

After recording return document to:

King County  
 Department of Natural Resources  
 Wastewater Treatment Division  
 201 South Jackson Street  
 MS KSC-NR-0512  
 Seattle, WA 98104-3855

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**SUBSTITUTE SURFACE/AERIAL EASEMENT AGREEMENT**

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|--------------------------------------|--|
| <b>Grantor:</b>                      | City of Seattle  |
| <b>Grantee:</b>                      | King County  |
| <b>Abbrev. Legal Description:</b>    |  |
| <b>Full Legal Description:</b>       | See Exhibits A, B, C and E to this Substitute Easement Agreement |
| <b>Assessor's TPNos.:</b>            | _____  |
| <b>Ref. No. of Related Document:</b> | _____  |

This Substitute Surface /Aerial Easement Agreement ("Substitute Easement Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the CITY OF SEATTLE, a Washington municipal corporation ("CITY") and KING COUNTY, a political subdivision of the State of Washington, through its Wastewater Treatment Division, ("COUNTY").

**RECITALS**

A. The COUNTY and CITY, as buyers, entered into a three-way purchase and sale agreement with the Port of Seattle (PORT), as seller, dated \_\_\_\_\_ to purchase the PORT's real property known as the West Yard ("PSA").

B. The COUNTY acquired the real property legally described on **Exhibit A** attached hereto and incorporated herein ("Tank Area Property") for its South Magnolia Combined Sewer

Overflow Project (“CSO Project”) and the CITY acquired the rest of the West Yard legally described on **Exhibit B** attached hereto and incorporated herein (“City Property”) to expand its Smith Cove Park.

C. The COUNTY also acquired certain easements from the PORT for the CSO Project, including a Surface/Aerial Easement that was recorded under King County recording number \_\_\_\_\_ (“Port/County Surface/Aerial Easement”), and a West Yard Temporary Construction Easement that was recorded under King County recording number \_\_\_\_\_ (“West Yard TCE”), both of which burden the City Property.

D. The Port/County Surface/Aerial Easement omits certain provisions that are necessary for the CITY’s intended use of the City Property for park purposes.

E. The COUNTY recognizes the need to protect park land and public use of and access to the City Property, and the CITY recognizes the COUNTY’s need to protect, maintain, repair and reconstruct the CSO Project infrastructure, which serves both the CITY and the COUNTY.

F. Pursuant to the PSA the COUNTY paid the Port \$400,000 for the Port/County Surface/Aerial Easement and the COUNTY and the CITY acknowledge that the value of the COUNTY’s rights and interests under this Substitute Easement Agreement is \$400,000.

G. The COUNTY is willing to replace the Port/County Surface/Aerial Easement with this Substitute Easement Agreement, which the parties have negotiated to protect both CITY and COUNTY interests, effective upon the date of termination of the West Yard TCE.

NOW, THEREFORE, the CITY and the COUNTY hereby agree as follows:

**1. Grant and Purpose.** Subject to the conditions contained in this Substitute Easement Agreement, **effective on the date of termination of the West Yard TCE, recorded under King County recording number \_\_\_\_\_**, the CITY grants to the COUNTY a permanent surface and aerial easement (“Easement”) in, on, over, across and through that portion of the City Property legally described as the “Surface/Aerial Easement Area” on **Exhibit C** and depicted on **Exhibit D** hereto, which Exhibits are incorporated herein by this reference. This Easement is appurtenant to the Tank Area Property, legally described on **Exhibit A**, and the Permanent Pipeline/Access Easement Area, legally described in **Exhibit E** and is granted for the benefit of all property now owned or hereafter acquired by the COUNTY that constitutes a portion of the CSO Project (defined in Recital B, above) and is for the purposes of access for personnel, vehicles and equipment to the Tank Area Property, legally described in **Exhibit A**, and the Permanent Pipeline/Access Easement Area, legally described in **Exhibit E**, to install, construct, use, operate, inspect, maintain, repair, replace,

enhance and improve the CSO Project infrastructure, and for necessary parking, storage and staging of equipment, vehicles and construction materials, loading and unloading of trucks and/or conveyors, related to the CSO Project infrastructure in the Tank Area Property, the Permanent Pipeline/Access Easement Area and other property now owned or hereafter acquired that constitutes a portion of the CSO Project.

The Surface/Aerial Easement Area contains an area of 20,026 square feet (0.46 acres), more or less.

**2. Limitations on COUNTY Use.** The Surface/Aerial Easement Area covers a large segment of the northerly portion of the City Property. The CITY anticipates that upon development as an extension of Smith Cove Park, the City Property will be heavily used. Therefore, except in case of emergency or request by the CITY, the COUNTY shall provide ten (10) business days prior written notification to the CITY before exercising any of the rights granted in Section 1 above except access across and through the Surface/Aerial Easement Area by personnel and small vehicles, or parking of up to two automobiles or maintenance trucks in the Surface/Aerial Easement Area.

All COUNTY occupation of the Surface/Aerial Easement Area must be necessary or convenient for the CSO Project infrastructure and shall be as short term as possible. All personnel exercising the rights in Section 1 shall be COUNTY employees or the COUNTY's contractors, consultants or other invitees. The COUNTY is responsible, at its sole expense, for repair, restoration or replacement of all topography, vegetation, landscape features and improvements (including paving) in the Surface/Aerial Easement Area that is damaged or disturbed or destroyed by the COUNTY or its contractors to their condition immediately prior to such damage, disturbance or destruction, unless otherwise mutually agreed in writing.

If the COUNTY requires any use or occupation of the City Property outside of the Surface/Aerial Easement Area, the COUNTY shall first obtain a permit or other license or form of permission from the Superintendent of Parks and Recreation or duly authorized official and pay such fees or other charges as may be applicable or negotiated.

**3. Rights and Obligations of the CITY.** The CITY shall have the continuing right to use the Surface/Aerial Easement Area with the following limitations: (a) The CITY shall not grant easement rights to third parties in the Surface/Aerial Easement Area without the prior written consent of the COUNTY, which shall not be unreasonably withheld. (b) No improvements that might interfere with the rights granted to the COUNTY under this Substitute Easement Agreement may be installed, no permanent structures shall be installed, and no construction activity shall be permitted that might obstruct endanger the usefulness of or interfere with the rights granted to the COUNTY under this Substitute Easement Agreement without the prior written approval of the COUNTY, which shall not be

unreasonably withheld; provided, however, that the CITY may use the surface of the Surface/Aerial Easement Area for a paved parking lot and for parking of vehicles.

**4. Compliance with Laws; Indemnity.** The COUNTY shall at all times exercise its rights under this Substitute Easement Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. The CITY, its officers, officials, employees, agents and successors and assigns shall not be liable for any injury (including death) to any person(s) or for damage to any property, regardless of how such injury or damage be caused, sustained, or alleged to have been caused or sustained, by the COUNTY or by others, including, but not limited to, all persons directly or indirectly employed by the COUNTY, or any agents, contractors, subcontractors, licensees, or invitees of the COUNTY, as a result of any existing or future defects in the Surface/Aerial Easement Area or occurrence (including failure or interruption of utility service) whatsoever related in any way to the Surface/Aerial Easement Area or related in any way to such person's use or occupancy of the Surface/Aerial Easement Area and the areas adjacent thereto, or related in any way to the COUNTY's exercise or failure to exercise its rights in connection with the Easement or this Substitute Easement Agreement.

The COUNTY agrees to defend, save and hold harmless the CITY and its officers, officials, employees, agents, and successors and assigns, from all claims, actions, costs, damages or expense of any nature whatsoever (including reasonable attorneys' fees and costs) for injuries, sickness or death of persons, or any damage to property (except as provided below), caused by the acts or omissions of the COUNTY, its assigns, agents, contractors, licensees, invitees, employees, in its use of or occupancy of the Surface/Aerial Easement Area. This obligation does not include such claims, actions, costs, damages or expenses which may be caused by the sole negligence of the CITY, its successors or assigns, and provided further that if the claims, actions, costs, damages or expenses are caused by or result from the concurrent negligence of (a) the CITY, its successors or assigns and/or their agents or employees and (b) the COUNTY, its agents or employees, or involves those actions covered by RCW 4.24.115 (construction/road improvements), then this indemnity provision shall be valid and enforceable only to the extent of the negligence of the COUNTY, its agents or employees. Solely to give full force and effect to the COUNTY's indemnity obligation contained herein and not for the benefit of any person, the COUNTY specifically and expressly waives any immunity it may have under the Washington State Industrial Insurance Act, Title 51 RCW, or any other industrial insurance, workers' compensation or similar laws and acknowledges that this waiver was mutually negotiated by the parties. This provision shall not be interpreted or construed as a waiver of the COUNTY's right to assert such immunity, defense or protection directly against any of its own employees. In no event shall the COUNTY's indemnification obligations under this Substitute Easement Agreement be limited to the extent of any insurance available to or provided by the COUNTY.

**5. Notices.** Any notices required or permitted under this Substitute Easement Agreement shall be personally delivered or sent by certified mail, return receipt requested and shall be deemed given three (3) days following the date when mailed or one (1) business day following personal delivery. All notices shall be sent to the following addresses:

To the COUNTY:                      King County  
   Wastewater Treatment Division  
   Managing Supervisor,  
   Regulatory Compliance and Land  
   Acquisitions  
   Mailstop: KSC-NR-0512  
   201 South Jackson Street, Suite 512  
   Seattle, WA 98104-3855

To the CITY:                              City of Seattle  
   Department of Parks and Recreation  
   Real Estate Management  
   800 Maynard Avenue South  
   4<sup>th</sup> Floor  
   Seattle, WA 98134-1336

**6. Termination and Survival.** Upon its effective date, this Substitute Easement Agreement is intended to supersede the Surface/Aerial Easement that was recorded under King County recording number \_\_\_\_\_ (“Port/County Surface/Aerial Easement”), which shall terminate on the effective date of this Substitute Easement Agreement. Notwithstanding the termination of the Port/County Surface/Aerial Easement, the provisions in the Port/County Surface/Aerial Easement concerning COUNTY indemnification of the PORT as well as the COUNTY release of the PORT from certain claims shall survive termination of the Port/County Surface/Aerial Easement. The COUNTY’s release of claims from the Port/County Surface/Aerial Easement is hereby reaffirmed and set forth in full below:

The COUNTY hereby affirms that it releases and forever discharges the Port from claims under Four Hundred Thousand Dollars (\$400,000), arising from the presence of Hazardous Substances on the Surface/Aerial Easement Area as identified in the Phase II Environmental Site Assessment on the West Yard prepared by Shannon and Wilson Inc. dated May 11, 2012 and the technical memorandum prepared by Landau & Associates dated November 9, 2012 (the “Environmental Reports”). Except for the waiver, release and discharge of claims set forth in this paragraph, nothing in this Substitute Easement Agreement shall be construed to waive or discharge any other rights or claims that the COUNTY may have or assert under any Environmental Law. The term "Environmental Law" means any federal, state or local statute,

regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Model Toxics Control Act, the Water Pollution Control Act, laws concerning above ground or underground storage tanks, and any similar or comparable state or local law. The term "Hazardous Substance" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

**7. Abandonment.** In the event the COUNTY abandons the Easement, the COUNTY shall, if requested by the CITY, restore the Surface/Aerial Easement Area to the same or similar condition as it was immediately before the COUNTY entered the Surface/Aerial Easement Area. In addition, the COUNTY shall cooperate with the CITY to execute a written release and termination of this Substitute Easement Agreement, except for the indemnity and release provisions in Sections 4 and 6, which shall survive abandonment and termination.

**8. General.** The COUNTY shall have the right to assign its rights under this Substitute Easement Agreement, in whole or in part, only to a governmental agency that is a functional successor and only upon such successor's express assumption of obligations and liabilities under this Substitute Easement Agreement.

**9. Counterparts.** This Substitute Easement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the day and year last signed below.

**GRANTOR:**  
**CITY OF SEATTLE,**  
A Washington municipal corporation

By: \_\_\_\_\_  
Print Name: Christopher Williams  
Title: Acting Superintendent of Parks and Recreation  
Dated: \_\_\_\_\_

Donald Harris  
DPR Smith Cove West Yard Acquisition ORD ATT 3  
June 27, 2013  
Version #7

**GRANTEE:**  
**KING COUNTY,**  
A political subdivision of the State of Washington

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_





My commission expires \_\_\_\_\_

**EXHIBIT A  
TANK AREA PROPERTY  
LEGAL DESCRIPTION**

**TANK AREA PROPERTY**

THAT PORTION OF PARCEL "A" OF THE PORT OF SEATTLE MAGNOLIA BASIN PROPERTY LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 23 AND THE NORTHEAST QUARTER OF SECTION 26 ALL IN TOWNSHIP 25 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY WASHINGTON, CONSISTING OF:

ALL OF BLOCK 117 OF THE PLAT OF SEATTLE TIDE LANDS, VOLUME 1, PAGES 19 AND 20;

TOGETHER WITH ROADS AND ALLEYWAYS CONTAINED THEREIN VACATED BY COURT ORDER, APRIL 21, 1943, RECORDING NO. 3305751;

EXCEPT LOTS 8, 9, 10 AND 11, AND PORTIONS OF LOTS 7 AND LOTS 12 THROUGH 18 OF SAID BLOCK 117;

AND EXCEPT THAT PORTION OF SAID BLOCK 117 LYING WESTERLY OF THE EAST MARGIN OF 23RD AVENUE W AS DESCRIBED IN THE DEED FOR ROAD PURPOSES, AUDITOR'S NO. 9201060605, RECORDS OF KING COUNTY, WASHINGTON;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 117; THENCE N89°00'43"W ALONG THE NORTH LINE OF SAID BLOCK 117 A DISTANCE OF 218.52 FEET; THENCE DEPARTING FROM SAID NORTH LINE S05°45'51"E A DISTANCE OF 6.83 FEET; THENCE S16°44'09"W A DISTANCE OF 16.76 FEET; THENCE S79°09'47"W A DISTANCE OF 66.99 FEET; THENCE S52°49'35"W A DISTANCE OF 82.62 FEET TO THE TRUE POINT OF BEGINNING; THENCE S01°04'22"W A DISTANCE OF 148.60 FEET; THENCE N88°56'14"W A DISTANCE OF 215.96 FEET TO A POINT ON THE EAST MARGIN OF 23RD AVENUE W; THENCE N00°57'50"E ALONG SAID EAST MARGIN A DISTANCE OF 158.50 FEET; THENCE DEPARTING FROM SAID EAST MARGIN S88°56'14"E A DISTANCE OF 216.26 FEET; THENCE S01°04'22"W A DISTANCE OF 9.90 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING AND THE TERMINUS OF THIS LINE.

CONTAINING 34,254 SQUARE FEET (0.79 ACRES), MORE OR LESS.

**EXHIBIT B**  
**CITY PROPERTY LEGAL DESCRIPTION**

WEST YARD PURCHASE

THAT PORTION OF PARCEL "A" OF THE PORT OF SEATTLE MAGNOLIA BASIN PROPERTY LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 23 AND THE NORTHEAST QUARTER OF SECTION 26 ALL IN TOWNSHIP 25 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY WASHINGTON, CONSISTING OF:

ALL OF BLOCK 117 OF THE PLAT OF SEATTLE TIDE LANDS, VOLUME 1, PAGES 19 AND 20;

TOGETHER WITH ROADS AND ALLEYWAYS CONTAINED THEREIN VACATED BY COURT ORDER, APRIL 21, 1943, RECORDING NO. 3305751;

EXCEPT LOTS 8, 9, 10 AND 11, AND PORTIONS OF LOTS 7 AND LOTS 12 THROUGH 18 OF SAID BLOCK 117;

AND EXCEPT THAT PORTION OF SAID BLOCK 117 LYING WESTERLY OF THE EAST MARGIN OF 23RD AVENUE W AS DESCRIBED IN THE DEED FOR ROAD PURPOSES, AUDITOR'S NO. 9201060605, RECORDS OF KING COUNTY, WASHINGTON;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 117; THENCE S00°59'17"W ALONG THE EAST LINE OF SAID BLOCK 117 A DISTANCE OF 44.47 FEET; THENCE DEPARTING FROM SAID EAST LINE S71°00'58"W A DISTANCE OF 248.76 FEET; THENCE S01°33'29"E A DISTANCE OF 74.99 FEET; THENCE S00°12'30"W A DISTANCE OF 120.99 FEET; THENCE S01°04'32"W A DISTANCE OF 150.97 FEET; THENCE S01°36'09"E A DISTANCE OF 162.34 FEET; THENCE S19°43'20"W A DISTANCE OF 13.67 FEET; THENCE S59°00'29"W A DISTANCE OF 28.49 FEET; THENCE N87°52'59"W A DISTANCE OF 36.39 FEET; THENCE N72°34'50"W A DISTANCE OF 45.20 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF LOT 12 OF SAID BLOCK 117; THENCE N00°59'17"E ALONG SAID WEST LINE OF LOT 12 A DISTANCE OF 6.80 FEET; THENCE DEPARTING SAID WEST LINE N89°52'21"W A DISTANCE OF 212.82 FEET, MORE OR LESS, TO A POINT ON THE EAST MARGIN OF 23RD AVENUE W.; THENCE N00°57'50"E ALONG SAID EAST MARGIN A DISTANCE OF 94.40 FEET; THENCE CONTINUING ALONG SAID EAST MARGIN N44°02'38"W A DISTANCE OF 14.14 FEET; THENCE CONTINUING ALONG SAID EAST MARGIN N00°57'50"E A DISTANCE OF 262.00 FEET; THENCE CONTINUING ALONG SAID EAST MARGIN N32°09'42"W A DISTANCE OF 29.28 FEET; THENCE CONTINUING ALONG SAID EAST MARGIN N00°57'50"E A DISTANCE OF 22.47 FEET; THENCE DEPARTING SAID EAST MARGIN S88°56'14"E A DISTANCE OF 215.98 FEET; THENCE N01°04'19"E A DISTANCE OF 158.50 FEET; THENCE N88°56'14"W A DISTANCE OF 216.26 FEET, MORE OR LESS, TO A POINT ON THE EAST MARGIN OF 23RD AVENUE W.; THENCE ALONG SAID EAST MARGIN N00°57'50"E A DISTANCE OF 66.21 FEET; THENCE N69°01'01"E A DISTANCE OF 30.21 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 117 (ALSO THE SOUTH MARGIN OF W. GARFIELD STREET); THENCE S89°00'43"E ALONG SAID NORTH LINE A DISTANCE OF 541.05 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING, AND THE TERMINUS OF THIS LINE.

CONTAINING 200,275 SQUARE FEET (4.60 ACRES),  
MORE OR LESS.



**EXHIBIT C**  
**SURFACE/AERIAL EASEMENT AREA LEGAL DESCRIPTION**

PERMANENT SURFACE EASEMENT

THAT PORTION OF PARCEL "A" OF THE PORT OF SEATTLE MAGNOLIA BASIN PROPERTY LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 23 AND THE NORTHEAST QUARTER OF SECTION 24 ALL IN TOWNSHIP 25 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY WASHINGTON, CONSISTING OF:

ALL OF BLOCK 117 OF THE PLAT OF SEATTLE TIDE LANDS, VOLUME 1, PAGES 19 AND 20;

TOGETHER WITH ROADS AND ALLEYWAYS CONTAINED THEREIN VACATED BY COURT ORDER, APRIL 21, 1943, RECORDING NO. 3305751;

EXCEPT LOTS 8, 9, 10 AND 11, AND PORTIONS OF LOTS 7 AND LOTS 12 THROUGH 18 OF SAID BLOCK 117;

AND EXCEPT THAT PORTION OF SAID BLOCK 117 LYING WESTERLY OF THE EAST MARGIN OF 23RD AVENUE W AS DESCRIBED IN THE DEED FOR ROAD PURPOSES, AUDITOR'S NO. 9201060605, RECORDS OF KING COUNTY, WASHINGTON;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

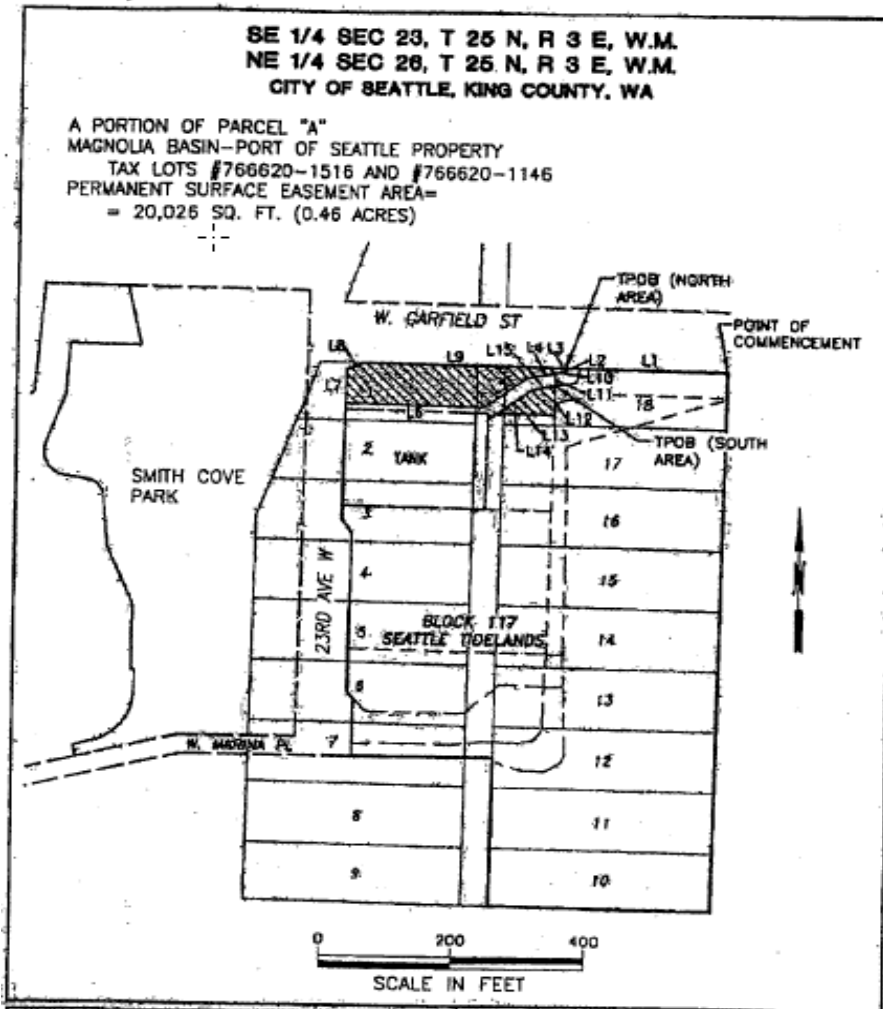
COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 117; THENCE N89°00'43"W ALONG THE NORTH LINE OF SAID BLOCK 117 (ALSO THE SOUTH MARGIN OF W. GARFIELD STREET) A DISTANCE OF 238.66 FEET TO THE TRUE POINT OF BEGINNING; THENCE DEPARTING FROM SAID NORTH LINE S05°45'51"E A DISTANCE OF 5.22 FEET; THENCE S16°44'09"W A DISTANCE OF 0.66 FEET; THENCE S79°09'47"W A DISTANCE OF 59.55 FEET; THENCE S52°49'35"W A DISTANCE OF 80.53 FEET; THENCE N88°58'14"W A DISTANCE OF 209.21 FEET, MORE OR LESS, TO A POINT ON THE EAST MARGIN OF 23RD AVENUE W.; THENCE N00°57'50"E ALONG SAID EAST MARGIN A DISTANCE OF 58.21 FEET; THENCE N69°01'01"E A DISTANCE OF 30.21 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 117 (ALSO THE SOUTH MARGIN OF W. GARFIELD STREET); THENCE S89°00'43"E ALONG SAID NORTH LINE A DISTANCE OF 302.40 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING, AND THE TERMINUS OF THIS LINE;

TOGETHER WITH ALL THAT LAND LYING WITHIN THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 117; THENCE N89°00'43"W ALONG THE NORTH LINE OF SAID BLOCK 117 (ALSO THE SOUTH MARGIN OF W. GARFIELD STREET) A DISTANCE OF 238.66 FEET; THENCE DEPARTING FROM SAID NORTH LINE S05°45'51"E A DISTANCE OF 5.22 FEET; THENCE S16°44'09"W A DISTANCE OF 0.66 FEET; THENCE S79°09'47"W A DISTANCE OF 15.54 FEET; THENCE S00°59'17"W A DISTANCE OF 20.43 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S00°59'17"W A DISTANCE OF 48.46 FEET; THENCE N88°58'14"W A DISTANCE OF 88.89 FEET; THENCE N52°49'35"E A DISTANCE OF 65.63 FEET; THENCE N79°09'47"E A DISTANCE OF 35.04 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING, AND THE TERMINUS OF THIS LINE.

CONTAINING 20,025 SQUARE FEET (0.45 ACRES),  
MORE OR LESS.

**EXHIBIT D**  
**DEPICTION OF SURFACE/AERIAL EASEMENT AREA**



**EXHIBIT E**  
**PERMANENT PIPELINE/ACCESS EASEMENT AREA LEGAL DESCRIPTION**

WEST YARD PERMANENT PIPELINE EASEMENT AREA

THAT PORTION OF PARCEL "A" OF THE PORT OF SEATTLE MAGNOLIA BASIN PROPERTY LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 23 AND THE NORTHEAST QUARTER OF SECTION 26 ALL IN TOWNSHIP 25 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY WASHINGTON, CONSISTING OF:

ALL OF BLOCK 117 OF THE PLAT OF SEATTLE TIDE LANDS, VOLUME 1, PAGES 19 AND 20;

TOGETHER WITH ROADS AND ALLEYWAYS CONTAINED THEREIN VACATED BY COURT ORDER, APRIL 21, 1943, RECORDING NO. 3305751;

EXCEPT LOTS 8, 9, 10 AND 11, AND PORTIONS OF LOTS 7 AND LOTS 12 THROUGH 18 OF SAID BLOCK 117;

AND EXCEPT THAT PORTION OF SAID BLOCK 117 LYING WESTERLY OF THE EAST MARGIN OF 23RD AVENUE W AS DESCRIBED IN THE DEED FOR ROAD PURPOSES, AUDITOR'S NO. 9201060605, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH LOT 6 OF BLOCK 116 OF THE PLAT OF SEATTLE TIDE LANDS, VOLUME 1, PAGES 19 AND 20;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 117, ALSO BEING A POINT ON THE SOUTH MARGIN OF W. GARFIELD STREET; THENCE N89°00'43"W ALONG THE NORTH LINE OF SAID BLOCK 117 (AND SAID SOUTH MARGIN OF W. GARFIELD STREET) A DISTANCE OF 218.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE DEPARTING FROM SAID SOUTH MARGIN OF W. GARFIELD STREET S05°45'51"E A DISTANCE OF 6.83 FEET; THENCE S16°44'09"W A DISTANCE OF 16.76 FEET; THENCE S79°09'47"W A DISTANCE OF 66.99 FEET; THENCE S52°49'35"W A DISTANCE OF 82.62 FEET; THENCE N01°04'22"E A DISTANCE OF 9.90 FEET; THENCE N88°56'14"W A DISTANCE OF 216.26 FEET, MORE OR LESS, TO THE EAST MARGIN OF 23RD AVENUE W.; THENCE N00°57'50"E ALONG SAID EAST MARGIN A DISTANCE OF 10.00 FEET; THENCE DEPARTING FROM SAID EAST MARGIN S88°56'14"E A DISTANCE OF 209.21 FEET; THENCE N52°49'35"E A DISTANCE OF 80.53 FEET; THENCE N79°09'47"E A DISTANCE OF 59.55 FEET; THENCE N16°44'09"E A DISTANCE OF 0.66 FEET; THENCE N05°45'51"W A DISTANCE OF 5.22 FEET, MORE OR LESS, TO THE SOUTH MARGIN OF W. GARFIELD STREET; THENCE S89°00'43"E ALONG SAID SOUTH MARGIN A DISTANCE OF 20.14 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING AND THE TERMINUS OF THIS LINE.

CONTAINING 5,285 SQUARE FEET (0.13 ACRES), MORE OR LESS.