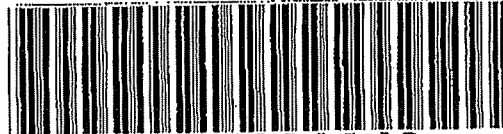


ATTACHMENT TO TRANSMITTAL LETTER
FOR THE PROPOSED ORDINANCE FOR RYERSON BASE

TEMPORARY CONSTRUCTION EASEMENT

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
PO Box 47338
Olympia WA 98504-7338



20090604001049

PACIFIC NW TITLE 55.00
PAGE 001 OF 014
05/04/2009 13:26
KING COUNTY, WA

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Document Title: Temporary Easement
Reference Number of Related Documents:
Grantor(s): King County, a political subdivision of the State of Washington
Grantee(s): State of Washington, Department of Transportation
Legal Description: Block 323, Ptn. Blocks 288 and 322, Seattle Tide Lands
Additional Legal Description is on Pages 12, 13 & 14 of Document.
Assessor's Tax Parcel Number: 766620-4685

PACIFIC NORTHWEST TITLE

W02525-12

TEMPORARY CONSTRUCTION EASEMENT

State Route 90, 4th Ave. S. to Airport Way S.

1455

The Grantor, King County, a political subdivision of the State of Washington, for and in consideration of, pursuant to, and in reliance on the performance of the Grantee (hereafter defined) under that Memorandum of Agreement dated May 29, 2009 ("MOA"), which provides in part for an exchange of real property interests, convey(s) and grant(s) unto the Grantee, State of Washington, Department of Transportation, and its assigns under the imminent threat of the Grantee's exercise of its right of Eminent Domain, a temporary easement (the "Easement" or "Easement Agreement") over, under, and on that certain real property located in the County of King, State of Washington, described on Exhibits A-1 attached hereto and incorporated herein by this reference, for the time periods as provided herein (the "Easement Property") for all purposes necessary or incidental to the construction, operation and maintenance of an elevated highway structure/facility ("SR-519"), including, but not limited to, the right to stage, and store materials and equipment to be used in connection with or incorporated into the portion of SR-519 to be constructed on the Easement

Final 05-29-09

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Property, to make such inspections, engineering surveys, soils tests and other tests as Grantee deems appropriate to prepare for such work, to erect, maintain and use temporary buildings, portable structures, trailers, scaffolding, supports and other temporary improvements, and to install temporary electrical, power, water, gas and other utility lines, conduits, wires, cables, poles, pipes, sleeves, pads, vaults, manholes, markers, enclosures and other temporary utility improvements necessary or incidental to such work. Access to the Easement Property shall be from the Royal Brougham Way public right of way at the location of the present curb cut. If, however, Grantee wishes to access the Easement Property over and across other portions of Grantor's property, then Grantee shall seek permission from Grantor and such permission shall not be unreasonably withheld. Any such permission granted under this provision shall be in writing.

GRANTEE'S COVENANTS.

As additional consideration for the Easement, Grantee covenants as follows:

Grantee shall comply with all applicable federal, state, and local laws, regulations, ordinances, codes, court and administrative orders and permit conditions in the design and construction of SR-519 (provided that Grantee retains the right to contest or appeal by appropriate proceedings any such laws, regulations, ordinances, codes, court and administrative orders and permit conditions).

Grantee shall cause its contractor(s) which construct(s) SR-519, as soon as reasonably possible after the construction work on the Easement Property is complete, to restore all of Grantor's improvements on the Easement Property ("**Grantor's Improvements**") that are damaged or removed as a result of such construction to a condition as close to its condition prior to such construction as is reasonably possible, except as otherwise agreed by Grantor and Grantee.

COMMENCEMENT/TERMINATION OF THE EASEMENT.

The Easement Property is divided into 2 distinct parcels; Parcel 1 is owned in fee simple by the Grantee but subject to an Airspace Lease in favor of the Grantor, a description of which is attached hereto as Exhibit A-2 and made a part hereof ("**Airspace Parcel**"); and Parcel 2 is owned in fee simple by the Grantor, a description of which is attached as Exhibit A-3 and

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made a part hereof ("King County Parcel"). The Grantee's rights under this Easement Agreement with respect to the Airspace Parcel shall commence on the day that Grantee enters the Airspace Parcel for the purpose of commencing construction of SR-519 and shall terminate automatically without further action by Grantor or Grantee twelve months (12) months after the Grantee's entry onto the Airspace Parcel. The Grantee's rights under this Easement Agreement with respect to the King County Parcel shall commence on the day that Grantee enters the King County Parcel for the purpose of commencing construction of SR-519 but no earlier than September 1, 2009, unless otherwise agreed by the Parties and shall terminate automatically without further action by Grantor or Grantee six (6) months after the Grantee's entry onto King County Parcel. Notwithstanding anything in this Easement Agreement to the contrary the Easement shall terminate with respect to the entire Easement Property the earlier of (a) when construction of the SR-519 from its western terminus to its eastern terminus has been completed, the Grantor's improvements on the Easement Property are restored as required by this Easement and SR-519 is opened for public use ("Completion of Construction"), or (b) **August 31, 2010**. Should the Easement expire prior to Completion of Construction, Grantor and Grantee may negotiate a new temporary easement in light of the circumstances that exist at that time. In addition, in the event Grantee breaches any covenant contained herein after reasonable notice and opportunity to correct is provided to Grantee, this Easement Agreement and all the Grantee's rights hereunder shall terminate and revert to the Grantor 10 days after the notice is given unless the breach is corrected or unless the parties otherwise agree, in writing, on a longer period of time within which to correct the breach to Grantee, which notice the Grantor may record in the King County Recorder's Office to terminate this Easement Agreement "of record."

In the event of termination prior to Completion of Construction, as soon as practicable Grantee shall restore Grantor's property to the extent practicable to its condition prior to the grant of this Easement, including without limitation installation of all security fencing, any damaged concrete pavement slabs and permanent security lighting system. If Grantee fails to restore the property promptly, Grantor may restore the property and Grantee shall reimburse Grantor for the reasonable cost of such restoration.

ADDITIONAL COVENANTS OF GRANTEE. GRANTEE AGREES THAT ITS USE OF THE EASEMENT PROPERTY AS AUTHORIZED BY THIS AGREEMENT SHALL BE SUBJECT TO THE FOLLOWING LIMITATIONS:

A. Grantee shall as soon as practicable repair any damage to Grantor's property, caused by

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- the Grantee, the Grantee's assigns or the Grantee's contractors within or outside (caused by the Grantee) of the Easement Property or compensate Grantor for any damage to Grantor's property within or outside (caused by the Grantee) the Easement Property caused by the construction of SR-519, pursuant to this Easement Agreement.
- B. Prior to beginning work in the Easement Property, Grantee shall prepare a traffic control and access plan. This plan shall provide for continued access to Grantor's facilities on Grantor's property, including, but not limited to, special consideration of:
- i) Maintenance of bus access and turning capability from Fourth Avenue and unobstructed access to the E-3 Busway;
 - ii) Provision of adequate signage for changed travel patterns and traffic control persons or devices as necessary.
- C. Grantee and its contractor(s) shall take all necessary safety precautions while working in the Easement Property in accordance with standard construction practices, including, but not limited, fencing the perimeter of the construction site(s) with a permanent fence with no personnel gates or other access openings and which will match the existing height of the fencing on the east and west sides of Grantor's property. Grantee shall provide the Grantor with its access control plan for review and approval prior to the start of construction. Grantor's approval of this access plan shall not be unreasonably withheld.
- D. Grantee shall provide safe pedestrian circulation and assure that any use of public sidewalks adjacent to the Easement Property incorporates measures to safely accommodate public use of the sidewalks.
- E. Grantee and its contractor shall provide a temporary and permanent lighting system that will provide illumination equal to or better than the current lighting system used by the Grantor as of the Effective Date of this Agreement. The Grantee shall provide its lighting plan to the Grantor for its review and approval. Grantor's approval of this lighting plan shall not be unreasonably withheld.
- F. Grantee will not use the Easement Property for construction staging for portions of the SR-519 located west of the centerline of 4th Avenue without the Grantor's prior consent.
- G. Grantee acknowledges and understands that the Grantor is presently performing a major remodel of the facility and that Grantor's contractor is occupying a portion of the easterly part of the Easement Property as a "lay down" area.

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TEMPORARY EASEMENT**INDEMNITY AND HOLD HARMLESS.**

A. Grantee agrees for itself and its successors and assigns to defend, indemnify and hold harmless Grantor and its appointed and elected officials, its employees and consultants from and against liability for all claims, demands, suits and judgment, including costs of defense thereof, for death or injury to persons or property damage which is caused by, arises out of or is incidental to Grantee's exercise of its rights under this Easement Agreement. Grantee's obligations under this Section include but are not limited to:

1. The duty to promptly accept tender of defense and provide defense to the Grantor at Grantee's sole expense.
2. The duty to indemnify the Grantor for all claims made by Grantee's own employees, contractors or agents.

B. Grantee waives its immunity under the industrial insurance provisions of Title 51 R.C.W., but only to the extent necessary to indemnify Grantor, which waiver has been mutually negotiated by Grantor and Grantee.

C. In the event it is necessary for Grantor to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from Grantee.

D. In the event it is determined that R.C.W 4.24.115 applies to this Easement Agreement, Grantee agrees to defend, hold harmless and indemnify Grantor to the maximum extent permitted by law.

E. The provisions of this section, shall survive the expiration or termination of this Easement Agreement with respect to any event that occurs prior to, or on the date of, such expiration or termination.

F. Nothing in this Section affects or alters the application of any other provision of this Easement Agreement.

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G. Grantee shall not be required to release, indemnify, hold harmless or otherwise compensate Grantor for any losses, costs or liability of any kind if these are the result of the negligence or willful misconduct of Grantor, its agents, employees, contractor or consultants.

H. It is recognized that the State of Washington, including all its agencies and departments is self-insured for all exposure to general liability and vehicle liability as provided in Ch. 4.92 RCW and RCW 43.41.280 through 43.41.350. Under these provisions, the State of Washington is continuously self-insured up to a predetermined self-insurance retention level at which point excess insurance provides coverage. The self-insurance program is funded by a liability account established by RCW 4.92.130 and financed by annual premiums assessed to state agencies.

I It is further recognized that the Tort Claims Act, Ch. 4.92 RCW, provides the fundamental remedy for all liability claims against the state, its agencies and departments and/or the actions of its officers, employees, and volunteers while engaged in the performance of their official duties. Such claims must be filed with the Risk Management Division within the State of Washington Office of Financial Management for processing according to statute.

ENVIRONMENTAL RISKS.

A. Grantee represents, warrants and agrees that during the term of this Easement Agreement it and its contractors, subcontractors, agents and employees will conduct its activities authorized by this Agreement on the Easement Property in compliance with all applicable environmental laws. As used in this Agreement, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

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B. For the purposes of this Agreement, "Hazardous Substances," shall include:

i. Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease-producing substances; or

ii. Any dangerous waste or hazardous waste as defined in:

a. Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105); or

b. Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or

iii. Any hazardous substance as defined in:

a. Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); or

b. Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or

iv. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by any applicable federal, state or local laws or regulations as now existing or hereafter amended.

C. Grantee agrees to defend, indemnify and hold the Grantor harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Easement Property, including those that may have migrated from the Easement Property through water or soil to other properties, which are caused by or result from Grantee's activities on the Easement Property during the term of this Easement. Grantee further agrees to retain, defend, indemnify and hold

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the Grantor harmless from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from the Easement Property by it.

D. The provisions of this section shall survive the termination or expiration of this Easement Agreement.

Notices. All notices, demands, requests or other communications required or permitted to be given under this Easement must be in writing and shall be deemed to have been properly given if addressed to the party to receive same at its address set forth below, by certified mail, return receipt requested, by hand delivery, by reputable overnight courier service, or by facsimile with receipt confirmed. Any party may, by notice given in accordance with this Section, designate a different address for communications. Notices, demands requests and other communications shall be deemed given as follows: (i) when duly tendered for receipt, if given by hand or by reputable overnight courier service; (ii) when received, if given by facsimile, or (iii) two (2) business days after same is deposited in the mail, if given by certified mail.

To the Grantee: Project Engineer, SR 519/I-90 to SR 99 Intermodal Access Project
Washington State Dept. of Transportation
999 Third Avenue, Suite 2424
Seattle, WA 98104

To the Grantor: KING COUNTY Transit Division
King County Department of Transportation
Attn: Randy Witt
201 South Jackson Street
KSC-TR-0431
Seattle, Washington 98104-3856

Governing Law; Venue. This Agreement shall be governed by and in accordance with the laws of the state of Washington. Venue shall be proper in the Superior Court of King County.

Counterparts/Effective Date. This Agreement may be executed in multiple counterparts, all of which together shall be deemed to be one original, even if the parties have not executed the

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TEMPORARY EASEMENT

same original. The effective date of this Agreement shall be the date the last party executes this Agreement.

It is understood and agreed that delivery of this Temporary Construction Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington, unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation by its Headquarter RE Services Manager.

Executed on the respective dates of acknowledgment below.

Date: May 29, 2009

KING COUNTY, a political subdivision
of the State of Washington

By: Harold McNelly
Harold McNelly, Acting Manager
Real Estate Services

Approved as to Form

By: Scott Johnson
Scott Johnson, Senior Prosecuting Attorney

Approved as to Form

By: E. J. [Signature]
Assistant Attorney General

Date: 6-1-09

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: Mike Palazzo
for Mike Palazzo
Headquarters RE Services Manager

Date: 6/1/09

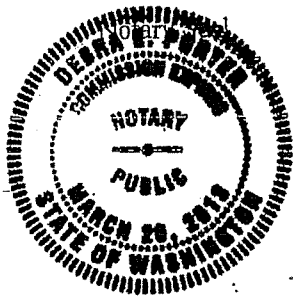
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TEMPORARY EASEMENT

STATE OF WASHINGTON)
: ss
County of King)

On this 22nd day of May 2009, before me personally appeared Harold Mentelty to me known to be the duly qualified and acting Manager of Real Estate Services of the Facilities Management Division of the King County Department of Executive Services, who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixes is the official seal of said County.

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



Debra E. Porter
Notary (print name) DEBRA E. PORTER
Notary Public in and for the State of Washington,
residing at KING COUNTY
My Appointment expires MARCH 20, 2013

STATE OF WASHINGTON)
: ss
County of Thurston)

On this 1st day of June, 2009 before me personally appeared Terry T. Meara Mike Palazzo, to me known to be the ^{Acting} Headquarters Real Estate Services Manager, for the State of Washington, Department of Transportation, and the 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 is authorized to execute said instrument.

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TEMPORARY EASEMENT

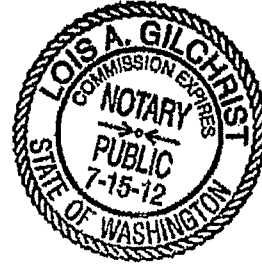
GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Notary Public in and for the State of

Washington, residing at Shelton

My commission expires 7/15/2012



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TEMPORARY EASEMENT

**Exhibit A-1
Legal Description
Easement Property**

All that portion of the following described Parcel G lying northerly and westerly of a line beginning at a point opposite Highway Engineer Station (hereinafter referred to as HES) EB B-2 20+67.06 on the EB B-2 line survey of SR 90, 4th Ave. S. to Airport Way S. and 145.23 feet southerly therefrom; thence northeasterly along a curve to the right having a radius of 378.50 feet and an arc distance of 97.47 feet to a point opposite HES EB B-2 21+29.94 on said line survey and 87.89 feet southerly therefrom; thence northeasterly to a point opposite HES EB B-2 22+42.80 on said line survey and 46.11 feet southerly therefrom; thence easterly to a point opposite HES E-3 84+27.05 on the E-3 line survey of said highway and 43.83 feet westerly therefrom; thence northerly to a point opposite HES E-3 84+37.00 on said line survey and 44.80 feet westerly therefrom; thence northerly to a point opposite HES E-3 84+56.86 on said line survey and 45.26 feet westerly therefrom; thence northerly to a point opposite HES EB B-2 23+34.59 on the EB B-2 line survey of said highway and 21.39 feet southerly therefrom; thence northerly to a point opposite HES E-3 86+36.79 on the E-3 line survey and 36.10 feet westerly therefrom and the end of this line description.

PARCEL G referenced above is more specifically described as follows, to wit:

Parcels A and B, City of Seattle Lot Boundary Adjustment No. 2302861, recorded under Recording Number 20040309900005, said Lot Boundary Adjustment being a portion of Blocks 280 and 281, Seattle Tide Lands, as shown on the official maps thereof on file in the office of Commissioner of Public Lands in Olympia, Washington; EXCEPT that portion conveyed to the State of Washington by Quit Claim Deeds recorded under Recording Numbers 20031230001854 and 20040818001754.

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 on May 27, 2005 and revised March 5, 2009.

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TEMPORARY EASEMENT**Exhibit A-2
Airspace Parcel
(12 months)**

All that portion of the following described Parcel "G" lying northerly and westerly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB B-2 20+30.90 on the EB B-2 line survey of SR 90, 4th Ave. S. to Airport Way S. and 36 feet southerly therefrom; thence southeasterly along a curve to the left having a radius of 501.00 feet an arc distance of 86.12 feet to a point opposite EB B-2 21+10.83 on said line survey and 36.00 feet southerly therefrom; thence southeasterly along a curve to the left having a radius of 501.00 feet an arc distance of 122.21 feet to a point opposite EB B-2 22.24.26 on said line survey and 36.00 feet southerly therefrom; thence easterly to a point opposite HES EB B-2 22+41.72 on said line survey and 36.11 feet southerly therefrom; thence easterly to a point opposite HES E-3 84+37.00 on said line survey and 44.80 feet westerly therefrom; thence northerly to a point opposite HES E-3 84+56.86 on E-3 line survey of said highway and 45.26 feet westerly therefrom; thence northerly to a point opposite HES EB B-2 23+34.59 on the EB B-2 line survey of said highway and 21.39 feet southerly therefrom; thence northerly to a point opposite HES E-3 86+36.79 on the E-3 line survey and 36.10 feet westerly therefrom and the end of this line description.

PARCEL G referenced above is more specifically described as follows, to wit:

Parcels A and B, City of Seattle Lot Boundary Adjustment No. 2302861, recorded under Recording Number 20040309900005, said Lot Boundary Adjustment being a portion of Blocks 280 and 281, Seattle Tide Lands, as shown on the official maps thereof on file in the office of Commissioner of Public Lands in Olympia, Washington; EXCEPT that portion conveyed to the State of Washington by Quit Claim Deeds recorded under Recording Numbers 20031230001854 and 20040818001754.

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TEMPORARY EASEMENT

Exhibit A-3
King County Parcel
(6 months)

All that portion of the following described Parcel G lying within the following described tract:

Beginning at a point opposite Highway Engineer Station (hereinafter referred to as HES) EB B-2 20+67.06 on the EB B-2 line survey of SR 90, 4th Ave. S. to Airport Way S. and 145.23 feet southerly therefrom; thence northeasterly along a curve to the right having a radius of 378.50 feet and an arc distance of 97.47 feet to a point opposite HES EB B-2 21+29.94 on said line survey and 87.89 feet southerly therefrom; thence northeasterly to a point opposite HES EB B-2 22+42.80 on said line survey and 46.11 feet southerly therefrom; thence easterly to a point opposite HES E-3 84+27.05 on the E-3 line survey of said highway and 43.83 feet westerly therefrom; thence northerly to a point opposite HES E-3 84+37.00 on said line survey and 44.80 feet westerly therefrom; thence westerly to a point opposite HES EB B-2 22+41.72 on the EB B-2 line survey of said highway and 36.11 feet southerly therefrom; thence westerly to a point opposite HES EB B-2 22+24.26 on said line survey and 36.00 feet southerly therefrom; thence northwesterly along a curve to the right having a radius of 501.00 feet and an arc distance of 122.21 feet to a point opposite HES EB B-2 21+10.83 on said line survey and 36.00 feet southerly therefrom; thence northwesterly along a curve to the right having a radius of 501.00 feet and an arc distance of 86.12 feet to a point opposite HES EB B-2 20+30.90 on said line survey and 36.00 feet southerly therefrom; thence southerly to the point of beginning.

PARCEL G referenced above is more specifically described as follows, to wit:

Parcels A and B, City of Seattle Lot Boundary Adjustment No. 2302861, recorded under Recording Number 20040309900005, said Lot Boundary Adjustment being a portion of Blocks 280 and 281, Seattle Tide Lands, as shown on the official maps thereof on file in the office of Commissioner of Public Lands in Olympia, Washington; EXCEPT that portion conveyed to the State of Washington by Quit Claim Deeds recorded under Recording Numbers 20031230001854 and 20040818001754.

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