



EXHIBIT L-3532

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) WM 48+97.60 on the WM Line survey of SR 99, Duwamish Waterway Vicinity, and 50 feet northerly therefrom; thence westerly parallel with said WM Line survey to a point opposite HES WM 50+33.15 thereon;

northwesterly along the arc of a curve to the right having a radius of 95 feet to a point opposite HES WM 51+07.35 on said WM Line survey and 85.68 feet northerly therefrom;

thence northwesterly along the arc of a curve to the right having a radius of 1551.89 feet to a point opposite HES WM 51+82.64 on said WM Line survey and 188.18 feet northerly therefrom;

thence easterly to a point opposite HES WM 51+82.08 on said WM Line survey and 188.56 feet northerly therefrom;

thence southeasterly to a point opposite HES WM 50+72.43 on said WM Line survey and 62.01 feet northerly therefrom;

thence easterly to a point opposite HES WM 49+31.91 on said WM Line survey and 52.94 feet northerly therefrom;

thence easterly to the point of beginning.

PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M.

The specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised June 27, 2003.

EXHIBIT M-3532

All that portion of the hereinafter described PARCEL "A" lying northeasterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) WM 44+00 on the WM Line survey of SR 99, Duwamish Waterway Vicinity, and 50 feet northeasterly therefrom; thence northwesterly parallel with said WM Line survey to a point opposite HES WM 46+00 thereon and the end of this line description.

PARCEL "A"

Block 22 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat recorded in Volume 13 of Plats, page 28, records of King County, Washington.

The specific details concerning all of which may be found on sheet 11 of that certain plan entitled SR 99, Duwamish Waterway Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 7, 1994, revised June 27, 2003.

EXHIBIT N-3532

All that portion of the hereinafter described PARCEL "A" lying westerly and northeasterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) A2 40+55.29 on the A2 Line survey of SR 99, Duwamish Waterway Vicinity, and 30 feet westerly therefrom;  
thence southerly parallel with said A2 Line survey to a point opposite HES A2 38+10 thereon;  
thence southwesterly to a point opposite HES WM 38+86 on the WM Line survey of said Highway and 65 feet northeasterly therefrom;  
thence northwesterly to a point opposite HES WM 39+77 on said WM Line survey and 50 feet northeasterly therefrom;  
thence northwesterly parallel with said WM Line survey to a point opposite HES WM 44+00 thereon and the end of this line description.

PARCEL "A"

Blocks 20 and 21 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat recorded in Volume 13 of Plats, page 28, records of King County, Washington;

TOGETHER WITH a portion of the alley as platted in said Block 20, which upon vacation attached to said premises by operation of law, as provided by Ordinance No. \_\_\_\_\_ of the City of Seattle;

TOGETHER WITH a portion of the alley as platted in said Block 21, which upon vacation attached to said premises by operation of law, as provided by Ordinance No. \_\_\_\_\_ of the City of Seattle;

TOGETHER WITH a portion of Third Avenue South (platted as St. Clair Ave.) as platted between said Blocks 20 and 21, which upon vacation attached to said premises by operation of law, as provided by Ordinance No. \_\_\_\_\_ of the City of Seattle;

EXCEPTING FROM THE ABOVE, Parcels C-1 and C-2 of Lot Boundary Adjustment Number 2105579, as recorded under King County Auditor's File No. 20020507900018.

The specific details concerning all of which may be found on sheets 5 and 11 of that certain plan entitled SR 99, Duwamish Waterway Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 7, 1994, revised November 26, 2003 and June 27, 2003, respectively.

EXHIBIT S-3532

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) LS 410+51.69 on the LS Line survey of SR 99, Duwamish Waterway Vicinity, and 141.51 feet northwesterly therefrom;  
thence southwesterly to a point opposite HES LS 410+11.11 on said LS Line survey and 165.63 feet northwesterly therefrom;  
thence southeasterly to a point opposite HES LS 409+12.83 on said LS Line survey and 80 feet northwesterly therefrom;  
thence northeasterly parallel with said LS Line survey to a point opposite HES 409+73.72 thereon;  
thence northwesterly to a point opposite HES LS 410+03.93 on said LS Line survey and 106.32 feet northwesterly therefrom;  
thence northeasterly to a point opposite HES LS 410+20.98 on said LS Line survey and 99.30 feet northwesterly therefrom;  
thence northwesterly to the point of beginning.

PARCEL "A"

Block 31 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington;  
**TOGETHER WITH First Avenue South, which upon vacation attached to said premises by operation of law, as provided by Ordinance No. 94862 of the City of Seattle;**  
EXCEPT that portion acquired by Commercial Waterway District No. 1 for Duwamish Waterway.

The specific details concerning all of which may be found on sheets 5 and 6 of that certain plan entitled SR 99, Duwamish Waterway Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 7, 1994, revised November 26, 2003 and June 27, 2003, respectively.



**AGREEMENT  
GC 10304**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between the State of Washington, Department of Transportation, hereinafter called the "STATE", the City of Seattle, hereinafter called the "CITY," and the Port of Seattle, a municipal corporation, hereinafter called the "PORT".

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WHEREAS, the CITY and the STATE acknowledge the execution of an agreement entitled "GC 16" dated March 10, 1953, regarding the acquisition and condemnation of right of way for the project entitled "First Avenue South Bridges and Approaches", attached hereto as Attachment 1 and incorporated herein by reference; and

WHEREAS, the CITY and the STATE further acknowledge that GC 16 provided that (a) the necessary right of way would be acquired in the name of the City and title would remain in the CITY as street property and (b) the STATE would reimburse the CITY for the entire cost of acquiring all necessary right of way except that the CITY would be responsible for related negotiation, court and administrative costs; and

WHEREAS, the CITY proposed a 70% - 30% revenue split in favor of the STATE as a reasonable estimate of direct versus indirect costs encountered during the acquisition of properties for the 1953 project in a letter dated April 24, 1978, attached hereto as Attachment 2 and incorporated herein by reference. The STATE indicated its approval of the 70% - 30% revenue split in a letter dated July 24, 1978, attached hereto as Attachment 3 and incorporated herein by reference; and

WHEREAS, the STATE in 1999 completed construction of a joint CITY and STATE project called State Route 99, Duwamish Waterway Vicinity (First Avenue South Bridge), hereinafter called the "PROJECT," upon right of way acquired under GC 16 and upon right of way acquired under a 1994 STATE right of way plan; and

WHEREAS, as part of the PROJECT a CITY utility was constructed across PORT property; and

WHEREAS, in exchange for all PORT property and property rights needed for the PROJECT, the PORT agreed to accept fee title to certain excess right of way that was initially acquired under GC 16 for the PROJECT; and

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WHEREAS, as a condition to allowing the PROJECT to go forward, the STATE was required to negotiate the First Avenue South Bridge Agreement (hereinafter Muckleshoot Agreement) with the Muckleshoot Indian Tribe, hereinafter called the "TRIBE", to address potential impacts the construction of the PROJECT may have on the TRIBE's usual and accustomed fishing areas as defined in the Treaty of Point Elliott; and

WHEREAS, the Muckleshoot Agreement requires the STATE, at the TRIBE's option, to convey or lease to the TRIBE a parcel of surplus real property that was initially acquired under GC 16 for the PROJECT; and

WHEREAS, it is mutually beneficial for the CITY, the STATE, and the PORT to exchange real property interests to reflect true ownership and control of the properties by the various entities; and

WHEREAS, certain street and alley vacations are a necessary precondition to the agreement by the parties to exchange real property interests described in this Agreement, which said vacations must be independently determined by the City's legislative authority in accordance with Chapter 35.79 RCW and Chapter 15.62 of the Seattle Municipal Code; and

WHEREAS, the parties have agreed to the exchange of real property interests described in this Agreement after reviewing current appraisals of the relevant properties, and having further agreed to the valuations of said property interests.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, it is mutually agreed as follows:

**I. PROPERTY DESCRIPTIONS.**

1.1. (Utilidor) - Easement from PORT to STATE, which rights will be transferred from the STATE to the CITY, with the STATE reserving the right to install and maintain bridge-related operation cabling, as legally defined on Exhibit A.

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1.2. (Roadway/SW Michigan) - Fee from PORT to STATE, which land will be transferred from the STATE to the CITY, with the STATE reserving the right to install and maintain bridge-related operation cabling, as legally defined on Exhibit B.

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1.3. (Roadway/2nd Ave. SW) - Fee from PORT to STATE, which land will be transferred from the STATE to the CITY, as legally defined on Exhibit C.

1.4. (Roadway/Highland Park Way SW) - Fee from PORT to STATE, which land will be transferred from the STATE to the CITY, as legally defined on Exhibit D.

1.5. (Roadways/W. Marginal Way SW and Highland Park Way SW) - Fee from PORT to STATE, which land will be transferred from the STATE to the CITY, as legally defined on Exhibit E.

1.6. (Bridge over Duwamish) - Waterway Crossing easement from PORT to STATE as legally defined on Exhibit F.

1.7. (Sump) - Easement from PORT to STATE, which rights will be transferred from the STATE to the CITY, as legally defined on Exhibit G.

1.8. (Subsurface Utility) - Easement from PORT to STATE, which rights will be transferred from the STATE to the CITY, with the STATE reserving the right to install and maintain bridge-related operation cabling, as legally defined on Exhibit H.

1.9. (Subsurface Drainage) - Easement from the PORT to STATE, which rights will be transferred from the STATE to the CITY, as legally defined on Exhibit I.

1.10. (Subsurface Drainage and Overhead Utility) - Easement from PORT to STATE, which rights will be transferred from the STATE to the CITY, as legally defined on Exhibit J.

1.11. (Overhead Utility) - Easement from PORT to CITY, as legally defined on Exhibit K.

1.12. (Overhead Utility) - Easement from PORT to CITY, as legally defined on Exhibit L.

1.13. (West of 200 SW Michigan, LLC's parking lot) - Fee from CITY to STATE, which land will be transferred from the STATE to the PORT in exchange for land and property rights listed in items 1.1 through 1.10, inclusive, as legally defined on Exhibit M.

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1.14. (Adjacent to 200 SW Michigan, LLC's parking lot) - Fee from CITY to STATE, which land will be transferred from the STATE to the PORT in exchange for land and property rights listed in items 1.1 through 1.10, inclusive, as legally defined on Exhibit N.

1.15. (Muckleshoot/project mitigation) - Fee from CITY to STATE, which land will be transferred from the STATE to the TRIBE as legally defined on Exhibit O.

1.16. (Glassyard) - Fee from CITY to STATE of an approximate 4-acre area as legally defined on Exhibit P.

1.17. (Glassyard) - Fee from STATE to CITY, without restrictions or reservations, of an approximate 4-acre area as legally defined on Exhibit Q.

1.18. (Park and Ride Lot) - Fee from CITY to STATE as legally defined on Exhibit R.

1.19. (Adjacent to Viewpoint Park) - Fee from CITY to STATE, of an approximate 5,166 square feet area. An easement will be granted from the STATE to the PORT in exchange for land and property rights listed in items 1.1 through 1.10, inclusive, as legally defined on Exhibit S.

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1.20. (Adjacent to Port) - Fee from CITY to STATE, as legally defined on Exhibit T.

1.21. Fee from STATE to CITY for Terminal 115 Viewpoint (also known as Seaview Viewpoint Park and Seaview Park), as legally defined on Exhibit U.

1.22. (Adjacent to PACO yard) - Fee from CITY to STATE, as legally defined on Exhibit V.

1.23. (Adjacent to Seattle Truck) - Fee from CITY to STATE, as legally defined on Exhibit W.

1.24. (Adjacent to Van Dyke) - Fee from CITY to STATE, as legally defined on Exhibit X.

1.25. (Adjacent to Viewpoint Park) - Fee from STATE to CITY for a City street, as legally defined on Exhibit Y.

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1.26. (Adjacent to Van Dyke) - Fee from CITY to STATE, as legally defined on Exhibit Z.

1.27. (Adjacent to Port and City lands) - Fee from CITY to STATE, as legally defined on Exhibit AA.

## II. CITY'S OBLIGATIONS AND RESPONSIBILITIES.

The CITY agrees to the following obligations and responsibilities:

2.1. The CITY will initiate vacation of the following streets and alleys:

(a) the unvacated portion of 3rd Avenue S.W. (platted St. Clair Ave.) lying between Blocks 20 and 21 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle and northerly of the northwesterly margin of Highland Park Way S.W.; (affects paragraph 1.14; Exhibit N)

(b) S.W. Myrtle St. (platted Ohio Street) lying southerly of Block 19 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, easterly of the easterly margin of 2nd Avenue S.W., and northerly of the northeasterly margin of Highland Park Way S.W.; (affects paragraph 1.20; Exhibit T)

(c) the unvacated portions of alleys in Blocks 20 and 21 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle lying northerly of the northeasterly margin of Highland Park Way S.W.; (affects paragraph 1.14; Exhibit N)

(d) that portion of S.W. Myrtle St. (platted West Myrtle Street) lying northerly of Block 4 of Seaport Addition to the City of Seattle, northerly of the northerly margin of Highland Park Way S.W., and easterly of the easterly margin of 2nd Avenue S.W.; (affects paragraph 1.20; Exhibit T)

(e) that portion of S.W. Myrtle St. (platted West Myrtle Street) lying northerly of Block 5 of Seaport Addition to the City of Seattle, northerly of the northerly margin of Highland Park Way S.W., and westerly of the westerly margin of Highway 99; (affects paragraph 1.20; Exhibit T)

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(f) that portion of the alley in Block 17 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle lying southerly of the south line of Lot 9 produced easterly and lying southerly of the south line of Lot 18 produced westerly; (affects paragraphs 1.15 and 1.24; Exhibits O and X)

(g) that portion of the west half of the alley in Block 17 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle lying easterly of Lots 7, 8 and 9 and lying easterly of the easterly margin of State Route 99; (affects paragraph 1.24; Exhibit X)

(h) that portion of the northwesterly half of the alley in Block 17 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle lying southeasterly of Lots 1 through 6, inclusive, and lying easterly of the easterly margin of State Route 99; (affects paragraph 1.26; Exhibit Z)

(i) that portion of the west half of the alley in Block 1 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, lying southerly of the north line of Lot 20 produced easterly; (affects paragraph 1.23; Exhibit W)

(j) that portion of the southwesterly half of the alley in Block 1 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, lying northwesterly of the southeasterly line of Lot 14 produced northeasterly; (affects paragraph 1.23; Exhibit W)

(k) those portions of S.W. Myrtle St. (platted Ohio Street) and First Avenue S. of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, lying easterly of the southerly extension of the east boundary line of Block 19, and southerly of property vacated by City of Seattle Ordinance No. 93673; (affects paragraph 1.20; Exhibit T)

(l) that portion of the intersection of SW Myrtle St. (platted West Myrtle Street) and First Avenue South (platted First Avenue S.W.) of Seaport Addition to the City of Seattle, lying between the easterly boundary line of Block 4 extended northerly to the north line of said Seaport Addition, and the westerly boundary line of Block 5 extended northerly to the north line of said Seaport Addition, and lying northerly of a line drawn from the northeast corner of Lot 14, Block 4 to the northwest corner of Lot 1, Block 5 of said Seaport Addition; (affects paragraph 1.20; Exhibit T)

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(m) that portion of First Avenue South (platted First Avenue S.W.) in Seaport Addition, lying northerly of the northerly margin of Highland Park Way S.W., and southerly of a line drawn from the northeast corner of Lot 14, Block 4 to the northwest corner of Lot 1, Block 5 of said Seaport Addition. (affects paragraph 1.20; Exhibit T)

2.2. The CITY will begin this vacation process upon execution of this Agreement and diligently pursue its completion.

2.3. Upon completion of the street and alley vacations described in paragraph 2.1 above, the CITY will Quitclaim the parcels identified in paragraphs 1.13 through 1.16, 1.18 through 1.20, 1.22 through 1.24, 1.26 and 1.27 above, to the STATE.

### III. STATE'S OBLIGATIONS AND RESPONSIBILITIES.

The STATE agrees to the following obligations and responsibilities:

3.1. After conveyance from the CITY to the STATE, the STATE will convey the land identified in paragraph 1.15 above and defined in Exhibit O to the TRIBE, pursuant to the terms and conditions of the Muckleshoot Agreement.

3.2. After conveyance from the CITY to the STATE of the lands identified in paragraphs 1.13 and 1.14 above and defined in Exhibits M and N, the STATE will Quitclaim said lands to the PORT.

3.3. After conveyance from the CITY to the STATE of the land identified in paragraph 1.19 above and defined as Exhibit S, the State will grant an easement to the PORT.

3.4. The STATE will Quitclaim the parcels identified in paragraphs 1.17, 1.21 and 1.25 above and defined as Exhibits Q, U and Y, to the CITY.

3.5. After conveyance from the PORT to the STATE for the property interests identified in paragraphs 1.1 through 1.5 and 1.7 through 1.10 above, the STATE will convey said interests to the CITY, reserving certain rights from paragraphs 1.1, 1.2 and 1.8 above, using the STATE's usual process.

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**IV. PORT'S OBLIGATIONS AND RESPONSIBILITIES.**

The PORT agrees to the following obligations and responsibilities:

4.1. The PORT will convey to the STATE the parcels and/or property rights identified in paragraphs 1.1 through 1.10 above.

4.2. The PORT will convey to the CITY the parcels and/or property rights identified in paragraphs 1.11 and 1.12 above.

**V. MUTUAL OBLIGATIONS OF ALL PARTIES.**

The STATE, the CITY and the PORT agree to the following obligations and responsibilities:

5.1. The properties identified in paragraphs 1.1 through 1.14, 1.16, 1.17, 1.19, 1.20, 1.22 through 1.24, 1.26 and 1.27 have been appraised and reviewed to determine fair market values prior to the exchange of property interests described in this Agreement. The parties hereto have agreed on the valuations of said property interests.

5.2. The expense of the STATE-performed appraisals will be borne by the STATE as their contribution to the PROJECT. All parties shall bear their own costs with respect to any (a) reviews of said appraisals; and (b) the performance of new appraisals.

5.3. The administration cost for street vacations shall be borne by the CITY as their contribution to the PROJECT.

5.4. All fee conveyances shall be by Quitclaim Deed. All other conveyances shall be in a form mutually agreeable to the affected parties.

5.5. Unless otherwise agreed herein, all conveyances related to an exchange shall occur simultaneously.

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**VI. DISPUTE RESOLUTION.**

6.1. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

**CITY OF SEATTLE:**

Larry Huggins  
Seattle Department of Transportation  
700 5th Avenue, Suite 3900  
P.O. Box 34996  
Seattle, WA 98124-4996

~~Deleted: Ron Perkerewicz~~  
~~Key Tower, Suite 4900~~  
~~700 Fifth Ave.~~

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~~Deleted: 98104~~

**PORT OF SEATTLE:**

Seaport Property Management  
P. O. Box 1209  
Seattle, WA 98111-1209  
(206) 728-3071

**WSDOT:**

Gerald L. Gallinger, Director  
Real Estate Services  
P.O. Box 47338  
Olympia, WA 98504-7338

6.2. All notices, requests, and other communications pertaining to the resolution of disputes, shall be in writing and shall be deemed to have been duly given when delivered in person or upon receipt after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, to the party to whom the same is so given or made, to the addresses set forth below, or to such other address as any party may designate by giving notice to the other parties hereto.

**CITY OF SEATTLE:**

Larry Huggins  
Seattle Department of Transportation  
700 5th Avenue, Suite 3900  
P.O. Box 34996  
Seattle, WA 98124-4996

~~Deleted: Ron Perkerewicz~~  
~~Key Tower, Suite 4900~~  
~~700 Fifth Ave~~  
~~Seattle, WA 98104~~

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**PORT OF SEATTLE:**

Michael A. Kriston  
Marine Real Estate  
P. O. Box 1209  
Seattle, WA 98111-1209  
(206) 728-3071

**WSDOT:**

Gerald L. Gallinger, Director  
Real Estate Services  
P.O. Box 47338  
Olympia, WA 98504-7338

6.3. The Designated Representatives shall confer, as requested by the affected parties, to resolve disputes that arise under this Agreement. The Designated Representatives shall use their best efforts and exercise good faith to resolve such disputes.

6.4. In the event the Designated Representatives are unable to resolve the dispute, the following Second Tier Representative from each affected party shall confer and exercise good faith to resolve the dispute:

**CITY OF SEATTLE:**

Richard Miller, Director of Capital Projects and Roadway Structures  
Seattle Department of Transportation  
700 5th Avenue, Suite 3900  
P.O. Box 34996  
Seattle, WA 98124-4996

**PORT:**

Seaport Managing Director  
P. O. Box 1209  
Seattle, WA 98111  
(206) 728-3071

Deleted: Tom Tanner  
SPU Deputy Director of Engineering  
Svcs.  
Key Tower, Suite 4900  
700 Fifth Ave.  
Seattle, WA 98104

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**WSDOT:**

Lorena Eng, Regional Administrator  
Northwest Region  
15700 Dayton Avenue North  
Seattle, WA 98133-9710

6.5. In the event the affected Second Tier Representatives are unable to resolve the dispute, the affected parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The parties shall then seek to mutually agree in writing upon the mediation process, who shall serve as the mediator, and the timeframe the parties are willing to discuss the disputed issue(s).

6.6. Each affected party shall bring to the mediation session, unless excused from doing so by the mediator, a representative from its side with full settlement authority. In addition, each party shall bring counsel and such other persons as needed to contribute to a resolution of the dispute. The mediation process is to be considered settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such conference from later discovery or use in evidence; Provided that any settlement executed by the parties shall not be considered confidential and may be disclosed. Each party shall pay its own costs for mediation and share equally in the cost of the mediator. The venue for the mediation shall be in Seattle, Washington, unless the parties mutually agree in writing to a different location.

6.7. If the affected parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then any party may institute a legal action in the County of Thurston, State of Washington, unless other venue is mutually agreed to in writing. The parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

**VII. ESCROW ACCOUNT.**

7.1. The parties agree that the STATE will establish an escrow account at Pacific Northwest Title Company, 215 Columbia Street, Seattle, WA 98104-1511 (the Escrow Company), within fifteen (15) days of the execution of this Agreement. The STATE will notify the CITY and the PORT of the escrow account number. The parties agree to cooperate in establishing mutually acceptable escrow instructions necessary to

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accomplish the exchange of property and/or property rights contemplated in this Agreement.

7.2. The parties agree to place into escrow the following items:

(a) The CITY shall place into escrow fully executed Quitclaim Deeds conveying fee title to the STATE for the parcels identified in paragraphs 1.13 through 1.16, 1.18 through 1.20, 1.22 through 1.24, 1.26 and 1.27.

(b) The PORT shall place into escrow fully executed Quitclaim Deeds conveying fee title to the STATE for the parcels identified in paragraphs 1.2 through 1.5.

(c) The PORT shall place into escrow fully executed Easements granting certain rights to the STATE for the parcels identified in paragraphs 1.1 and 1.6 through 1.10.

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(d) The PORT shall place into escrow fully executed Easements granting certain rights to the CITY for the parcels identified in paragraphs 1.11 and 1.12.

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(e) The STATE shall deposit into the escrow account the escrow fees, plus recording costs.

(f) The STATE shall place into escrow fully executed Quitclaim Deeds conveying fee title to the CITY for the parcels identified in paragraphs 1.2 through 1.5, 1.17, 1.21 and 1.25, reserving certain rights from paragraph 1.2.

(g) The STATE shall place into escrow a fully executed Quitclaim Deed conveying fee title to the TRIBE for the parcel identified in paragraph 1.15.

(h) The STATE shall place into escrow fully executed Quitclaim Deeds conveying fee title to the PORT for the parcels identified in paragraphs 1.13, and 1.14.

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(i) The STATE shall place into escrow fully executed Quitclaim Deeds conveying certain rights to the CITY for the parcels identified in paragraphs 1.1, and 1.7 through 1.10, reserving certain rights from paragraphs 1.1 and 1.8.

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(j) The STATE shall place into escrow a fully executed Easement granting certain rights to the PORT for the parcel identified in paragraph 1.19.



7.3. The escrow closing shall be held and delivery of all items identified in paragraph 7.2 above shall be made at the Escrow Company, on or before \_\_\_\_\_ or such other date as the parties may mutually agree in writing ("the Closing").

### VIII. MISCELLANEOUS.

8.1. All Exhibits referenced herein are attached hereto and incorporated into this Agreement.

8.2. Conditions of Properties: To the best of each party's knowledge, the properties to be exchanged pursuant to this Agreement are in good condition and have no material, latent or apparent defects. Each party affirms that they have not intentionally or negligently withheld any material information concerning the condition of the properties including without limitation environmental matters. By execution of this Agreement, the parties hereto will be deemed to have approved the physical condition of the properties and agree to accept their condition "AS IS" without representation or warranties except as provided in this section.

8.3. This Agreement contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner other than by an agreement in writing signed by all parties hereto. The failure on the part of any party to enforce any covenant or provision herein contained, or any waiver of any right thereunder by another party, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of that party to enforce the same in the event of any subsequent breach or default.

8.4. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by any party except to the extent that the same are expressed in this Agreement.

8.5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Agreement are for convenience only, and shall have no effect on the construction or interpretation of any part hereof.

8.6. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such

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invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.7. Except as provided in the Dispute Resolution paragraph, all notices, requests, and other communications that are required to be or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or upon receipt after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, to the party to whom the same is so given or made, to the addresses set forth below, or to such other address as any party may designate by giving notice to the other parties hereto.

**CITY OF SEATTLE:**

Larry Huggins  
Seattle Department of Transportation  
700 5th Avenue, Suite 3900  
P.O. Box 34996  
Seattle, WA 98124-4996

Deleted: Ron Perkowicz  
Key Tower, Suite 4900  
700 Fifth Ave.  
Seattle, WA 98104

**PORT OF SEATTLE:**

Michael A. Kriston  
Marine Real Estate  
P. O. Box 1209  
Seattle, WA 98111-1209

**WSDOT:**

Washington State Department of Transportation  
Attn: Property Management Program Manager  
Maple Park at Jefferson  
P.O. Box 47338  
Olympia, WA 98504-7338

8.8. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of another party.

8.9. All parties agree that time is of the essence and agree to promptly initiate and diligently pursue until completion the obligations and responsibilities contained herein.

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8.10. It is understood that this Agreement shall not be valid and binding until executed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

**CITY OF SEATTLE, a  
municipal corporation**

**STATE OF WASHINGTON  
Department of Transportation**

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

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

Its: \_\_\_\_\_

Gerald L. Gallinger  
Director, Real Estate Services

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

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

**THE PORT OF SEATTLE, a  
municipal corporation**

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

Its: \_\_\_\_\_

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

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APPROVED AS TO FORM

\_\_\_\_\_  
Senior Port Counsel

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

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

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

APPROVED AS TO FORM

\_\_\_\_\_  
Senior Counsel  
Assistant Attorney General

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

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STATE OF WASHINGTON        )  
  : ss.  
County of King                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the City of Seattle, Washington who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

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

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STATE OF WASHINGTON )  
 : ss.  
County of King )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of The Port of Seattle, the municipal corporation which executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he/she was authorized to execute said instrument on behalf of said corporation.

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

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

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STATE OF WASHINGTON )  
 : ss.  
County of Thurston )

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me personally appeared Gerald L. Gallinger, Director, Real Estate Services, for the Washington State Department of Transportation, and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he was authorized to execute said instrument.

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

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

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**AGREEMENT  
GC 10304**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between the State of Washington, Department of Transportation, hereinafter called the "STATE", the City of Seattle, hereinafter called the "CITY," and the Port of Seattle, a municipal corporation, hereinafter called the "PORT".

WHEREAS, the CITY and the STATE acknowledge the execution of an agreement entitled "GC 16" dated March 10, 1953, regarding the acquisition and condemnation of right of way for the project entitled "First Avenue South Bridges and Approaches", attached hereto as Attachment 1 and incorporated herein by reference; and

WHEREAS, the CITY and the STATE further acknowledge that GC 16 provided that (a) the necessary right of way would be acquired in the name of the City and title would remain in the CITY as street property and (b) the STATE would reimburse the CITY for the entire cost of acquiring all necessary right of way except that the CITY would be responsible for related negotiation, court and administrative costs; and

WHEREAS, the CITY proposed a 70% - 30% revenue split in favor of the STATE as a reasonable estimate of direct versus indirect costs encountered during the acquisition of properties for the 1953 project in a letter dated April 24, 1978, attached hereto as Attachment 2 and incorporated herein by reference. The STATE indicated its approval of the 70% - 30% revenue split in a letter dated July 24, 1978, attached hereto as Attachment 3 and incorporated herein by reference; and

WHEREAS, the STATE in 1999 completed construction of a joint CITY and STATE project called State Route 99, Duwamish Waterway Vicinity (First Avenue South Bridge), hereinafter called the "PROJECT," upon right of way acquired under GC 16 and upon right of way acquired under a 1994 STATE right of way plan; and

WHEREAS, as part of the PROJECT a CITY utility was constructed across PORT property; and

WHEREAS, in exchange for all PORT property and property rights needed for the PROJECT, the PORT agreed to accept fee title to certain excess right of way that was initially acquired under GC 16 for the PROJECT; and



WHEREAS, as a condition to allowing the PROJECT to go forward, the STATE was required to negotiate the First Avenue South Bridge Agreement (hereinafter Muckleshoot Agreement) with the Muckleshoot Indian Tribe, hereinafter called the "TRIBE", to address potential impacts the construction of the PROJECT may have on the TRIBE's usual and accustomed fishing areas as defined in the Treaty of Point Elliott; and

WHEREAS, the Muckleshoot Agreement requires the STATE, at the TRIBE's option, to convey or lease to the TRIBE a parcel of surplus real property that was initially acquired under GC 16 for the PROJECT; and

WHEREAS, it is mutually beneficial for the CITY, the STATE, and the PORT to exchange real property interests to reflect true ownership and control of the properties by the various entities; and

WHEREAS, certain street and alley vacations are a necessary precondition to the agreement by the parties to exchange real property interests described in this Agreement, which said vacations must be independently determined by the City's legislative authority in accordance with Chapter 35.79 RCW and Chapter 15.62 of the Seattle Municipal Code; and

WHEREAS, the parties have agreed to the exchange of real property interests described in this Agreement after reviewing current appraisals of the relevant properties, and having further agreed to the valuations of said property interests.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, it is mutually agreed as follows:

#### **I. PROPERTY DESCRIPTIONS.**

1.1. (Utilidor) - Easement from PORT to STATE, which rights will be transferred from the STATE to the CITY, with the STATE reserving the right to install and maintain bridge-related operation cabling, as legally defined on Exhibit A.

1.2. (Roadway/SW Michigan) - Fee from PORT to STATE, which land will be transferred from the STATE to the CITY, with the STATE reserving the right to install and maintain bridge-related operation cabling, as legally defined on Exhibit B.

- 1.3. (Roadway/2nd Ave. SW) - Fee from PORT to STATE, which land will be transferred from the STATE to the CITY, as legally defined on Exhibit C.
- 1.4. (Roadway/Highland Park Way SW) - Fee from PORT to STATE, which land will be transferred from the STATE to the CITY, as legally defined on Exhibit D.
- 1.5. (Roadways/W. Marginal Way SW and Highland Park Way SW) - Fee from PORT to STATE, which land will be transferred from the STATE to the CITY, as legally defined on Exhibit E.
- 1.6. (Bridge over Duwamish) - Waterway Crossing easement from PORT to STATE as legally defined on Exhibit F.
- 1.7. (Sump) - Easement from PORT to STATE, which rights will be transferred from the STATE to the CITY, as legally defined on Exhibit G.
- 1.8. (Subsurface Utility) - Easement from PORT to STATE, which rights will be transferred from the STATE to the CITY, with the STATE reserving the right to install and maintain bridge-related operation cabling, as legally defined on Exhibit H.
- 1.9. (Subsurface Drainage) - Easement from the PORT to STATE, which rights will be transferred from the STATE to the CITY, as legally defined on Exhibit I.
- 1.10. (Subsurface Drainage and Overhead Utility) - Easement from PORT to STATE, which rights will be transferred from the STATE to the CITY, as legally defined on Exhibit J.
- 1.11. (Overhead Utility) - Easement from PORT to CITY, as legally defined on Exhibit K.
- 1.12. (Overhead Utility) - Easement from PORT to CITY, as legally defined on Exhibit L.
- 1.13. (West of 200 SW Michigan, LLC's parking lot) - Fee from CITY to STATE, which land will be transferred from the STATE to the PORT in exchange for land and property rights listed in items 1.1 through 1.10, inclusive, as legally defined on Exhibit M.

1.14. (Adjacent to 200 SW Michigan, LLC's parking lot) - Fee from CITY to STATE, which land will be transferred from the STATE to the PORT in exchange for land and property rights listed in items 1.1 through 1.10, inclusive, as legally defined on Exhibit N.

1.15. (Muckleshoot/project mitigation) - Fee from CITY to STATE, which land will be transferred from the STATE to the TRIBE as legally defined on Exhibit O.

1.16. (Glassyard) - Fee from CITY to STATE of an approximate 4-acre area as legally defined on Exhibit P.

1.17. (Glassyard) - Fee from STATE to CITY, without restrictions or reservations, of an approximate 4-acre area as legally defined on Exhibit Q.

1.18. (Park and Ride Lot) - Fee from CITY to STATE as legally defined on Exhibit R.

1.19. (Adjacent to Viewpoint Park) - Fee from CITY to STATE, of an approximate 5,166 square feet area. An easement will be granted from the STATE to the PORT in exchange for land and property rights listed in items 1.1 through 1.10, inclusive, as legally defined on Exhibit S.

1.20. (Adjacent to Port) - Fee from CITY to STATE, as legally defined on Exhibit T.

1.21. Fee from STATE to CITY for Terminal 115 Viewpoint (also known as Seaview Viewpoint Park and Seaview Park), as legally defined on Exhibit U.

1.22. (Adjacent to PACO yard) - Fee from CITY to STATE, as legally defined on Exhibit V.

1.23. (Adjacent to Seattle Truck) - Fee from CITY to STATE, as legally defined on Exhibit W.

1.24. (Adjacent to Van Dyke) - Fee from CITY to STATE, as legally defined on Exhibit X.

1.25. (Adjacent to Viewpoint Park) - Fee from STATE to CITY for a City street, as legally defined on Exhibit Y.



1.26. (Adjacent to Van Dyke) - Fee from CITY to STATE, as legally defined on Exhibit Z.

1.27. (Adjacent to Port and City lands) - Fee from CITY to STATE, as legally defined on Exhibit AA.

## **II. CITY'S OBLIGATIONS AND RESPONSIBILITIES.**

The CITY agrees to the following obligations and responsibilities:

2.1. The CITY will initiate vacation of the following streets and alleys:

(a) the unvacated portion of 3rd Avenue S.W. (platted St. Clair Ave.) lying between Blocks 20 and 21 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle and northerly of the northwesterly margin of Highland Park Way S.W.; (affects paragraph 1.14; Exhibit N)

(b) S.W. Myrtle St. (platted Ohio Street) lying southerly of Block 19 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, easterly of the easterly margin of 2nd Avenue S.W., and northerly of the northeasterly margin of Highland Park Way S.W.; (affects paragraph 1.20; Exhibit T)

(c) the unvacated portions of alleys in Blocks 20 and 21 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle lying northerly of the northeasterly margin of Highland Park Way S.W.; (affects paragraph 1.14; Exhibit N)

(d) that portion of S.W. Myrtle St. (platted West Myrtle Street) lying northerly of Block 4 of Seaport Addition to the City of Seattle, northerly of the northerly margin of Highland Park Way S.W., and easterly of the easterly margin of 2nd Avenue S.W.; (affects paragraph 1.20; Exhibit T)

(e) that portion of S.W. Myrtle St. (platted West Myrtle Street) lying northerly of Block 5 of Seaport Addition to the City of Seattle, northerly of the northerly margin of Highland Park Way S.W., and westerly of the westerly margin of Highway 99; (affects paragraph 1.20; Exhibit T)



(f) that portion of the alley in Block 17 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle lying southerly of the south line of Lot 9 produced easterly and lying southerly of the south line of Lot 18 produced westerly; (affects paragraphs 1.15 and 1.24; Exhibits O and X)

(g) that portion of the west half of the alley in Block 17 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle lying easterly of Lots 7, 8 and 9 and lying easterly of the easterly margin of State Route 99; (affects paragraph 1.24; Exhibit X)

(h) that portion of the northwesterly half of the alley in Block 17 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle lying southeasterly of Lots 1 through 6, inclusive, and lying easterly of the easterly margin of State Route 99; (affects paragraph 1.26; Exhibit Z)

(i) that portion of the west half of the alley in Block 1 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, lying southerly of the north line of Lot 20 produced easterly; (affects paragraph 1.23; Exhibit W)

(j) that portion of the southwesterly half of the alley in Block 1 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, lying northwesterly of the southeasterly line of Lot 14 produced northeasterly; (affects paragraph 1.23; Exhibit W)

(k) those portions of S.W. Myrtle St. (platted Ohio Street) and First Avenue S. of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, lying easterly of the southerly extension of the east boundary line of Block 19, and southerly of property vacated by City of Seattle Ordinance No. 93673; (affects paragraph 1.20; Exhibit T)

(l) that portion of the intersection of SW Myrtle St. (platted West Myrtle Street) and First Avenue South (platted First Avenue S.W.) of Seaport Addition to the City of Seattle, lying between the easterly boundary line of Block 4 extended northerly to the north line of said Seaport Addition, and the westerly boundary line of Block 5 extended northerly to the north line of said Seaport Addition, and lying northerly of a line drawn from the northeast corner of Lot 14, Block 4 to the northwest corner of Lot 1, Block 5 of said Seaport Addition; (affects paragraph 1.20; Exhibit T)

(m) that portion of First Avenue South (platted First Avenue S.W.) in Seaport Addition, lying northerly of the northerly margin of Highland Park Way S.W., and southerly of a line drawn from the northeast corner of Lot 14, Block 4 to the northwest corner of Lot 1, Block 5 of said Seaport Addition. (affects paragraph 1.20; Exhibit T)

2.2. The CITY will begin this vacation process upon execution of this Agreement and diligently pursue its completion.

2.3. Upon completion of the street and alley vacations described in paragraph 2.1 above, the CITY will Quitclaim the parcels identified in paragraphs 1.13 through 1.16, 1.18 through 1.20, 1.22 through 1.24, 1.26 and 1.27 above, to the STATE.

### **III. STATE'S OBLIGATIONS AND RESPONSIBILITIES.**

The STATE agrees to the following obligations and responsibilities:

3.1. After conveyance from the CITY to the STATE, the STATE will convey the land identified in paragraph 1.15 above and defined in Exhibit O to the TRIBE, pursuant to the terms and conditions of the Muckleshoot Agreement.

3.2. After conveyance from the CITY to the STATE of the lands identified in paragraphs 1.13 and 1.14 above and defined in Exhibits M and N, the STATE will Quitclaim said lands to the PORT.

3.3. After conveyance from the CITY to the STATE of the land identified in paragraph 1.19 above and defined as Exhibit S, the State will grant an easement to the PORT.

3.4. The STATE will Quitclaim the parcels identified in paragraphs 1.17, 1.21 and 1.25 above and defined as Exhibits Q, U and Y, to the CITY.

3.5. After conveyance from the PORT to the STATE for the property interests identified in paragraphs 1.1 through 1.5 and 1.7 through 1.10 above, the STATE will convey said interests to the CITY, reserving certain rights from paragraphs 1.1, 1.2 and 1.8 above, using the STATE's usual process.

#### **IV. PORT'S OBLIGATIONS AND RESPONSIBILITIES.**

The PORT agrees to the following obligations and responsibilities:

4.1. The PORT will convey to the STATE the parcels and/or property rights identified in paragraphs 1.1 through 1.10 above.

4.2. The PORT will convey to the CITY the parcels and/or property rights identified in paragraphs 1.11 and 1.12 above.

#### **V. MUTUAL OBLIGATIONS OF ALL PARTIES.**

The STATE, the CITY and the PORT agree to the following obligations and responsibilities:

5.1. The properties identified in paragraphs 1.1 through 1.14, 1.16, 1.17, 1.19, 1.20, 1.22 through 1.24, 1.26 and 1.27 have been appraised and reviewed to determine fair market values prior to the exchange of property interests described in this Agreement. The parties hereto have agreed on the valuations of said property interests.

5.2. The expense of the STATE-performed appraisals will be borne by the STATE as their contribution to the PROJECT. All parties shall bear their own costs with respect to any (a) reviews of said appraisals; and (b) the performance of new appraisals.

5.3. The administration cost for street vacations shall be borne by the CITY as their contribution to the PROJECT.

5.4. All fee conveyances shall be by Quitclaim Deed. All other conveyances shall be in a form mutually agreeable to the affected parties.

5.5. Unless otherwise agreed herein, all conveyances related to an exchange shall occur simultaneously.

## **VI. DISPUTE RESOLUTION.**

6.1. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

### **CITY OF SEATTLE:**

Larry Huggins  
Seattle Department of Transportation  
700 5th Avenue, Suite 3900  
P.O. Box 34996  
Seattle, WA 98124-4996

### **PORT OF SEATTLE:**

Seaport Property Management  
P. O. Box 1209  
Seattle, WA 98111-1209  
(206) 728-3071

### **WSDOT:**

Gerald L. Gallinger, Director  
Real Estate Services  
P.O. Box 47338  
Olympia, WA 98504-7338

6.2. All notices, requests, and other communications pertaining to the resolution of disputes, shall be in writing and shall be deemed to have been duly given when delivered in person or upon receipt after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, to the party to whom the same is so given or made, to the addresses set forth below, or to such other address as any party may designate by giving notice to the other parties hereto.

### **CITY OF SEATTLE:**

Larry Huggins  
Seattle Department of Transportation  
700 5th Avenue, Suite 3900  
P.O. Box 34996  
Seattle, WA 98124-4996



**PORT OF SEATTLE:**

Michael A. Kriston  
Marine Real Estate  
P. O. Box 1209  
Seattle, WA 98111-1209  
(206) 728-3071

**WSDOT:**

Gerald L. Gallinger, Director  
Real Estate Services  
P.O. Box 47338  
Olympia, WA 98504-7338

6.3. The Designated Representatives shall confer, as requested by the affected parties, to resolve disputes that arise under this Agreement. The Designated Representatives shall use their best efforts and exercise good faith to resolve such disputes.

6.4. In the event the Designated Representatives are unable to resolve the dispute, the following Second Tier Representative from each affected party shall confer and exercise good faith to resolve the dispute:

**CITY OF SEATTLE:**

Richard Miller, Director of Capital Projects and Roadway Structures  
Seattle Department of Transportation  
700 5th Avenue, Suite 3900  
P.O. Box 34996  
Seattle, WA 98124-4996

**PORT:**

Seaport Managing Director  
P. O. Box 1209  
Seattle, WA 98111  
(206) 728-3071

**WSDOT:**

Lorena Eng, Regional Administrator  
Northwest Region  
15700 Dayton Avenue North  
Seattle, WA 98133-9710

6.5. In the event the affected Second Tier Representatives are unable to resolve the dispute, the affected parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The parties shall then seek to mutually agree in writing upon the mediation process, who shall serve as the mediator, and the timeframe the parties are willing to discuss the disputed issue(s).

6.6. Each affected party shall bring to the mediation session, unless excused from doing so by the mediator, a representative from its side with full settlement authority. In addition, each party shall bring counsel and such other persons as needed to contribute to a resolution of the dispute. The mediation process is to be considered settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such conference from later discovery or use in evidence; Provided that any settlement executed by the parties shall not be considered confidential and may be disclosed. Each party shall pay its own costs for mediation and share equally in the cost of the mediator. The venue for the mediation shall be in Seattle, Washington, unless the parties mutually agree in writing to a different location.

6.7. If the affected parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then any party may institute a legal action in the County of Thurston, State of Washington, unless other venue is mutually agreed to in writing. The parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

**VII. ESCROW ACCOUNT.**

7.1. The parties agree that the STATE will establish an escrow account at Pacific Northwest Title Company, 215 Columbia Street, Seattle, WA 98104-1511 (the Escrow Company), within fifteen (15) days of the execution of this Agreement. The STATE will notify the CITY and the PORT of the escrow account number. The parties agree to cooperate in establishing mutually acceptable escrow instructions necessary to

accomplish the exchange of property and/or property rights contemplated in this Agreement.

7.2. The parties agree to place into escrow the following items:

(a) The CITY shall place into escrow fully executed Quitclaim Deeds conveying fee title to the STATE for the parcels identified in paragraphs 1.13 through 1.16, 1.18 through 1.20, 1.22 through 1.24, 1.26 and 1.27.

(b) The PORT shall place into escrow fully executed Quitclaim Deeds conveying fee title to the STATE for the parcels identified in paragraphs 1.2 through 1.5.

(c) The PORT shall place into escrow fully executed Easements granting certain rights to the STATE for the parcels identified in paragraphs 1.1 and 1.6 through 1.10.

(d) The PORT shall place into escrow fully executed Easements granting certain rights to the CITY for the parcels identified in paragraphs 1.11 and 1.12.

(e) The STATE shall deposit into the escrow account the escrow fees, plus recording costs.

(f) The STATE shall place into escrow fully executed Quitclaim Deeds conveying fee title to the CITY for the parcels identified in paragraphs 1.2 through 1.5, 1.17, 1.21 and 1.25, reserving certain rights from paragraph 1.2.

(g) The STATE shall place into escrow a fully executed Quitclaim Deed conveying fee title to the TRIBE for the parcel identified in paragraph 1.15.

(h) The STATE shall place into escrow fully executed Quitclaim Deeds conveying fee title to the PORT for the parcels identified in paragraphs 1.13 and 1.14.

(i) The STATE shall place into escrow fully executed Quitclaim Deeds conveying certain rights to the CITY for the parcels identified in paragraphs 1.1, and 1.7 through 1.10, reserving certain rights from paragraphs 1.1 and 1.8.

(j) The STATE shall place into escrow a fully executed Easement granting certain rights to the PORT for the parcel identified in paragraph 1.19.

7.3. The escrow closing shall be held and delivery of all items identified in paragraph 7.2 above shall be made at the Escrow Company, on or before June 30, 2005, or such other date as the parties may mutually agree in writing ("the Closing").

#### **VIII. MISCELLANEOUS.**

8.1. All Exhibits referenced herein are attached hereto and incorporated into this Agreement.

8.2. Conditions of Properties: To the best of each party's knowledge, the properties to be exchanged pursuant to this Agreement are in good condition and have no material, latent or apparent defects. Each party affirms that they have not intentionally or negligently withheld any material information concerning the condition of the properties including without limitation environmental matters. By execution of this Agreement, the parties hereto will be deemed to have approved the physical condition of the properties and agree to accept their condition "AS IS" without representation or warranties except as provided in this section.

8.3. This Agreement contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner other than by an agreement in writing signed by all parties hereto. The failure on the part of any party to enforce any covenant or provision herein contained, or any waiver of any right thereunder by another party, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of that party to enforce the same in the event of any subsequent breach or default.

8.4. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by any party except to the extent that the same are expressed in this Agreement.

8.5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Agreement are for convenience only, and shall have no effect on the construction or interpretation of any part hereof.

8.6. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such



invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.7. Except as provided in the Dispute Resolution paragraph, all notices, requests, and other communications that are required to be or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or upon receipt after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, to the party to whom the same is so given or made, to the addresses set forth below, or to such other address as any party may designate by giving notice to the other parties hereto.

**CITY OF SEATTLE:**

Larry Huggins  
Seattle Department of Transportation  
700 5th Avenue, Suite 3900  
P.O. Box 34996  
Seattle, WA 98124-4996

**PORT OF SEATTLE:**

Michael A. Kriston  
Marine Real Estate  
P. O. Box 1209  
Seattle, WA 98111-1209

**WSDOT:**

Washington State Department of Transportation  
Attn: Property Management Program Manager  
Maple Park at Jefferson  
P.O. Box 47338  
Olympia, WA 98504-7338

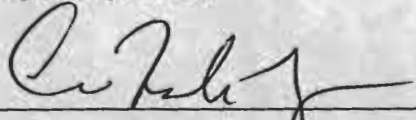
8.8. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of another party.

8.9. All parties agree that time is of the essence and agree to promptly initiate and diligently pursue until completion the obligations and responsibilities contained herein.

8.10. It is understood that this Agreement shall not be valid and binding until executed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

**CITY OF SEATTLE, a  
municipal corporation**

By: 

Its: Deputy Director

Date: 4-6-05

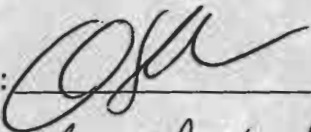
**STATE OF WASHINGTON  
Department of Transportation**

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

Gerald L. Gallinger  
Director, Real Estate Services

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

**THE PORT OF SEATTLE, a  
municipal corporation**

By: 

Its: Managing Director

Date: 7-25-05

APPROVED AS TO FORM

*Richard D. Saffron*  
Senior Port Counsel

Date: April 25, 2005

APPROVED AS TO FORM

*Judith B. DeBour*  
City Attorney

Date: April 5, 2005

APPROVED AS TO FORM

\_\_\_\_\_  
Senior Counsel  
Assistant Attorney General

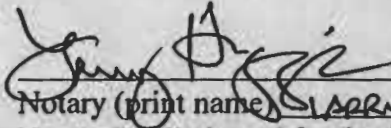
Date: \_\_\_\_\_

STATE OF WASHINGTON )  
 : ss.  
County of King )

On this 17<sup>th</sup> day of APRIL, 2005, before me personally appeared ANNE FISKE ZUNIGA, to me known to be the DEPUTY DIRECTOR of the City of Seattle, Washington who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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



  
Notary (print name) LARRY HUGGINS  
Notary Public in and for the State of Washington,  
residing at BEAVER  
My Appointment expires 03.02.07



STATE OF WASHINGTON            )  
  : ss.  
County of King                    )

On this 25<sup>th</sup> day of April, 2005, before me personally appeared Charles Sheldon, to me known to be the Managing Director, Seaport of The Port of Seattle, the municipal corporation which executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he/she was authorized to execute said instrument on behalf of said corporation.

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



Ruth L. Strawser  
Notary (print name) Ruth L. Strawser  
Notary Public in and for the State of Washington,  
residing at Des Moines  
My Appointment expires 2-4-2006

STATE OF WASHINGTON            )  
  : ss.  
County of Thurston            )

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me personally appeared Gerald L. Gallinger, Director, Real Estate Services, for the Washington State Department of Transportation, and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he was authorized to execute said instrument.

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

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

## EXHIBIT A

All that portion of the Duwamish Waterway lying within a strip of land 40 feet wide, being 20 feet wide, when measured at right angles to, on each side of the U Line survey of SR 99, Duwamish Waterway Vicinity, and bounded on the northeast and on the southwest by the Port of Seattle right of way margins of said Duwamish Waterway as located within those portions of Blocks 18, 25 and 31, including alleys, of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington;  
TOGETHER WITH those portions of Front Street, Michigan Avenue (Tronsen Place Southwest) and First Avenue (First Avenue Southwest) as dedicated in said plat, which lie within the Commercial Waterway (Duwamish Waterway);  
EXCEPT therefrom that portion of the above mentioned Duwamish Waterway lying above (skyward) an elevation of minus 39 feet, City of Seattle Datum.

The lands herein described contain an area of 20,462 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised March 4, 2005.

## EXHIBIT B

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at Highway Engineer's Station (hereinafter referred to as HES) A2 39+85.29 on the A2 Line survey of SR 99, Duwamish Waterway Vicinity; thence easterly to a point opposite said HES A2 39+85.29 and 30 feet easterly therefrom; thence easterly to a point opposite HES LS 405+95.61 on the LS Line survey of said Highway and 46.41 feet westerly therefrom; thence northeasterly to a point opposite HES LS 406+05.78 on said LS Line survey and 40 feet westerly therefrom; thence northerly parallel with said LS Line survey to a point opposite HES LS 406+74.66 thereon; thence westerly to a point opposite HES U1 15+89.62 on the U1 Line survey of said Highway and 15 feet easterly therefrom; thence southerly parallel with said U1 Line survey to a point opposite HES U1 15+99.62 thereon; thence westerly to HES A2 40+55.29 on the A2 Line survey of said Highway; thence southerly to the point of beginning.

### PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M., in King County, Washington.

The specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised March 4, 2005.



## EXHIBIT C

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at Highway Engineer's Station (hereinafter referred to as HES) A2 36+88.80 P.O.T. on the A2 Line survey of SR 99, Duwamish Waterway Vicinity; thence northerly along said A2 Line survey to HES A2 38+21; thence easterly to a point opposite said HES A2 38+21 and 30 feet easterly therefrom; thence southeasterly to a point opposite HES A2 37+64 on said A2 Line survey and 39 feet easterly therefrom; thence southeasterly to a point opposite HES WMN 37+60 on the WMN Line survey of said Highway and 35 feet northeasterly therefrom; thence southwesterly to the point of beginning.

### PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M., in King County, Washington.

The specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised March 4, 2005.

**EXHIBIT D**

**Lot C-2 of City of Seattle Lot Boundary Adjustment No. 2105579, recorded under King County Recording No. 20020507900018, being a portion of Block 21 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington.**

## EXHIBIT E

All that portion of the hereinafter described PARCEL "A" lying southerly and southwesterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) WM 45+00 on the WM Line survey of SR 99, Duwamish Waterway Vicinity, and 50 feet northeasterly therefrom;  
thence northwesterly parallel with said WM Line survey to a point opposite HES WM 50+33.15 thereon;  
thence northwesterly along the arc of a curve to the right having a radius of 95 feet to a point opposite HES WM 51+07.35 on said WM Line survey and 85.68 feet northerly therefrom;  
thence northwesterly along the arc of a curve to the right having a radius of 1551.89 feet to a point opposite HES WM 52+18.79 on said WM Line survey and 244.45 feet northerly therefrom;  
thence southwesterly to a point opposite HES WM 53+86.97 on said WM Line survey and 184.31 feet northerly therefrom and the end of this line description.

### PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M., in King County, Washington.

The specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised June 27, 2003.

## EXHIBIT F

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) LS 406+74.66 on the LS Line survey of SR 99, Duwamish Waterway Vicinity, and 40 feet westerly therefrom;  
thence northerly parallel with said LS Line survey to a point opposite HES LS 410+35 thereon;  
thence westerly to a point opposite said HES LS 410+35 and 106.09 feet westerly therefrom;  
thence northerly to a point opposite HES LS 415+00 on said LS Line survey and 98.77 feet westerly therefrom;  
thence easterly to a point opposite said HES LS 415+00 and 50 feet westerly therefrom;  
thence northerly to a point opposite HES LS 415+96.78 on said LS Line survey and 58.56 feet westerly therefrom;  
thence northerly to a point opposite HES LS 416+15.94 on said LS Line survey and 60.64 feet westerly therefrom, said point being on the northeasterly line of the Commercial Waterway (Duwamish Waterway);  
thence southeasterly along said northeasterly line of the Commercial Waterway (Duwamish Waterway) to a point opposite HES LS 414+47.41 on said LS Line survey and 170.92 feet easterly therefrom;  
thence southerly to a point opposite HES LS 413+49.76 on said LS Line survey and 176 feet easterly therefrom;  
thence easterly to a point opposite said HES LS 413+49.76 and 242.76 feet easterly therefrom;  
thence southerly to a point opposite HES LS 409+30 on said LS Line survey and 245.37 feet easterly therefrom;  
thence westerly to a point opposite said HES LS 409+30 and 190 feet easterly therefrom;  
thence southerly to a point opposite HES LS 408+06.52 on said LS Line survey and 191.72 feet easterly therefrom, said point being on the southwesterly line of the Commercial Waterway (Duwamish Waterway);  
thence southerly to a point opposite HES LS 406+64.95 on said LS Line survey and 186.45 feet easterly therefrom;  
thence westerly to a point opposite HES LS 406+74.66 on said LS Line survey and 40 feet westerly therefrom and the point of beginning.

### PARCEL "A"

That portion of Blocks 18, 25, 30 and 31, including alleys, Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington, TOGETHER WITH those portions of Front Street, Michigan Avenue (Tronson Place Southwest), Booth Place, and First Avenue South (First Avenue Southwest) as dedicated in said plat, which lie within the



EXHIBIT F  
(continued)

Commercial Waterway (Duwamish Waterway), southeasterly of the centerline of said Front Street;

and,

That portion of the Duwamish River lying within the Commercial Waterway (Duwamish Waterway) lying southeasterly of the centerline of Front Street and lying northerly of the south line of the northwest quarter of Section 29, Township 24 North, Range 4 East, W.M., in King County, Washington;

and,

That portion of Block 1, Portland and Puget Sound Railway Addition to the City of Seattle, according to the plat thereof recorded in Volume 5 of Plats, page 74, in King County, Washington, TOGETHER WITH that portion of Railway Avenue (Riverside Drive) which lies within the Commercial Waterway (Duwamish Waterway) lying northerly of the south line of the northwest quarter of Section 29, Township 24 North, Range 4 East, W.M., and easterly of the east margin of the First Avenue South Bridge;

and,

That portion of Government Lots 8 and 9 in Section 29, Township 24 North, Range 4 East, W.M., in King County, Washington, which lies within the Commercial Waterway (Duwamish Waterway) lying north of the south line of the northwest quarter of Section 29, Township 24 North, Range 4 East, W.M., in King County, Washington, and easterly of the east margin of the First Avenue South Bridge;

and,

That portion of the L.M. Collins Donation Land Claim No. 46 in the northwest quarter of Section 29, Township 24 North, Range 4 East, W.M., in King County, Washington, which lies within the Commercial Waterway (Duwamish Waterway) lying northerly of the south line of the northwest quarter of Section 29, Township 24 North, Range 4 East, W.M., and easterly of the east margin of the First Avenue South Bridge.

The lands herein described contain an area of 194,219 square feet, more or less, the specific details concerning all of which are to be found in those certain maps of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised March 4, 2005.

## EXHIBIT G

All that portion of the hereinafter described PARCEL "A" lying within a strip of land 10 feet wide, being 5 feet on each side of a center line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) U1 10+22.32 on the U1 Line survey of SR 99, Duwamish Waterway Vicinity, and 25 feet northwesterly therefrom; thence northwesterly along said center line on the arc of a curve to the right having a radius of 257.17 feet, a distance of 124.52 feet, to a point opposite HES U1 10+47.58 on said U1 Line survey and 145.70 feet northwesterly therefrom and the end of this center line description.

The boundary of the easterly edge of the said easement shall be lengthened or shortened to terminate on a line drawn 25 feet northwesterly, when measured at right angles from, the U1 Line survey.

### PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M., in King County, Washington.

The lands herein described contain an area of 1,245 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised March 4, 2005.

## EXHIBIT H

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at Highway Engineer's Station (hereinafter referred to as HES) U1 9+66.39 on the U1 Line survey of SR 99, Duwamish Waterway Vicinity, said point being on the southwesterly margin of the Duwamish Waterway (also shown as Port of Seattle R/W); thence northwesterly along said southwesterly margin of the Duwamish Waterway to a point opposite HES U 15+15.67 on the U Line survey of said Highway and 23.82 feet northwesterly therefrom;  
thence southwesterly to a point opposite HES U1 10+22.32 on said U1 Line survey and 25 feet northwesterly therefrom;  
thence southwesterly parallel with said U1 Line survey to a point opposite HES U1 10+40± thereon, said point being on the southwesterly line of Lot 27, Block 18, Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington;  
thence southeasterly along said southwesterly line to a point opposite HES U1 10+41± on said U1 Line survey and 20 feet northwesterly therefrom;  
thence southwesterly and southerly parallel with said U1 Line survey to a point opposite HES U1 15+99.62 thereon;  
thence easterly to a point opposite said HES U1 15+99.62 and 15 feet easterly therefrom;  
thence northerly parallel with said U1 Line survey to a point opposite HES U1 15+89.62 thereon;  
thence easterly to a point opposite said HES U1 15+89.62 and 20 feet easterly therefrom;  
thence northerly and northeasterly parallel with said U1 Line survey to a point opposite HES U1 9+71.50 thereon, said point being on the southwesterly margin of the Duwamish Waterway;  
thence northwesterly along said southwesterly margin of the Duwamish Waterway to HES U1 9+66.39 on said U1 Line survey and the point of beginning.

### PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M., in King County, Washington.

**EXHIBIT H**  
**(continued)**

The specific details concerning all of which are to be found in those certain maps of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised March 4, 2005.



## EXHIBIT I

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) A2 39+85.29 on the A2 Line survey of SR 99, Duwamish Waterway Vicinity, and 36 feet easterly therefrom;

thence easterly to a point opposite said HES A2 39+85.29 and 296± feet easterly therefrom, said point being on the easterly property boundary line of said PARCEL "A";

thence southerly along said easterly line a distance of 9 feet;

thence westerly to a point opposite HES A2 39+67.29 on said A2 Line survey and 36 feet easterly therefrom;

thence northerly to the point of beginning.

### PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M., in King County, Washington.

The lands herein described contain an area of 3,484 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised March 4, 2005.

## EXHIBIT J

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) A2 39+67.29 on the A2 Line survey of SR 99, Duwamish Waterway Vicinity, and 30 feet easterly therefrom;

thence easterly to a point opposite said HES A2 39+67.29 and 36 feet easterly therefrom; thence northerly parallel with said A2 Line survey to a point opposite HES A2 39+85.29 thereon;

thence westerly to a point opposite said HES A2 39+85.29 and 30 feet easterly therefrom; thence southerly to the point of beginning.

### PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M., in King County, Washington.

The lands herein described contain an area of 107 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised March 4, 2005.

## EXHIBIT K

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) A2 39+67.29 on the A2 Line survey of SR 99, Duwamish Waterway Vicinity, and 30 feet easterly therefrom;  
thence southerly parallel with said A2 Line survey to a point opposite HES A2 38+21 thereon;  
thence southeasterly to a point opposite HES A2 37+83 on said A2 Line survey and 36 feet easterly therefrom;  
thence northerly parallel with said A2 Line survey to a point opposite HES A2 38+12 thereon;  
thence northeasterly to a point opposite HES A2 38+24 on said A2 Line survey and 75 feet easterly therefrom;  
thence northerly parallel with said A2 Line survey to a point opposite HES A2 38+34 thereon;  
thence southwesterly to a point opposite HES A2 38+22 on said A2 Line survey and 36 feet easterly therefrom;  
thence northerly parallel with said A2 Line survey to a point opposite HES A2 39+67.29 thereon;  
thence westerly to the point of beginning.

### PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M., in King County, Washington.

The specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised March 4, 2005.

## EXHIBIT L

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) WM 48+97.60 on the WM Line survey of SR 99, Duwamish Waterway Vicinity, and 50 feet northerly therefrom;  
thence westerly parallel with said WM Line survey to a point opposite HES WM 50+33.15 thereon;  
northwesterly along the arc of a curve to the right having a radius of 95 feet to a point opposite HES WM 51+07.35 on said WM Line survey and 85.68 feet northerly therefrom;  
thence northwesterly along the arc of a curve to the right having a radius of 1551.89 feet to a point opposite HES WM 51+82.64 on said WM Line survey and 188.18 feet northerly therefrom;  
thence easterly to a point opposite HES WM 51+82.08 on said WM Line survey and 188.56 feet northerly therefrom;  
thence southeasterly to a point opposite HES WM 50+72.43 on said WM Line survey and 62.01 feet northerly therefrom;  
thence easterly to a point opposite HES WM 49+31.91 on said WM Line survey and 52.94 feet northerly therefrom;  
thence easterly to the point of beginning.

### PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M., in King County, Washington.

The specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised June 27, 2003.



## EXHIBIT M

All that portion of the hereinafter described PARCEL "A" lying northeasterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) WM 44+00 on the WM Line survey of SR 99, Duwamish Waterway Vicinity, and 50 feet northeasterly therefrom;  
thence northwesterly parallel with said WM Line survey to a point opposite HES WM 46+00 thereon and the end of this line description.

### PARCEL "A"

Block 22 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat recorded in Volume 13 of Plats, page 28, records of King County, Washington.

The specific details concerning all of which may be found on sheet 11 of that certain plan entitled SR 99, Duwamish Waterway Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 7, 1994, revised June 27, 2003.

## EXHIBIT N

All that portion of the hereinafter described PARCEL "A" lying westerly and northeasterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) A2 40+55.29 on the A2 Line survey of SR 99, Duwamish Waterway Vicinity, and 30 feet westerly therefrom; thence southerly parallel with said A2 Line survey to a point opposite HES A2 38+10 thereon; thence southwesterly to a point opposite HES WM 38+86 on the WM Line survey of said Highway and 65 feet northeasterly therefrom; thence northwesterly to a point opposite HES WM 39+77 on said WM Line survey and 50 feet northeasterly therefrom; thence northwesterly parallel with said WM Line survey to a point opposite HES WM 44+00 thereon and the end of this line description.

### PARCEL "A"

Blocks 20 and 21 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat recorded in Volume 13 of Plats, page 28, records of King County, Washington;

TOGETHER WITH a portion of the alley as platted in said Block 20, which upon vacation attached to said premises by operation of law, as provided by Ordinance No. \_\_\_\_\_ of the City of Seattle;

TOGETHER WITH a portion of the alley as platted in said Block 21, which upon vacation attached to said premises by operation of law, as provided by Ordinance No. \_\_\_\_\_ of the City of Seattle;

TOGETHER WITH a portion of Third Avenue South (platted as St. Clair Ave.) as platted between said Blocks 20 and 21, which upon vacation attached to said premises by operation of law, as provided by Ordinance No. \_\_\_\_\_ of the City of Seattle;

EXCEPTING FROM THE ABOVE, Parcels C-1 and C-2 of Lot Boundary Adjustment Number 2105579, as recorded under King County Auditor's File No. 20020507900018.

The specific details concerning all of which may be found on sheets 5 and 11 of that certain plan entitled SR 99, Duwamish Waterway Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 7, 1994, revised March 4, 2005 and June 27, 2003, respectively.

## EXHIBIT O

### ***WSDOT legal description:***

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) LS 416+91.86 on the LS Line survey of SR 99, Duwamish Waterway Vicinity, and 170.02 feet easterly therefrom, being a point on the easterly line of said Highway, and said point also being the south line of the railroad franchise noted in City of Seattle Ordinance No. 92564;

thence southeasterly along said south line as noted in said ordinance, to a point opposite HES LS 416+74.35 on said LS Line survey and 302.88 feet easterly therefrom, said point being on the northwesterly margin of S. River St.;

thence southwesterly along said northwesterly margin of S. River St. to a point opposite HES LS 415+91.24 on said LS Line survey and 210.14 feet easterly therefrom;

thence westerly along said northwesterly margin of S. River St. to a point opposite HES LS 415+82.17 on said LS Line survey and 185.41 feet easterly therefrom;

thence westerly along the northerly margin of S. River St. to a point opposite HES LS 415+77.09 on said LS Line survey and 168.10 feet easterly therefrom, being a point on the easterly line of said Highway;

thence northerly to the point of beginning.

### PARCEL "A"

Lots 11, 12, 13, 14, 15 and 16, Block 17, Plat of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington;

TOGETHER WITH the alley, which upon vacation attached to said premises by operation of law, as provided by Ordinance No. \_\_\_\_\_ of the City of Seattle.

### ***Legal description shown as Exhibit D in GCA 10107, between WSDOT and the Muckleshoot Indian Tribe, dated August 4, 1994:***

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) LS 416+91.86 on the LS Survey line of SR 99, MP 25.96 to MP 27.18, Duwamish Waterway Vicinity in King County, WA, page 6 of 11 pages as approved January 7, 1994, said point being 170.02 feet easterly of said LS Survey line; thence southeasterly to a point opposite HES LS 416+87.38 and 188.62 feet easterly therefrom; thence along a curve to the left having a radius of 469.00 feet, an arc distance of 115.29 feet to a point opposite HES LS 416+74.35 and 302.88 feet easterly therefrom; thence southwesterly to

EXHIBIT O  
(continued)

a point opposite HES LS 415+91.24 and 210.14 feet easterly therefrom; thence along a curve to the right having a radius of 200.00 feet, an arc distance of 26.36 feet to a point opposite HES LS 415+82.17 and 185.41 feet easterly therefrom; thence westerly to a point opposite HES LS 415+77.09 and 168.10 feet easterly therefrom; thence northerly to a point opposite HES LS 416+91.86 and 170.02 feet easterly therefrom, said point being the point of beginning.

*Both the foregoing legal descriptions refer to the same and identical tract of land.*

The specific details concerning all of which may be found on sheet 6 of that certain plan entitled SR 99, Duwamish Waterway Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 7, 1994, revised March 4, 2005.



## EXHIBIT P

All that portion of the hereinafter described PARCEL "A" lying southerly of a line drawn 66.8 feet northerly of the north line of the northeast quarter of the southeast quarter of Section 30, Township 24 North, Range 4 East, W.M., in King County, Washington.

### PARCEL "A"

Those portions of Blocks 21 and 22 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington;

TOGETHER WITH SW Myrtle Street (platted as Ohio Street), Fourth Ave. S.W. (platted as Erie Avenue), and the alleys as platted in said blocks, which upon vacation would attach to said premises by operation of law;

and,

Block 2 and that portion of Block 3 of Seaport Addition to the City of Seattle, according to the plat thereof recorded in Volume 19 of Plats, page 60, in King County, Washington;

TOGETHER WITH SW Myrtle Street (platted as West Myrtle Street), Fourth Ave. S.W., Third Ave. S.W., and the alleys as platted in said blocks, which upon vacation would attach to said premises by operation of law;

and,

A portion of the northeast quarter of the southeast quarter of Section 30, Township 24 North, Range 4 East, W.M., in King County, Washington; all of which lie within the following described tract:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) A2 30+00 on the A2 Line survey of SR 99, Duwamish Waterway Vicinity, and 50 feet westerly therefrom;

thence southwesterly to a point opposite HES A4 11+65.66 on the A4 Line survey of said Highway and 50 feet northeasterly therefrom;

thence northwesterly parallel with said A4 Line survey to a point opposite HES A4 18+35.54 thereon, said point lying on the west margin of Fourth Ave. S.W. as platted in Seaport Addition to the City of Seattle, according to the plat thereof recorded in Volume 19 of Plats, page 60, in King County, Washington;

thence northerly along said west margin to the southeast corner of the land condemned under City of Seattle Ordinance No. 83250;

thence northwesterly along the southwesterly margin to the west corner of the land condemned under said Ordinance No. 83250, said point lying on the south margin of West Myrtle Street as platted in said Seaport Addition to the City of Seattle;

EXHIBIT P  
(continued)

thence westerly along the south margin of said West Myrtle Street to a point opposite HES A4 21+82.25 on said A4 Line survey and 30.70 feet northeasterly therefrom;  
thence northeasterly to a point opposite HES A4 22+07 on said A4 Line survey and 106.45 feet northeasterly therefrom;  
thence northwesterly to a point opposite HES A4 23+41.42 on said A4 Line survey and 138.69 feet northeasterly therefrom;  
thence northwesterly to a point opposite HES WM 48+00 on the WM Line survey of said Highway and 90 feet southerly therefrom;  
thence southeasterly parallel with said WM Line survey to a point opposite HES WM 45+00 thereon;  
thence northeasterly to a point opposite HES WM 44+50 on said WM Line survey and 70 feet southwestly therefrom;  
thence southeasterly to a point opposite HES A2 36+29.41 on the A2 Line survey of said Highway and 50 feet westerly therefrom;  
thence southerly to the point of beginning.

The specific details concerning all of which may be found on sheet 10 of that certain plan entitled SR 99, Duwamish Waterway Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 7, 1994, revised February 12, 1999.

## EXHIBIT Q

All that portion of the hereinafter described PARCEL "A" lying northerly of a line drawn 66.8 feet northerly of the north line of the northeast quarter of the southeast quarter of Section 30, Township 24 North, Range 4 East, W.M., in King County, Washington.

### PARCEL "A"

Those portions of Blocks 21 and 22 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington;

TOGETHER WITH SW Myrtle Street (platted as Ohio Street), Fourth Ave. S.W. (platted as Erie Avenue), and the alleys as platted in said blocks, which upon vacation would attach to said premises by operation of law;

and,

Block 2 and that portion of Block 3 of Seaport Addition to the City of Seattle, according to the plat thereof recorded in Volume 19 of Plats, page 60, in King County, Washington;

TOGETHER WITH SW Myrtle Street (platted as West Myrtle Street), Fourth Ave. S.W., Third Ave. S.W., and the alleys as platted in said blocks, which upon vacation would attach to said premises by operation of law;

and,

A portion of the northeast quarter of the southeast quarter of Section 30, Township 24 North, Range 4 East, W.M., in King County, Washington; all of which lie within the following described tract:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) A2 30+00 on the A2 Line survey of SR 99, Duwamish Waterway Vicinity, and 50 feet westerly therefrom;

thence southwesterly to a point opposite HES A4 11+65.66 on the A4 Line survey of said Highway and 50 feet northeasterly therefrom;

thence northwesterly parallel with said A4 Line survey to a point opposite HES A4 18+35.54 thereon, said point lying on the west margin of Fourth Ave. S.W. as platted in Seaport Addition to the City of Seattle, according to the plat thereof recorded in Volume 19 of Plats, page 60, in King County, Washington;

thence northerly along said west margin to the southeast corner of the land condemned under City of Seattle Ordinance No. 83250;

thence northwesterly along the southwesterly margin to the west corner of the land condemned under said Ordinance No. 83250, said point lying on the south margin of West Myrtle Street as platted in said Seaport Addition to the City of Seattle;

EXHIBIT Q  
(continued)

thence westerly along the south margin of said West Myrtle Street to a point opposite HES A4 21+82.25 on said A4 Line survey and 30.70 feet northeasterly therefrom;  
thence northeasterly to a point opposite HES A4 22+07 on said A4 Line survey and 106.45 feet northeasterly therefrom;  
thence northwesterly to a point opposite HES A4 23+41.42 on said A4 Line survey and 138.69 feet northeasterly therefrom;  
thence northwesterly to a point opposite HES WM 48+00 on the WM Line survey of said Highway and 90 feet southerly therefrom;  
thence southeasterly parallel with said WM Line survey to a point opposite HES WM 45+00 thereon;  
thence northeasterly to a point opposite HES WM 44+50 on said WM Line survey and 70 feet southwestly therefrom;  
thence southeasterly to a point opposite HES A2 36+29.41 on the A2 Line survey of said Highway and 50 feet westerly therefrom;  
thence southerly to the point of beginning.

The specific details concerning all of which may be found on sheets 5, 10 and 11 of that certain plan entitled SR 99, Duwamish Waterway Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 7, 1994, revised March 4, 2005, February 12, 1999 and June 27, 2003, respectively.



## EXHIBIT R

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) A4 21+82.25 on the A4 Line survey of SR 99, Duwamish Waterway Vicinity, and 30.70 feet northeasterly therefrom;  
thence northwesterly to a point opposite HES A4 23+00 on said A4 Line survey and 50 feet northeasterly therefrom;  
thence northwesterly to a point opposite HES A4 23+83.04 on said A4 Line survey and 86.45 feet northeasterly therefrom;  
thence northeasterly to a point opposite HES WM 48+00 on the WM Line survey of said Highway and 90 feet southerly therefrom;  
thence southeasterly to a point opposite HES A4 23+41.42 on the A4 Line survey of said Highway and 138.69 feet northeasterly therefrom;  
thence southeasterly to a point opposite HES A4 22+07 on said A4 Line survey and 106.45 feet northeasterly therefrom;  
thence southwesterly to the point of beginning.

### PARCEL "A"

Block 22 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington;

TOGETHER WITH a portion of SW Myrtle Street (platted as Ohio Street) and the alley as platted in said block, which upon vacation would attach to said premises by operation of law;

TOGETHER WITH a portion of SW Myrtle Street (platted as West Myrtle Street), in Seaport Addition to the City of Seattle, according to the plat thereof recorded in Volume 19 of Plats, page 60, in King County, Washington, which upon vacation would attach to said premises by operation of law.

The specific details concerning all of which may be found on sheet 11 of that certain plan entitled SR 99, Duwamish Waterway Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 7, 1994, revised June 27, 2003.

## EXHIBIT S

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) LS 410+51.69 on the LS Line survey of SR 99, Duwamish Waterway Vicinity, and 141.51 feet northwesterly therefrom;  
thence southwesterly to a point opposite HES LS 410+11.11 on said LS Line survey and 165.63 feet northwesterly therefrom;  
thence southeasterly to a point opposite HES LS 409+12.83 on said LS Line survey and 80 feet northwesterly therefrom;  
thence northeasterly parallel with said LS Line survey to a point opposite HES 409+73.72 thereon;  
thence northwesterly to a point opposite HES LS 410+03.93 on said LS Line survey and 106.32 feet northwesterly therefrom;  
thence northeasterly to a point opposite HES LS 410+20.98 on said LS Line survey and 99.30 feet northwesterly therefrom;  
thence northwesterly to the point of beginning.

### PARCEL "A"

Block 31 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington;  
TOGETHER WITH First Avenue South, which upon vacation attached to said premises by operation of law, as provided by Ordinance No. 94862 of the City of Seattle;  
EXCEPT that portion acquired by Commercial Waterway District No. 1 for Duwamish Waterway.

The lands herein described contain an area of 5,166 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised March 4, 2005.

## EXHIBIT T

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) A2 39+85.29 on the A2 Line survey of SR 99, Duwamish Waterway Vicinity, and 296± feet easterly therefrom, said point being on the centerline of vacated First Avenue South as vacated under City of Seattle Ordinance No. 93673;  
thence easterly to a point opposite HES LS 405+95.61 on the LS Line survey of said Highway and 46.41 feet northwesterly therefrom;  
thence southwesterly to a point opposite HES LS 405+60.32 on said LS Line survey and 69.30 feet northwesterly therefrom;  
thence southwesterly to a point opposite HES LS 402+97 on said LS Line survey and 124 feet westerly therefrom;  
thence northwesterly to a point opposite HES WMN 35+91.71 on the WMN Line survey of said Highway and 61.53 feet northeasterly therefrom;  
thence northwesterly to a point opposite HES WMN 36+59.54 on said WMN Line survey and 54.85 feet northeasterly therefrom;  
thence southwesterly to a point opposite HES WMN 36+91.71 on said WMN Line survey and 35 feet northeasterly therefrom;  
thence northwesterly parallel with said WMN Line survey to a point opposite HES WMN 37+60 thereon;  
thence northwesterly along a line (that extends from HES WMN 37+60 on said WMN Line survey and 35 feet northeasterly therefrom to a point opposite HES A2 37+64 on the A2 Line survey of said Highway and 39 feet easterly therefrom) to the south line of Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20030211900004;  
thence easterly and northerly along said boundary of Parcel A to the point of beginning.

### PARCEL "A"

Block 32 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington;

TOGETHER WITH First Avenue South, which upon vacation attached to said premises by operation of law, as provided by Ordinance No. 94862 of the City of Seattle;

TOGETHER WITH SW Myrtle Street (platted as Ohio Street), which upon vacation attached to said premises by operation of law, as provided by Ordinance No. \_\_\_\_\_ of the City of Seattle;

TOGETHER WITH SW Myrtle Street (platted as Ohio Street) adjoining Block 19 of said

EXHIBIT T  
(continued)

Joseph R. McLaughlin's Water Front Addition to the City of Seattle, which upon vacation attached to said premises by operation of law, as provided by Ordinance No. \_\_\_\_\_ of the City of Seattle;

and,

Blocks 4 and 5 of Seaport Addition to the City of Seattle, according to the plat thereof recorded in Volume 19 of Plats, page 60, in King County, Washington;

TOGETHER WITH SW Myrtle Street (platted as West Myrtle Street), which upon vacation attached to said premises by operation of law, as provided by Ordinance No. \_\_\_\_\_ of the City of Seattle;

TOGETHER WITH First Avenue South, which upon vacation attached to said premises by operation of law, as provided by Ordinance No. \_\_\_\_\_ of the City of Seattle.

The specific details concerning all of which may be found on sheet 5 of that certain plan entitled SR 99, Duwamish Waterway Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 7, 1994, revised March 4, 2005.



## EXHIBIT U

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) LS 410+55.12 on the LS Line survey of SR 99, Duwamish Waterway Vicinity, and 139.47 feet northwesterly therefrom, said point being on the southwesterly margin of the Duwamish Waterway (also shown as Port of Seattle R/W);  
thence southwesterly to a point opposite HES LS 410+51.69 on said LS Line survey and 141.51 feet northwesterly therefrom;  
thence southeasterly to a point opposite HES LS 410+20.98 on said LS Line survey and 99.30 feet northwesterly therefrom;  
thence southwesterly to a point opposite HES LS 410+03.93 on said LS Line survey and 106.32 feet northwesterly therefrom;  
thence southeasterly to a point opposite HES LS 409+73.72 on said LS Line survey and 80 feet northwesterly therefrom;  
thence southeasterly to a point opposite HES LS 409+27.81 on said LS Line survey and 40 feet northwesterly therefrom;  
thence northeasterly parallel with said LS Line survey to a point opposite HES LS 409+82.75 thereon, said point being on the southwesterly margin of the Duwamish Waterway (also shown as Port of Seattle R/W);  
thence northwesterly along said southwesterly margin to the point of beginning.

### PARCEL "A"

Block 31 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; TOGETHER WITH First Avenue South, which upon vacation attached to said premises by operation of law, as provided by Ordinance No. 94862 of the City of Seattle; EXCEPT that portion acquired by Commercial Waterway District No. 1 for Duwamish Waterway.

The specific details concerning all of which may be found on sheets 5 and 6 of that certain plan entitled SR 99, Duwamish Waterway Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 7, 1994, revised March 4, 2005.

## EXHIBIT V

All that portion of the hereinafter described PARCEL "A" lying northerly, northeasterly and southeasterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) WM 12+39.95 on the WM Line survey of SR 99, Duwamish Waterway Vicinity, and 212.30 feet northeasterly therefrom; thence westerly to a point opposite HES WM 13+22.33 on said WM Line survey and 99.52 feet northeasterly therefrom; thence northwesterly along the arc of a curve to the right having a radius of 2461.53 feet an arc distance of 318.75 feet to a point opposite HES WM 16+50 on said WM Line survey and 73.38 feet northeasterly therefrom; thence northeasterly to a point opposite said HES WM 16+50 and 103.38 feet northeasterly therefrom and the end of this line description.

### PARCEL "A"

That portion of the following described tract of land:

Beginning at the southeast corner of Government Lot 16, Section 29, Township 24 North, Range 4 East, W.M., in King County, Washington;  
thence North 02°27'08" East 1,520.75 feet to the True Point of Beginning;  
thence South 69°55'49" West to the northeasterly line of West Marginal Way;  
thence southeasterly along said northeasterly line to a point which bears South 02°27'08" West from the True Point of Beginning;  
thence North 02°27'08" East to the True Point of Beginning, which lies within the limits of the following description:

Beginning at the intersection of the northeasterly margin of West Marginal Way with the west margin of 2nd Avenue South, as it existed on August 17, 1953;  
thence northerly along said west margin a distance of 247.00 feet;  
thence westerly at right angles to said west margin of 2nd Avenue South a distance of 58.80 feet;  
thence northwesterly along the arc of a curve to the right having a radius of 2,431.53 feet a distance of 566.84 feet to a point in the northwesterly line of said tract, said point being 187.16 feet distant measured northeasterly along said northwesterly line from its intersection with said northeasterly margin of West Marginal Way;  
thence southwesterly a distance of 187.16 feet along said line to its intersection with said northeasterly margin of West Marginal Way;  
thence southeasterly along said northeasterly margin a distance of 853.40 feet to the point of beginning.

**EXHIBIT V**  
**(continued)**

The specific details concerning all of which may be found on sheets 2 and 3 of that certain plan entitled SR 99, Duwamish Waterway Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 7, 1994, revised May 17, 2002 and June 30, 1995, respectively.

## EXHIBIT W

All that portion of the hereinafter described PARCEL "A" lying easterly and southerly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) LS 420+26.66 on the LS Line survey of SR 99, Duwamish Waterway Vicinity, and 122.33 feet easterly therefrom;  
thence northerly to a point opposite HES LS 423+51.80 on said LS Line survey and 104.14 feet easterly therefrom;  
thence easterly to a point opposite HES LS 423+51.77 on said LS Line survey and 242.18 feet easterly therefrom, and the end of this line description.

### PARCEL "A"

Lots 14 through 21, inclusive, in Block 1 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington;  
TOGETHER with the west half of the alley in said Block 1, which upon vacation attached to said premises by operation of law, as provided by Ordinance No. \_\_\_\_\_ of the City of Seattle.

The specific details concerning all of which may be found on sheet 7 of that certain plan entitled SR 99, Duwamish Waterway Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 7, 1994, revised May 17, 2002.



## EXHIBIT X

All that portion of the hereinafter described PARCEL "A" lying within a tract of beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) B 16+06.81 on the B Line survey of SR 99, Duwamish Waterway Vicinity, and 37.73 feet easterly therefrom, being a point on the easterly line of said Highway, and said point also being the south line of the railroad franchise noted in City of Seattle Ordinance No. 92564;

thence northerly to a point opposite HES B 16+79.93 on said B Line survey and 39.31 feet easterly therefrom;

thence northeasterly along a curve to the right having a radius of 82.18 feet to a point on the center of the alley as platted in Block 17 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle;

thence southerly along the alley center to a point on the south line of Lot 18 of said Block 17, projected westerly;

thence easterly along the south line of Lot 18 projected and Lot 18, to the southeast corner of said Lot 18;

thence southerly to a point opposite HES LS 416+88.08 on the LS Line survey of said Highway, and 318.14 feet easterly therefrom;

thence southwesterly to a point opposite HES LS 416+74.35 on said LS Line survey and 302.88 feet easterly therefrom, said point being the south line of the railroad franchise noted in City of Seattle Ordinance No. 92564;

thence northwesterly along said south line as noted in said ordinance to the point of beginning.

### PARCEL "A"

Lots 8 through 11, inclusive, and Lots 15 through 17, inclusive, in Block 17 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington;

TOGETHER with the alley adjoining Lots 10 and 17 and Lots 11 and 16, in said Block 17, which upon vacation attached to said premises by operation of law, as provided by Ordinance No. \_\_\_\_\_ of the City of Seattle;

TOGETHER with the west half of the alley lying between Lots 8 and 19 and Lots 9 and 18 in said Block 17, which upon vacation attached to said premises by operation of law, as provided by Ordinance No. \_\_\_\_\_ of the City of Seattle;

The specific details concerning all of which may be found on sheet 6 of that certain plan entitled SR 99, Duwamish Waterway Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 7, 1994, revised March 4, 2005.

## EXHIBIT Y

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) LS 406+74.66 on the LS Line survey of SR 99, Duwamish Waterway Vicinity, and 40 feet northwesterly therefrom;  
thence northeasterly parallel with said LS Line survey to a point opposite HES LS 409+27.81 thereon;  
thence northwesterly to a point opposite HES LS 409+73.72 on said LS Line survey and 80 feet northwesterly therefrom;  
thence southwesterly parallel with said LS Line survey to a point opposite HES LS 406+71.31 thereon;  
thence easterly to the point of beginning.

### PARCEL "A"

Blocks 31 and 32 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington;  
TOGETHER WITH SW Peninsula Place (platted as Peninsula Place), which upon vacation attached to said premises by operation of law, as provided by Ordinance No. 94862 of the City of Seattle;  
EXCEPT that portion acquired by Commercial Waterway District No. 1 for Duwamish Waterway.

The specific details concerning all of which may be found on sheet 5 of that certain plan entitled SR 99, Duwamish Waterway Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 7, 1994, revised March 4, 2005.

## EXHIBIT Z

All that portion of the hereinafter described PARCEL "A" lying easterly and southeasterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) B 17+42.59 on the B Line survey of SR 99, Duwamish Waterway Vicinity, and 61.17 feet southeasterly therefrom;  
thence northeasterly along the arc of a curve to the left having a radius of 93 feet an arc distance of 128.82 feet to a point opposite HES B 18+79.64 on said B Line survey and 26.70 feet southeasterly therefrom;  
thence northeasterly along the arc of a curve to the right having a radius of 257.79 feet an arc distance of 81.37 feet to a point opposite HES B 19+69.80 on said B Line survey and 26.79 feet southeasterly therefrom;  
thence northeasterly to a point opposite HES B 19+80.71 on said B Line survey and 26.76 feet southeasterly therefrom, and the end of this line description.

### PARCEL "A"

Lots 1 through 6, inclusive, in Block 17 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington;  
TOGETHER with the north (northwest) half of the alley in said Block 17, which upon vacation attached to said premises by operation of law, as provided by Ordinance No. \_\_\_\_\_ of the City of Seattle.

The specific details concerning all of which may be found on sheets 6 and 7 of that certain plan entitled SR 99, Duwamish Waterway Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 7, 1994, revised March 4, 2005 and May 17, 2002, respectively.

## EXHIBIT AA

All that portion of the hereinafter described PARCEL "A" lying southwesterly, westerly and northerly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) LS 410+11.11 on the LS Line survey of SR 99, Duwamish Waterway Vicinity, and 165.63 feet northwesterly therefrom;  
thence southeasterly to a point opposite HES LS 409+12.83 on said LS Line survey and 80 feet northwesterly therefrom;  
thence southwesterly parallel with said LS Line survey to a point opposite HES LS 406+71.31 thereon;  
thence westerly to a point opposite HES U1 15+89.62 on the U1 Line survey of said Highway and 20 feet easterly therefrom and the end of this line description.

### PARCEL "A"

Blocks 31 and 32 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington;

TOGETHER WITH the east half and southeast half of First Avenue S. and all of SW Peninsula Place (platted as Peninsula Place), which upon vacation attached to said premises by operation of law, as provided by Ordinance Nos. 93673 and 94862 of the City of Seattle;

EXCEPT that portion acquired by Commercial Waterway District No. 1 for Duwamish Waterway.

The specific details concerning all of which may be found on sheets 5 and 6 of that certain plan entitled SR 99, Duwamish Waterway Vicinity, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval January 7, 1994, revised March 4, 2005.



A G R E E M E N T    **ATTACHMENT 1**

This Memorandum of Agreement is made and entered into this 10<sup>th</sup> day of March, 1953, by the State Director of Highways, acting for and in behalf of the State of Washington, First Party, and the City Engineer, acting for and in behalf of the City of Seattle, Second Party, in respect to the acquisition and condemnation of right-of-way for the First Avenue South Bridges and Approaches southerly of East Marginal Way and northerly of West Marginal Way, as follows:

1. The State of Washington hereby designates the City of Seattle as its agent to acquire by negotiation and/or condemnation under applicable sections Chapter 8.12, Revised Code of Washington, the necessary right-of-way for the 1st Avenue South Bridges and Approaches southerly of East Marginal Way and northerly of West Marginal Way.
2. That within the above described limits, the acquisition of right-of-way shall be based on the ultimate contemplated development of the First Avenue South Bridges and Approaches.
3. That the City of Seattle shall prepare a plan showing the necessary property to be acquired for right-of-way purposes, including property previously acquired by the City of Seattle, and this plan shall be approved by the State before further purchase or condemnation action is started.
4. That upon approval of the plan mentioned under (3) above, the City of Seattle shall proceed with negotiations for purchase or Condemnation Action, whichever appears to be most advantageous. In the case of purchase, results of negotiations shall be submitted to the State for approval before purchase is consummated, except as provided in Par. 7 herein.
5. That the necessary right-of-way shall be acquired in the name of the City of Seattle and title shall remain in the City as street property.
6. That the cost of acquiring the necessary right-of-way shall be shared as follows:

# ATTACHMENT 1

a. The City of Seattle shall advance and pay the entire cost of acquiring all necessary right-of-way and the State of Washington shall reimburse the City of Seattle monthly upon receipt of vouchers duly approved by the City Engineer for the cost of said right-of-way except that the State shall not be required to pay for any of said costs specified in Par. (b) of this section.

b. The City of Seattle shall assume and pay for the following services in connection with the acquiring of right-of-way:

- (1) Engineering Services.
- (2) Legal Services.
- (3) Appraisals.
- (4) Filing Fees.
- (5) Publication of Legal Notices.
- (6) Printing of Summons and Service of Same.
- (7) Maps, Charts and duplication of same.
- (8) Court Costs.
- (9) Interest on Awards.
- (10) Other costs incidental to negotiations for purchase or condemnation action.

7. In anticipation of the construction of the First Avenue South Bridges and Approaches, the City of Seattle has heretofore acquired certain properties specifically for right-of-way as they became available and it is agreed that the State of Washington shall reimburse the City of Seattle for the actual purchase price paid for these properties.

8. This agreement is separate and apart from the Agreement entered into on August 18, 1952 in respect to Engineering Design Services and Costs.

In Witness Whereof the parties hereto have, pursuant to Ordinance No. 81826 executed this agreement on the day and year first above written.

By W. W. [Signature]  
 Director of Highways  
 First Party

By J. C. [Signature]  
 City Engineer  
 Second Party

11 Jan Feb 53  
[Signature]

# ATTACHMENT 2

JUL 18 1978



Seattle  
Engineering Department

Paul A. Waltra, City Engineer  
Charles Froyer, Mayor

April 24, 1978

Re: Permit To Use Land Adjacent  
To First Avenue South Bridge

State of Washington  
Department of Transportation  
7300 Perimeter Road South  
Seattle, Washington

RECEIVED

JUN 06 1978

PROP. ACQ. & MGT.

Attention Mr. Wally Edwards

Gentlemen:

By copy of a letter to Mr. Henry Jansen, President of Lynden Transport, and dated January 4, 1978, you were advised of a City of Seattle permit for the use and occupation of public area adjacent to the First Avenue South Bridge. The area of authorized use amounted to 206,950 square feet, with fees of \$20,695.00 being specified for the initial period of September, 1977, through August, 1978. Subsequent renewals under the present effective fee schedule will be \$31,042.50.

Title to the area of permitted use rests with the City although our records indicate that the State shared in acquisition costs in accordance with an agreement between the City and the State. According to information provided by your personnel, State statute requires revenue derived from jointly acquired lands to be shared in the same proportion as purchase costs were shared. The agreement between the City and the State included the proviso that the State would reimburse the City for actual purchase and condemnation award costs incurred (ie: compensation to property owners), while the City would bear all related negotiation, court and administrative costs. Unfortunately, with the passage of some 25 years, we have been unable to document our costs.

We therefore submit to you for consideration and approval the proposal that a basic 70% - 30% division would seem a reasonable estimate of direct versus indirect costs encountered during acquisition. We also propose that it would be equitable to allow an additional 10% the first year and 5% thereafter to cover the City administration of the permit. A breakdown of the above proposed distribution of fees is outlined as follows on page 2.

# ATTACHMENT 2

State of Washington  
Department of Transportation

2

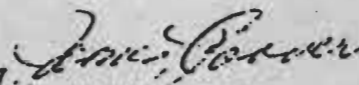
April 24, 1978

	\$20,695.00	=	1st year's permit fee
Less	\$ 5,546.75	=	10¢ square foot for City streets which previously lay within the site.
	<u>\$15,148.25</u>	=	Total fee for jointly acquired land.
	\$10,603.78	=	70% of above
Less	\$ <u>1,514.83</u>	=	10% for administration
	\$ 9,088.95	=	State Share
	\$31,042.50	=	Renewal fee
Less	\$ 8,320.13	=	15¢ square foot for City streets which previously lay within site.
	<u>\$22,722.37</u>	=	Total fee for jointly acquired land.
	\$15,905.66	=	70% of above
Less	\$ <u>1,136.12</u>	=	5% for administration
	\$14,769.54	=	State Share

Please advise us if the permit and fee distribution meets your approval. Upon receipt of your concurrence, we will forward to you the initial sum of \$9,088.95.

Very truly yours, :

PAUL A. WIATRAK, P.E.  
City Engineer

By   
J. J. COOVER, P.E.  
Franchises & Utilities  
Street Use Supervisor

JK:mmv

Enc.

cc: Board of Public Works  
R. J. Anderson



# ATTACHMENT 3



WASHINGTON  
Dixy Lee Ray  
Governor

Would you indicate your approval of the attached proposal from the City of Seattle Engineering Department to the Washington State Department of Transportation dated April 24, 1978, requesting Washington State Department of Transportation's approval of a 70%-30% revenue split on land adjacent to the SR 509, First Avenue South Bridge.

APPROVED:

20 July 1978.

By: Craig Adams

Craig Adams  
Assistant Attorney General

July 24 1978.

By: Keith L. Densley

Keith L. Densley  
Chief Right of Way Agent

# ABC-LEGAL MESSENGERS, INC.

<b>SEATTLE</b> 601 THIRD AVE. SEATTLE, WA 98104 PH: 623-8771 682-1675 1-800-736-7295 FAX: 206-625-9247	<b>TACOMA</b> 943 TACOMA AVE. SO. TACOMA, WA 98403 PH: 383-1791 1-800-738-7250 FAX: 206-272-9359	<b>BELLEVUE</b> 126 107TH N.E. BELLEVUE, WA PH: 455-0102 FAX: 206-455-3153	<b>EVERETT</b> 2927 ROCKEFELLER EVERETT, WA 98201 PH: 258-4591 1-800-869-7785 FAX: 206-252-9322	<b>OLYMPIA</b> 119 WEST LEGION WAY OLYMPIA, WA 98501 PH: 754-8595 1-800-828-0199 FAX: 206-357-3302	<b>VANCOUVER</b> 1510 COLUMBIA ST. VANCOUVER, WA 98660 PH: 695-3654 1-800-723-4828 FAX: 206-695-3894
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<b>MESSENGER</b>	FIRM NAME	PHONE	EXT.#	ATTORNEY
<b>SERVICE LAST DAY</b>	<b>PORT OF SEATTLE</b>	<b>728-3601</b>		<b>IRS</b>
<b>DATE/TIME</b>	ADDRESS			SECRETARY
<b>05/02/05</b>	<b>2711 ALASKAN WAY PIER 69</b>			<b>Meredith Siler</b>
<b>End of Day</b>	CASE NAME <b>Port, WA DOT, &amp; City Agreement</b>			YOUR ABC ACCT. # <b>41700</b>
<input type="checkbox"/> FILE FIRST	CAUSE NO.	CLIENT MATTER #		DATE
				<b>5/2/05</b>

DOCUMENTS

Agreement GC 10304

<input type="checkbox"/> SIGNATURE REQUIRED ON DOCUMENTS	<input checked="" type="checkbox"/> RETURN CONFORMED ABC SLIP ONLY	<input type="checkbox"/> RETURN CONFORMED COPIES	<input type="checkbox"/> CONFORM ORIGINAL DO NOT FILE
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OTHER INSTRUCTIONS

**SEATTLE SPECIAL MESSENGERS DIRECT LINE ONLY**  
**587-0533**

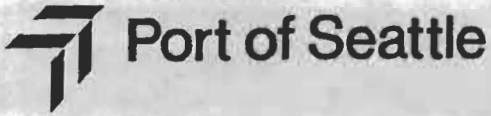
<b>1</b> Mike Gallagher Washington State Department of Transportation 15700 Dayton Avenue North, Rm MS118 Seattle, WA 98133-5910	<b>3</b>
<b>OPTION 2</b>	<b>4</b>

FILING	COUNTY	SUPERIOR COURT	OREGON CIRCUIT	DISTRICT COURT (INDICATE DISTRICT)	AUDITOR	APPEALS COURT		FEDERAL COURT		PORT	SE	TA	STATE SUPREME COURT	SEC OF STATE CORP.
						I (SEA)	II (TAC)	CIVIL	BANKRUPT					

**PROPER USE OF MESSENGER SLIPS: preparation and final checking of returns!!**

If for any reason you are confused as to the correct manner in which this messenger slip should be filled out when conveying your specific request instructions. . . **PLEASE consult the reverse side for pertinent information** that should assist you. ABC Messengers will assume no liability for errors which occur as a result of sloppily or improperly filled out messenger slips. . . including filings not marked in the proper and designated filing boxes, etc.

**WORLD WIDE PROCESS FORWARDING**  
 601 THIRD AVE.  
 SEATTLE, WA 98104  
 PH: 623-8771/800-736-7295  
 FAX: 800-786-4011



**VIA ABC MESSENGER**

May 2, 2005

Michael Gallagher  
Washington State Department of Transportation  
P.O. Box 330310  
Seattle, WA 98133-9710

Re: Agreement between Washington DOT, City of Seattle, and Port of Seattle

Dear Mr. Gallagher:

Enclosed is the Agreement GC 10304 between Washington Department of Transportation, City of Seattle, and the Port of Seattle, which has now been executed by the City and the Port.

If you have any questions or need anything further, please give me a call at (206) 728-3601.

Very truly yours,

A handwritten signature in cursive script that reads 'Meredith Siler'.

Meredith Siler  
Legal Assistant to  
ISABEL R. SAFORA  
Senior Port Counsel

Enclosures



STATE OF WASHINGTON - KING COUNTY

--SS.

178781  
IMP  
PORT OF SEATTLE:SEAPORT

No. COMP SCHEME OF HARBOR

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

PNPH:PUBLIC HEARING

was published on

11/12/04 11/19/04



*Mel D*

Subscribed and sworn to before me on

11/19/2004

*J. Crisp*

Notary public for the State of Washington,  
residing in Seattle:



# State of Washington, King County

## Port of Seattle

### NOTICE OF PUBLIC HEARING

Pursuant to Chapter 53.25 RCW and Chapter 39.23 RCW, notice is hereby given that during the regular meeting of the Port Commission of the Port of Seattle commencing at approximately 1:00 p.m. on November 23, 2004 in the Airport Office Building, International Auditorium, Mezzanine Level South, Main Terminal, Seattle-Tacoma International Airport, SeaTac, Washington, there will be a public hearing for the purpose of considering whether to modify the Comprehensive Scheme of Harbor improvements of the Port of Seattle by declaring certain real property surplus and no longer needed for Port district purposes, and to determine the advisability of the transfer of such property to the State of Washington for on going First Avenue South Bridge uses. Such modification is not intended as a deletion of such property from the Comprehensive Scheme.

The subject property is in Unit 20 of the Comprehensive Scheme of Harbor Improvements, located at Terminal 115, Seattle, Washington; said real property being legally described below ("Property").

Maps, plans and other data showing the Property are now on file at the Seaport Property Management Department of the Port of Seattle at Pier 69, 2711 Alaskan Way, Seattle, Washington. Such maps, plans and other data will be available at said hearing. The Port Commission will also hear from all persons desiring to speak with regard to the adoption or rejection of an appropriate resolution modifying the Port's existing Comprehensive Scheme by declaring the Property surplus and no longer needed for Port district purposes, and authorizing its transfer to the State of Washington for on going First Avenue South Bridge uses.

PORT OF SEATTLE

M. R. Dinsmore

Chief Executive Officer

Date of posting at Port of Seattle, Pier 69, November 12, 2004.

\*\*\*\*\*

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at Highway Engineer's Station (hereinafter referred to as HES) A2 39+85.29 on the A2 Line survey

thence westerly to HES A2 40+55.29 on the A2 Line survey of said Highway;

thence southerly to the point of beginning;

### PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20080211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M.

The specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised November 26, 2003.

\*\*\*\*\*

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at Highway Engineer's Station (hereinafter referred to as HES) A2 36+88.80 P.O.T. on the A2 Line survey of SR 99, Duwamish Waterway Vicinity;

thence northerly along said A2 Line survey to HES A2 38+21;

thence easterly to a point opposite said HES A2 38+21 and 30 feet easterly therefrom;

thence southeasterly to a point opposite HES A2 37+64 on said A2 Line survey and 39 feet easterly therefrom;

thence southeasterly to a point opposite HES WMN 37+60 on the WMN Line survey of said Highway and 35 feet northeasterly therefrom;

thence southwesterly to the point of beginning.

### PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20080211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and

alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of Government Lot 6 in Section 19, all in Township 24 North, Range 4 East, W.M.

The specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval January 7, 1994, revised November 26, 2003.

\*\*\*\*\*

Lot C-2 of City of Seattle Lot Boundary Adjustment No. 2105579, recorded under King County Recording No. 20020507900018, being a portion of Block 21 of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington.

\*\*\*\*\*

All that portion of the hereinafter described PARCEL "A" lying southerly and southwesterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) WM 45+00 on the WM Line survey of SR 99, Duwamish Waterway Vicinity, and 50 feet northeasterly therefrom;

thence northwesterly parallel with said WM Line survey to a point opposite HES WM 50+33.15 thereon;

thence northwesterly along the arc of a curve to the right having a radius of 95 feet to a point opposite HES WM 51+07.35 on said WM Line survey and 85.68 feet northerly therefrom;

thence northwesterly along the arc of a curve to the right having a radius of 1561.89 feet to a point opposite HES WM 52+18.79 on said WM Line survey and 244.45 feet northerly therefrom;

thence southwesterly to a point opposite HES WM 53+86.97 on said WM Line survey and 184.31 feet northerly therefrom and the end of this line description.

### PARCEL "A"

Parcel A of City of Seattle Lot Boundary Adjustment No. 2207807, recorded under King County Recording No. 20080211900004, being a portion of Blocks 18, 19, 21, 23, 24, 25, 33 and 34, all in Joseph R. McLaughlin's Water Front Addition to the City of Seattle, according to the plat thereof recorded in Volume 13 of Plats, page 28, in King County, Washington; vacated streets and alleys adjoining; and portions of Government Lots 3, 4 and 5 in Section 30, and portion of