

RESOLUTION NO. 1738

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON RATIFYING A PROPERTY CONVEYANCE AGREEMENT WITH LOVE'S TRAVEL STOPS & COUNTRY STORES, INC. AND DECLARING CERTAIN PROPERTY IDENTIFIED IN THE AGREEMENT AS SURPLUS

WHEREAS, Love's Travel Stops & Country Stores, Inc. ("Love's") owns several parcels of property between Port of Tacoma Road and 34th Avenue East both north and south of 12th Street East ("the Love's Property"); and

WHEREAS, Love's operates a full service Love's Travel Stop and related facilities on the Love's Property south of 12th Street; and

WHEREAS, it is necessary for the City to acquire a portion of the Love's Property for right of way, as well as a slope easement and certain access rights, all for the City's Port of Tacoma Road interchange improvement project (the "Project"); and

WHEREAS, given that the Project will change the direction and flow of traffic in and around Love's Property, and given that there has been an exponential increase in truck traffic to and from the Port of Tacoma, Love's intends to use this opportunity to expand its operation north of 12th Street; and

WHEREAS, the expansion of Love's truck parking area will help address the chronic problem faced by the City, the Port, WSDOT and other jurisdictions relating to the lack of enough safe off street parking for the burgeoning truck volumes in and around the Port of Tacoma; and

WHEREAS, the City desires to cooperate with Love's in helping address the issue of the lack of safe off-street truck parking by vacating one of its streets north of 12th Street that is no longer needed by conveying that property to Love's for it to be included in Love's expansion of its truck parking area and related facilities; and

WHEREAS, the City also finds it to be in the best interests of the community to cooperate with Love's in helping address the issue of off-street truck parking by conveying to Love's two small pieces of unneeded City property located north of 12th Street ("Fife Parcels"); and

WHEREAS, the City also finds it to be in the best interests of the community to assist Love's in acquiring two parcels north of 12th Street that are owned by WSDOT, less a portion of WSDOT parcel number 032002404043 that will be conveyed to the City for right of way purposes; and

WHEREAS, the City Attorney's office has negotiated a Property Conveyance Agreement Between Love's Travel Stops & Country Stores, Inc. and City of Fife ("Agreement") that provides for (1) acquisition by Fife from Love's of the right of way, slope easement, and access rights necessary for the Project for appraised value; (2) acquisition by Love's from Fife of the Fife Parcels for appraised value; (3) vacation of the unused street north of 12th upon payment of the appraised value; and (4) cooperation and assistance in Love's acquiring the surplus WSDOT property; now, therefore

BE IT RESOLVED that the City Council hereby ratifies and approves the Property Conveyance Agreement between Love's Travel Stops & country Stores, Inc. and City of Fife attached hereto as Exhibit A and authorizes the City Manager to pay the amounts and perform the actions necessary to acquire the property in accordance with the Agreement.

BE IT FURTHER RESOLVED that the purchase from Love's to Fife is being made under immediate threat of the City's exercise of the right of eminent domain.

BE IT FURTHER RESOLVED that the property identified in the Agreement at the Fife Parcels is declared surplus, and the City Manager is authorized to sell it to Love's Travel Stops & Country Stores, Inc. in accordance with the terms of the Agreement.

ADOPTED by the City Council at an open public meeting held on the 11th day of October, 2016.


Winston E. Marsh, Jr., Mayor

Attest:


for ~~Carol Eigen, City Clerk~~ Deputy City Clerk

**PROPERTY CONVEYANCE AGREEMENT
BETWEEN
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.
AND
CITY OF FIFE**

1. **DATE & PARTIES.** This property conveyance agreement (the "Agreement"), for reference purposes only, is dated the ____ day of _____, 2016, ("Reference Date") and is entered into by and between **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**, an Oklahoma corporation ("Love's"), and the **CITY OF FIFE**, a Washington municipal corporation (the "City").

2. **RECITALS.**

2.1 Love's is the owner of certain real property located south of 12th Street East in Fife, Pierce County, Washington, as more particularly described in Exhibit A attached hereto (the "Love's Property"), and upon which Love's operates a full service Love's Travel Stop and related facilities.

2.2 Love's also is the owner of certain real property located north of 12th Street East in Fife, Pierce County, Washington, as more particularly described in Exhibit B attached hereto, and upon which Love's intends to construct a truck parking area and related facilities in support of and to be integrated into the Love's business on the Love's Property ("Love's Vacant Property").

2.3 Within the area north of 12th Street East that is bounded on the north by the State Route 509 right of way, on the east by 34th Avenue East, and on the West by Port of Tacoma Road, are located Love's Vacant Property, a City Street ("Vacated Right of Way"), two parcels of land owned by the Washington State Department of Transportation, and two parcels of land owned by the City ("Fife Parcels"). All of these parcels of land, less the portions to be conveyed to the City as referenced below, shall collectively be referred to as the "Love's Expansion Area" and are pictorially illustrated on Exhibit D.

2.4 The City, in concert with its various funding partners, has been working with Washington State Department of Transportation ("WSDOT") to construct major improvements for truck access into the Port of Tacoma. This public work is called the Port of Tacoma Interchange Improvement Project (the "Project"). As part of the Project the City desires to obtain from Love's: (1) the fee interest in and to that certain portion of the Love's Property legally described on Exhibit C attached hereto for public right of way purposes (the "Right of Way Property"); (2) an easement over, across, under, and through that certain portion of the Love's Property legally described on Exhibit E attached hereto for slope easement purposes (the "Slope Easement Property"; and (3) to limit and control access to certain points on 34th Avenue East and Port of Tacoma Road from the Love's Property by acquiring the access rights to the area legally described in Exhibit F (the "Limited Access Rights Property"), all three areas being collectively referred to herein as the "Project Property". The Project Property is pictorially illustrated on Exhibit D.

2.5 Given that the Project will change the direction and flow of traffic in and around Love's Property, and given that there has been an exponential increase in truck traffic to and from the Port of Tacoma, Love's intends to use this opportunity to expand its operation at Love's



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Property into the Love's Expansion Area. The expansion of Love's truck parking area will help address the chronic problem faced by the City, the Port, WSDOT and other jurisdictions relating to the lack of enough safe off street parking for the burgeoning truck volumes in and around the Port of Tacoma.

2.6 The City desires to cooperate with Love's in helping address the issue of the lack of safe off-street truck parking by vacating one of its streets that will no longer be needed once Phase 1 of the Project has been completed and by conveying that property to Love's for it to be included in Love's expansion of its truck parking area and related facilities. The area to be vacated by the City within the Love's Expansion Area and conveyed to Love's is more particularly described on Exhibit G attached hereto (the "Vacated Right of Way"), and pictorially represented in Exhibit D.

2.7 The City also finds it to be in the best interests of the community to cooperate with Love's in helping address the issue of off-street truck parking by conveying to Love's a small piece of City property located within the Love's Expansion Area more particularly described in Exhibit H (the "Fife Parcels"), and pictorially illustrated in Exhibit D that once the Project is completed, will no longer have access to the a public street unless combined with the abutting property that will be acquired from Love's from WSDOT.

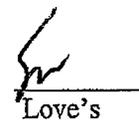
2.8 The City also finds it to be in the best interests of the community to assist Love's in acquiring two parcels within the Love's Expansion Area that are owned by WSDOT, less a portion of WSDOT parcel number 032002404043 that will be conveyed to the City for right of way purposes. The portion of the two WSDOT parcels that are to be conveyed to Love's are legally described in Exhibit I (the "WSDOT Property"), and pictorially illustrated in Exhibit D. The City and Love's will work cooperatively in seeking to have the WSDOT declare the WSDOT Property surplus and to convey it to Love's simultaneously with the other conveyances contemplated by the Agreement, in accordance with WSDOT's surplus real property program.

3. **LIST OF EXHIBITS.** The following are the list of exhibits that are attached to the Agreement:

- Exhibit A: Legal Description for existing Love's Full Service Truck Stop and related facilities located south of 12th Street East ("Love's Property")
- Exhibit B: Legal Description for Love's real property located north of 12th Street East, APN 9165400022, 9165400033, and 0320024102 ("Love's Vacant Property")
- Exhibit C: Legal Description for Portion of Love's Property the City intends to obtain for right of way purposes ("Right of Way Property")
- Exhibit D: Pictorial illustration summary of all real property fee, easement and limited access rights transfers



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- Exhibit E: Legal Description for portion of Love's property the City intends to obtain for a Slope Easement ("Slope Easement Property")
- Exhibit F: Legal Description for portion of Love's property the City intends to obtain for Limited Access Rights ("Limited Access Rights Property")
- Exhibit G: Legal Description for property to be vacated by the City within the Love's Expansion Area and conveyed to Love's ("Vacated Right of Way")
- Exhibit H: Legal Description for City Property located within the Love's Expansion Area to be conveyed to Love's ("Fife Parcels")
- Exhibit I: Legal Description for the portions of two WSDOT parcels to be conveyed to Love's ("WSDOT Property")
- Exhibit J: Form of City Bargain and Sale Deed to be used in the transfer of the Right of Way Property ("City Bargain and Sale Deed")
- Exhibit K: Form of Slope Easement Agreement
- Exhibit L: Form of the WSDOT Quit Claim Deed to be used in the transfer of the portions of the WSDOT Property to Love's
- Exhibit M: Form of Driveway Construction Permit
- Exhibit N: Form of Immediate Use and Possession Agreement for the Project Property

4. CONVEYANCE OF PROJECT PROPERTY.

4.1 Fee Conveyance; Exceptions to Title. At the Closing (as defined in Section 8.2 below), Love's shall transfer and convey fee title in and to the Right of Way Property to the City, subject to those encumbrances, easements, leases, rights of parties in possession, instruments, liens, rights of way, mineral reservations, restrictions and other matters of record affecting the Right of Way Property, insofar and only to the extent that such encumbrances are valid, subsisting and enforceable and apply to and cover the Right of Way Property that will not adversely impact the intended use of the Right of Way Property. Such transfer and conveyance shall be by special warranty deed, with such special warranty deed to be prepared by the City, but subject to the reasonable approval of Love's (the "City Bargain and Sale Deed"). The form of the bargain and sale deed to be used is attached hereto as Exhibit J.

4.2 Grant of Easement. At the Closing, Love's and the City shall each execute and deliver an original of an easement agreement, in a form mutually satisfactory to the parties,



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pursuant to which Love's grants to the City a perpetual, non-exclusive easement over, under, across, and through the Slope Easement Property (the "Slope Easement Agreement"). The form of the easement to be used is attached hereto as Exhibit K.

4.3 Conveyance of Limited Access Rights. In connection with the Project, the WSDOT is requiring that the City convey to WSDOT the limited access rights for multiple pieces of property, including two areas that are part of the Project Property. The limited access rights area is pictorially illustrated on Exhibit D and includes approximately a 135 foot portion of the southwest corner of the Love's Property generally adjacent to the right-of-way boundary of Port of Tacoma Road, and approximately a 115 foot portion of the southeast corner of the Love's Property generally adjacent to the right-of-way boundary of 34th Avenue East. At closing the limited access rights to the Limited Access Rights Property shall be conveyed to the City in the Bargain and Sale Deed set forth in Exhibit J.

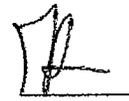
4.4 Conveyance As-Is. The City acknowledges that the City has made thorough inspections and investigations of the Project Property and the City agrees to take title or an easement interest, as applicable, to the Project Property AS-IS, WHERE IS, AND WITH ALL FAULTS and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear and without any reduction in or abatement of the Project Property Purchase Price (as defined below), subject only to the warranty set forth in the conveyance document and the warranty set forth in paragraph 12 below.

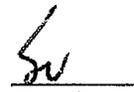
4.5 Project Property Purchase Price. The purchase price to be paid by the City to Love's for the Project Property is four hundred eighty thousand two hundred dollars (\$480,200.00) (the "Project Property Purchase Price"), which, except as expressly provided otherwise in this Agreement, shall be payable in full and in good and immediately available funds at the Closing. The parties acknowledge and agree that the Project Property Purchase Price is the fair market value for such real property, determined by appraisal performed by a third party.

5. VACATED RIGHT OF WAY.

5.1 Street Vacation Process. In order to vacate a city street the City is required by RCW 35A.47.020 to follow the process set forth in Chapter 35.79 RCW. Love's agrees to sign a street vacation petition on the City's standard form concurrently with its execution of this Agreement. The City agrees at the next regularly scheduled City Council meeting after the execution of this Agreement by Love's to adopt the resolution initiating the vacation process for the Vacated Right of Way and to set the public hearing, as further described and required in RCW 35.79.010. The public hearing shall be set before the first available City Council meeting after the required 20 day notice period required by RCW 35.79.020.

5.2 Conveyance of Vacated Right of Way. Unless there is an objection at the public hearing that makes it legally impossible to convey the Vacated Right of Way, the City Council shall waive first reading and adopt at the City Council meeting at which the public hearing is held an ordinance vacating the Vacated City Right of Way, provided the Project Property is simultaneously conveyed to the City at Closing, and upon payment of the full appraised value of the area to be vacated.


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5.3 Fife Parcels Process. In order to sell the Fife Parcels to Love's, the City is required by FMC 1.28.030(B) to adopt a resolution declaring the Fife Parcels surplus and authorizing them to be sold to Love's under the terms and conditions of the Agreement. The City agrees to adopt such resolution at the same City Council meeting at which this Agreement is ratified. Conveyance of the Fife Parcels to Love's shall be by quit claim deed.

5.4 Vacated Right of Way and Fife Parcels Purchase Price. The purchase price to be paid by Love's to the City for the Vacated Right of Way and the Fife Parcels, based upon the fair market value as determined by an appraisal obtained by the City from Broadview Appraisal Inc. that is dated September 1, 2016, is four hundred eighty thousand dollars (\$480,000.00) (the "Vacated Right of Way Purchase Price and the Fife Parcels Purchase Price"), which, except as expressly provided otherwise in this Agreement, shall be payable in full and in good and immediately available funds at the Closing. For purposes of the Vacated Right of Way public hearing process, the purchase price for the Vacated Right of Way shall be established by a letter supplement to the September 1, 2016 appraisal that will break out the number of square feet in the Vacated Right of Way from the total number of square feet included in the appraisal, and then apply a prorata portion of the appraisal valuation to the number of square feet in the Vacated Right of Way parcel.

5.5 Offset of Purchase Price. Notwithstanding anything in this Agreement to the contrary, Love's and the City acknowledge and agree that the payments required pursuant to paragraphs 4.5 and 5.3 above shall be offset against one another. Accordingly, at the Closing either (a) Love's shall only be required to make an actual payment to the City in an amount equal to the excess, if any, of the Vacated Right of Way Purchase Price and the Fife Parcels Purchase Price as compared to the Project Property Purchase Price, or (b) the City shall only be required to make an actual payment to Love's in an amount equal to the excess, if any, of the Project Property Purchase Price as compared to the Vacated Right of Way Purchase Price and the Fife Parcels Purchase Price.

6. WSDOT PROPERTY.

6.1 Surplus and Conveyance of WSDOT Property. WSDOT has already started the process to declare WSDOT Property surplus in order to convey portions of it to the City for use in the Project, and convey the remainder to Love's. The conveyance of the WSDOT Property to Love's shall be by Quit Claim Deed and the conveyance document will be prepared by WSDOT in the form developed pursuant WSDOT standard protocol ("WSDOT Quit Claim Deed"). The form of the WSDOT Quit Claim Deed is attached hereto as Exhibit L. Love's has no obligation to accept the conveyance if the terms of the encumbrances on title are not acceptable to it, in its sole discretion.

6.2 WSDOT Property Purchase Price. WSDOT is required by state law, when surplus property is sold to a private party, to sell the property at fair market value, as determined by an appraiser selected by WSDOT. The appraisal for the WSDOT Property is currently underway. The purchase price shall be payable by Love's as required pursuant to the WSDOT's established process of declaring and conveying surplus property. Love's has no obligation to accept the conveyance if the terms of the appraisal are not acceptable to it, in its sole discretion.


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7. **DEVELOPMENT MATTERS.**

7.1 **Love's Property Driveway Closure and Construction.** In connection with the Project, the City will require that the existing access driveway to the Love's Property to and from 12th Street East be permanently closed. Love's shall cooperate with the City in connection with such closure, including executing any documents reasonably necessary to evidence such closure. The Project will be constructed so that there will be no direct access to 12th Street East from any property on the north and south sides of 12th Street East. When Love's submits to the City its development application for the Love's Expansion Area, the access to the development shall be from 34th Avenue East. As additional consideration for restricting ingress and egress directly on to 12th Street East from the Love's Property and Love's Expansion Area, the City shall authorize and construct, at the City's sole cost and expense, a replacement access driveway to the Love's Property to and from 34th Avenue East, including a driveway approach of 100 feet in width on 34th Avenue East (Love's may choose to have the driveway approach be narrower, in its sole discretion) (the "**Replacement Driveway**"). The Replacement Driveway shall be constructed at the same time as the other improvements to be constructed by the City within the 34th Avenue East right of way as part of the Project. The Replacement Driveway will be constructed so that there is a smooth transition between the street grade of 34th Avenue East after its reconstruction as part of the Project, and the existing grade of the Love's Property parking lot at the driveway location. Love's shall provide a driveway construction permit ("Driveway Construction Permit"), at no expense, in order to allow the City's contractor for the Project to enter upon the Love's Property in order to construct the Replacement Driveway. The form of the Driveway Construction Permit is attached hereto as Exhibit M. The Replacement Driveway shall be constructed in accordance with the design specifications duly adopted by the City for driveway aprons subject to heavy truck traffic.

7.2 **Driveway to Love's Expansion Area.** As additional consideration for restricting ingress and egress directly on to 12th Street East from the Love's Property and Love's Expansion Area, the City shall authorize and construct, at the City's sole cost and expense, a 60 foot driveway approach to the Love's Expansion Area to and from 34th Avenue East (the "**Expansion Area Approach**"). The Expansion Area Approach shall be constructed at the same time as the other improvements to be constructed by the City within the 34th Avenue East right of way as part of the Project. The Expansion Area Approach shall be aligned with the road running east-west on the east side of 34th Avenue East abutting Tax Parcel No. 0320024014. Love's shall provide a driveway construction permit ("Driveway Construction Permit"), at no expense, in order to allow the City's contractor for the Project to enter upon the Love's Expansion Area in order to construct the Expansion Area Approach. The form of the Driveway Construction Permit is attached hereto as Exhibit M. The Expansion Area Approach shall be constructed in accordance with the design specifications duly adopted by the City for driveway aprons subject to heavy truck traffic.

7.3 **Allowed Uses.** At closing the City's community development director will provide an administrative interpretation to Love's indicating that commercial truck parking, vehicle washing, and minor vehicle service and repair on the Love's Vacant Property, Vacated Right of Way, Fife Parcels and WSDOT Property are allowed uses.

8. **CITY COUNCIL APPROVAL; CLOSING; CLOSING COSTS.**



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8.1 Council Approval. This Agreement is subject to ratification by the Fife City Council before the Agreement is legally binding upon the City. The City Manager shall submit the agreement for ratification by the City Council at the next regularly scheduled City Council meeting after the Agreement is signed by Love's and has been transmitted to the City. Ratification must be received from the City Council within thirty days from the Reference Date or the Agreement is null and void.

8.2 Closing. Subject to the satisfaction of all conditions set forth in Section 9 below, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place within thirty (30) days following the last to occur of (a) approval of the vacation of the Vacated Right of Way by all necessary governing authorities and (b) approval of the declaring as surplus and conveyance of the WSDOT Property by all necessary governing authorities, with the exact time and date for the Closing to be mutually agreed upon by the parties. The City, with Love's assistance and cooperation, as necessary, shall diligently pursue the receipt of all approvals, authorizations, and other consents necessary to consummate the Closing. The Closing will take place via exchange of documents in escrow or in such other manner as may be agreed to by Love's and the City. If the City and Love's cannot agree on an alternative means to handle Closing, then closing shall occur at the office of Ticor Title Company, 3929 Bridgeport Way W., Suite 202, University Place, WA 98466 ("Closing Agent").

8.3 Closing Costs. Love's and the City shall be solely responsible for their respective attorney's fees, if any. With respect to the Vacated Right of Way, and the Fife Parcels, Love's shall be solely responsible for (i) the cost of any title commitment obtained by Love's and title policy premium in connection therewith, (ii) the cost of any survey of the Vacated Right of Way and the Fife Parcels obtained by Love's; (iii) recording fees and associated real estate excise tax fees, if any (iv) any title company closing fees and associated charges for any title company engaged by Love's; and (v) any other expense(s) incurred by Love's or its representative(s) in inspecting or evaluating the Vacated Right of Way and/or the Fife Parcels. With respect to the Project Property, the City shall be solely responsible for (i) the cost of any title commitment obtained by the City and title policy premium in connection therewith, (ii) the cost of any survey of the Project Property obtained by the City; (iii) recording fees; and associated real estate excise tax fees, if any; (iv) any title company closing fees and associated charges for any title company engaged by the City; (v) any other expense(s) incurred by the City or its representative(s) in inspecting or evaluating the Project Property. The parties shall equally split any documentary stamps and transfer taxes and fees, if any, and the Closing Agent fees.

8.4 Prorations. The only parcels upon which real estate taxes are assessed are the Love's Property parcels. It is agreed that the real estate taxes on said parcels shall be transferred, at Closing, to the remainder of the Love's Property.

9. CONDITIONS TO CLOSING.

9.1 Love's Conditions. Notwithstanding anything in this Agreement to the contrary, the obligation of Love's to consummate the transactions contemplated hereby is expressly conditioned upon the fulfillment by and as of the Closing, of each of the following conditions;


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provided, however, Love's may, in its sole discretion, waive any of such conditions in writing: (a) the vacation of the Vacated Right of Way shall have been approved by all necessary governmental action; (b) the City shall have executed and delivered to Love's the quit claim deeds for the Vacated Right of Way and Fife Parcels, the Slope Easement Agreement, and all other documents reasonably necessary or otherwise required to consummate the transactions contemplated by this Agreement; (c) the City shall have paid to Love's all sums of money owed pursuant to this Agreement, after offset of any monies to be paid to the City by Love's (this condition shall be met at Closing); (d) the declaring as surplus and conveyance of the WSDOT Property shall have been approved by all necessary governmental action and Love's shall have received the WSDOT Quit Claim Deed and any other documents necessary to evidence the conveyance of the WSDOT Property; and (e) the City shall have performed all other obligations required by it under this Agreement on or before the Closing.

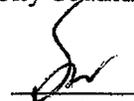
9.2 City's Conditions. Notwithstanding anything in this Agreement to the contrary, the obligation of the City to consummate the transactions contemplated hereby is expressly conditioned upon the fulfillment by and as of the Closing, of each of the following conditions; provided, however, the City may, in its sole discretion, waive any of such conditions in writing: Love's shall have (a) executed and delivered to the City the City Bargain and Sale Deed, the Slope Easement Agreement, the documents required pursuant to Section 4 and 6 above, and all other documents reasonably necessary or otherwise required to consummate the transactions contemplated by this Agreement; (b) paid to the City all sums of money owed pursuant to this Agreement, after offset of any monies to be paid to Love's by the City (this condition to be met at Closing); and (c) performed all other obligations required by it under this Agreement on or before the Closing.

9.3 Failure of Condition. Notwithstanding anything in this Agreement to the contrary, if any condition precedent to a party's obligation to effect the Closing set forth above has not been timely satisfied, then the other party, in such party's sole discretion, may either (a) terminate this Agreement by written notice thereof to the other party, after which this Agreement shall terminate and have no further force and effect, except for those provisions that expressly survive the termination hereof, or (b) waive any unsatisfied condition and consummate the transactions contemplated hereby; or (c) obtain a court order mandating specific performance of the transaction contemplated hereunder. Provided, all provisions of the Agreement notwithstanding, Love's shall execute the Immediate Use and Possession Agreement in accordance with the provisions of section 10, even if the right to terminate the agreement has been triggered.

10. CONDEMNATION AND IMMEDIATE USE AND POSSESSION.

10.1 The City has already passed the necessary ordinance to petition the Pierce County Superior Court for condemnation of the Project Property, the Limited Access Rights and the Slope Easement Property (the "Condemnation Action"). The legal descriptions that are set forth in the Condemnation Action are slightly different than the legal descriptions in the Agreement. If the City must continue with the Condemnation Action because the Agreement is terminated, then Love's consents to the modification of the legal descriptions in the Condemnation Action being modified to reflect the legal descriptions in the Agreement without further notice or City Council


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action, and said modified legal descriptions shall be the legal description used in the Petition for Condemnation that would be served upon Love's. However, in lieu of going forward with the Condemnation Action at the time it was approved by the City Council, the City and Love's have been working on a more global solution to allow the conveyance of both City and WSDOT property to Love's at the same time that Love's voluntarily conveys the Project Property to the City, so the City does not have to commence the Condemnation Action.

10.2 The City and Love's have committed to work in good faith and use their best efforts to consummate all of the transactions contemplated in this Agreement no later than December 31, 2016. However, there are factors out of both of their control, such as decisions by WSDOT, and legal challenges from third parties, that could delay, or even thwart the closing of some of the contemplated transactions. If, for any reason, including termination of the Agreement, all of the transactions contemplated by this Agreement have not been completed by December 31, 2016, then Love's agrees to within three (3) business days after written demand from the City, sign and return to the City the duly executed Immediate Use and Possession Agreement for the Project Property in the form attached hereto as Exhibit N. The Parties have already agreed to the price for the conveyance of the Project Property, however, at the time that the duly executed Immediate Use and Possession Agreement is conveyed to the City, Love's, in its sole discretion, may demand that the City file the condemnation petition and allow for the amount of just compensation to be paid to Love's be determined by the Pierce County Superior Court in accordance with the applicable statutes and court rules.

11. **DEFAULT AND REMEDIES.** The only remedies available to either party, if a party breaches any provision of this Agreement and fails to remedy such breach within thirty (30) days of notice thereof, is to either: 1) institute legal action against the defaulting party in the Pierce County Superior Court for the State of Washington for specific performance or injunctive relief; or 2) terminate the Agreement.

12. **REPRESENTATION AND WARRANTIES.**

12.1 Of Love's. Love's represents and warrants that (i) it is an Oklahoma corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma; (ii) it has the full and complete right, power and authority to enter into this Agreement and to perform its duties and obligations under this Agreement in accordance with the terms and conditions hereof; and (iii) the individual executing this Agreement on behalf of Love's is duly authorized and empowered to do so and by such execution, binds Love's under this Agreement.

12.2 Of the City. The City represents and warrants that (i) it is a validly existing Washington municipal corporation; (ii) subject to the approval of this Agreement by the Fife City Council, it has the full and complete right, power and authority to enter into this Agreement and to perform its duties and obligations under this Agreement in accordance with the terms and conditions hereof; and (iii) the individual executing this Agreement on behalf of the City is duly authorized and empowered to do so and by such execution, binds the City under this Agreement.



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13. MISCELLANEOUS.

This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and shall be binding upon and inure to the parties, their respective successors and assigns. The terms hereof shall not be construed in favor of or against either party, but shall be construed as if jointly prepared by the parties, it being understood and agreed that each party hereto had sufficient opportunity to participate in the drafting of this Agreement and to seek legal advice in relation hereto. If any provisions of this Agreement shall be held to be void or unenforceable for any reason, said provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to said void or unenforceable provision while still remaining valid and enforceable, and the remaining terms or provisions hereof shall not be affected thereby. No modification of this Agreement shall be effective unless in writing and signed by the parties hereto. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between the parties or their respective successors and assigns. This Agreement may only be assigned by either party upon the prior written consent of the other party. This Agreement shall be governed by, interpreted and enforced, in accordance with the laws of the State of Washington and venue shall be in the Pierce County Superior Court in Tacoma, Washington. In the event a party hereto commences litigation or other legal proceeding against another party to enforce any terms of this Agreement, the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental thereto (including the fees and costs incurred to collect the sums due under this sentence). This Agreement may be executed by facsimile, electronic or original signature of the parties and in counterparts which, assuming no modification or alteration, shall constitute an original and when taken together, shall constitute one and the same instrument. The terms and provisions of this Section 13, as well as all warranties contained in the Agreement, and the provisions of Section 10 shall survive the expiration, termination or completion of this Agreement.

14. NOTICE.

14.1 Notice Addresses. Any notice or communication required by this Agreement must be in writing, and may be given either personally, electronically with evidence of receipt, or by express delivery service, return receipt requested. If given personally, or by registered or certified mail, such notice or communication shall be deemed to have been given and received upon actual receipt. If signature is refused, then the date of refusal shall be deemed the date of delivery. If delivery is made electronically, either by e-mail or facsimile transmission, a notice shall be deemed to have been given when delivered to the person to whom it is addressed, and there is electronic confirmation that it was received. Such notices or communications shall be given to the Parties at their addresses set forth below:

Love's:

Love's Travel Stops & Country Stores, Inc.
Attn: VP of Real Estate & Development
10601 N. Pennsylvania Ave.
Oklahoma City, OK 73120
Facsimile: _____
Email: rick.shuffield@loves.com



City



Love's

City: Subir Mukerjee
City Manager
City of Fife
5411 23rd Street East
Fife, WA 98424
Facsimile: (253) 922-_____
Email: smukerjee@cityoffife.org

With a copy to: Loren D. Combs
VSI Law Group, PLLC
225 Tacoma Avenue South
Tacoma, WA 98402
Facsimile: (253) 212-3963
Email: ldc@vsilawgroup.com

14.2 Primary Contact. In order to provide for the efficient and effective conveyance of information regarding this Agreement, the Parties have identified the following people as their primary contact person for all correspondence, other than official notice required to be given to the persons identified in section 14.1:

Love's: Love's Travel Stops & Country Stores, Inc.
Attn: VP of Real Estate & Development
10601 N. Pennsylvania Ave.
Oklahoma City, OK 73120
Facsimile: _____
Email: rick.shuffield@loves.com

City: Gregory F. Amann
City of Fife, Assistant City Attorney
VSI Law Group, PLLC
225 Tacoma Avenue South
Tacoma, WA 98402
Facsimile: (253) 212.3963
Email: gfa@vsilawgroup.com

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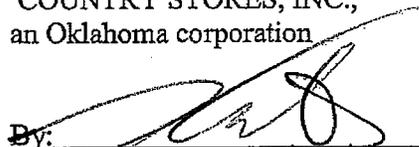
City



Love's

14.3 Change of Contact. Either Party may change its contact information, either for official notices under paragraph 14.1, or for general information under paragraph 14.2, by sending its new contact information to the other Party in the same manner as is provided for sending the other Party notice under the provisions of paragraph 14.1.

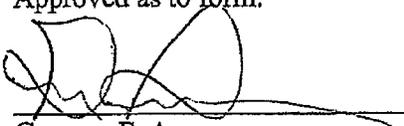
LOVE'S TRAVEL STOPS &
COUNTRY STORES, INC.,
an Oklahoma corporation

By: 
Name: Shane Wharton
Title: Exec. VP. Accting; Admin
Date of Execution: Sept 30, 2016

CITY OF FIFE,
a Washington municipal corporation

By: _____
Subir Mukerjee
City Manager
Date of Execution: _____, 2016

Approved as to form:



Gregory F. Amann
Assistant City Attorney

EXHIBIT A
Legal Description Love's Property
South of 12th Street East

The land referred to is situated in the County of Pierce, City of Fife, State of Washington, and is described as follows:

Parcel A:

Beginning at a point 313.06 feet East and 30 feet South of the Northwest corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington, said point is on the South line of Ward Street, as described in an instrument recorded under Recording No. 1464744, and is the Northeast corner of the tract of land described in Recording No. 1859732, records of Pierce County, Washington;

THENCE South, 104.36 feet;

THENCE West, along a line parallel with the South line of Ward Street, to the Easterly right-of-way line of the Port of Tacoma Road (the previous two course being the West and South lines of the tract of land described in Recording No. 1859732);

THENCE South, along the Easterly right-of-way line of the Port of Tacoma Road, to the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter;

THENCE Easterly, along the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter, to a point 140 feet West of the Southeast corner of said Northeast quarter of the Southwest quarter of the Southeast quarter;

THENCE North, 175 feet;

THENCE East, 120 feet;

THENCE North, to a point on the South line of said Ward Street;

THENCE West, along the South line of Ward Street, to the Point of Beginning;

EXCEPT that portion of the above described parcel conveyed to the State of Washington by warranty deed recorded under Recording Number 200003240566, records of Pierce County, Washington;

AND EXCEPT that portion of the above described parcel conveyed to the State of Washington by quit claim deed recorded under Recording Number 200003240567, records of Pierce County, Washington.

AND EXCEPT that portion of the above described property north of 12th Street East.

Parcel B:

Commencing at the Southeast corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington;

THENCE West, along the South line of said subdivision, 20 feet to the West line of Ruddock Road, being the Point of Beginning;

THENCE continuing West, along said South line, 120 feet;

THENCE North, parallel with the East line of said subdivision, 175 feet;

THENCE East, parallel with the South line of said subdivision, 120 feet to the West line of Ruddock Road;



THENCE South, along said West line of road, 175 feet to the Point of Beginning;

Parcel C:

Beginning at the intersection of the North line of Block 9, PUYALLUP WATERWAY FACTORY SITES ADDITION, according to the plat thereof recorded in Volume 9 of Plats, page 117, records of Pierce County, Washington, and the East line of the Port of Tacoma Road; THENCE East, along the North line of said Block 9 and said North line extended East, to a point 5 feet East of the center line of vacated Newton Street; THENCE North, parallel with the center line of vacated Newton Street, 30 feet to the center line of vacated Virginia Avenue; THENCE East, along said center line, 125 feet; THENCE North, 225 feet to the Northeast corner of Lot 1, Block 5 in said addition; THENCE West, along the North line of said addition, to intersect the Easterly line of Port of Tacoma Road; THENCE Southerly, along said Easterly line, to the Point of Beginning.

Parcel D:

Lots 10 through 18, Block 5, PUYALLUP WATERWAY FACTORY SITES ADDITION, according to the plat thereof recorded in Volume 9 of Plats, page 117, records of Pierce County, Washington; TOGETHER WITH that portion of vacated Virginia Avenue adjoining or abutting thereon, which upon vacation by the City of Fife Ordinance No. 629, recorded under Recording No. 8111090234, attached to said premises by operation of law.

ALL SITUATE in the County of Pierce, State of Washington.

Tax Account Nos. 032002-410-1, 032002-405-0, 708500-018-2, 708500-025-0, 708500-026-0 and 708500-027-0

EXHIBIT B
Legal Description Love's Property
North of 12th Street East

The land referred to is situated in the County of Pierce, City of Fife, State of Washington, and is described as follows:

Parcel A:

Beginning at a point 313.06 feet East and 30 feet South of the Northwest corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington, said point is on the South line of Ward Street, as described in an instrument recorded under Recording No. 1464744, and is the Northeast corner of the tract of land described in Recording No. 1859732, records of Pierce County, Washington;

THENCE South, 104.36 feet;

THENCE West, along a line parallel with the South line of Ward Street, to the Easterly right-of-way line of the Port of Tacoma Road (the previous two course being the West and South lines of the tract of land described in Recording No. 1859732);

THENCE South, along the Easterly right-of-way line of the Port of Tacoma Road, to the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter;

THENCE Easterly, along the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter, to a point 140 feet West of the Southeast corner of said Northeast quarter of the Southwest quarter of the Southeast quarter;

THENCE North, 175 feet;

THENCE East, 120 feet;

THENCE North, to a point on the South line of said Ward Street;

THENCE West, along the South line of Ward Street, to the Point of Beginning;

EXCEPT that portion of the above described parcel conveyed to the State of Washington by warranty deed recorded under Recording Number 200003240566, records of Pierce County, Washington;

AND EXCEPT that portion of the above described parcel conveyed to the State of Washington by quit claim deed recorded under Recording Number 200003240567, records of Pierce County, Washington.

AND EXCEPT that portion of the above described parcel south of 12th Street East.

Tax Account No. 032002-410-2

Parcel B:

Lot 23 to 26, inclusive, Block 4, Union Pacific Tidelands 4th Addition, according to the plat thereof recorded in Volume 10 of Plats, Page 1, records of Pierce County, Washington;

Except those portions conveyed to the State of Washington by Warranty Deeds recorded June 28, 1993 and May 9, 1994 under Recording Nos. 9306280693 and 9405090754.

Together with that portion of Newton Street described as follows:

Commencing at the Southwest corner of Lot 25 in Block 4 of Union Pacific Tidelands 4 Addition in the City of Fife, Pierce County, Washington, in the Southeast Quarter of Section 2, Township 20 North, Range 3 East, Willamette Meridian;
Thence North 100 feet along the West property line of said Lot, and Lots 24 and 23 of said Block, said 4th addition;
Thence West 30 feet along the North City Limit line;
Thence South 100 feet along a line parallel with the West property lines of said Lots;
Thence East 30 feet to the point of beginning.

Tax Account No. 9165400022

Parcel C

Lots 27 to 34, inclusive, Block 4, Union Pacific Tidelands 4th Addition, according to the plat thereof recorded in Volume 10 of Plats, Page 1, records of Pierce County, Washington;
Except therefrom those portions conveyed to the State of Washington by instruments recorded under Recording Nos. 9308310159 and 9405180642.

Tax Account No. 9165400033

EXHIBIT C

FEE ACQUISITION DESCRIPTION LOVE'S TO CITY
(PIERCE COUNTY PARCEL NOS. 0320024102, 0320024101, 0320024050, 7085000182,
7085000250, 7085000260, 7085000270, 9165400022 and 9165400033)
(WSDOT REFERENCE NO. 3-10569)

All that portion of the hereinafter described PARCEL "A" lying southerly of the "PS" line survey and westerly of the "RW34" line survey AND lying northerly and easterly of a line beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) PS 33+58.11 of the "PS" line survey of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and subsequent revisions thereto, and 37.29 feet southerly therefrom; thence easterly to a point opposite HES PS 33+79.53 on the "PS" line survey and 32.19 feet southerly therefrom; thence easterly to a point opposite HES PS 35+91.66 on said "PS" line survey and 31.96 feet southerly therefrom; thence northerly to a point opposite HES PS 35+91.66 on said "PS" line survey and 29.70 feet southerly therefrom; thence easterly to a point opposite HES PS 36+67.86 on said "PS" line survey and 28.61 feet southerly therefrom; thence easterly to a point opposite HES PS 36+85.78 on said "PS" line survey and 25.61 feet southerly therefrom; thence easterly to a point opposite HES PS 37+14.98 on said "PS" line survey and 25.57 feet southerly therefrom; thence easterly to a point opposite HES PS 37+29.94 on said "PS" line survey and 27.69 feet southerly therefrom; thence southeasterly along a non-tangent curve to the right, said curve having a radius of 45.50 feet, a distance of 64.68 feet to a point opposite HES RW34 209+55.95 on said "RW34" line survey and 34.11 feet westerly therefrom; thence westerly to a point opposite HES RW34 209+55.93 on said "RW34" line survey and 43.20 feet westerly therefrom; thence southerly to a point opposite HES RW34 209+35.93 on said "RW34" line survey and 43.16 feet westerly therefrom; thence easterly to a point opposite HES RW34 209+35.95 on said "RW34" line survey and 34.13 feet westerly therefrom; thence southerly to a point opposite HES RW34 207+95.21 on said "RW34" line survey and 34.35 feet westerly therefrom; thence westerly to a point opposite HES RW34 207+95.20 on said "RW34" line survey and 43.48 feet westerly therefrom; thence southerly to a point opposite HES RW34 207+75.20 on said "RW34" line survey and 43.44 feet westerly therefrom; thence easterly to a point opposite HES RW34 207+75.21 on said "RW34" line survey and 34.39 feet westerly therefrom; thence southerly to a point opposite HES RW34 205+08.43 on said "RW34" line survey and 34.81 feet westerly therefrom; thence westerly to a point opposite HES RW34 205+08.41 on said "RW34" line survey and 45.85 feet westerly therefrom; thence southerly to a point opposite HES RW34 204+88.41 on said "RW34" line survey and 45.82 feet westerly therefrom; thence easterly to a point opposite HES RW34 204+88.42 on said "RW34" line survey and 40.00 feet westerly therefrom and the end of this line description;

(Said portion containing 12,269 square feet, more or less)

AND

All that portion of the hereinafter described PARCEL "A" lying northerly of the "PS" line survey and westerly of the "RW34" line survey AND lying southerly and easterly of a line beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) PS 33+71.78 of the "PS" line survey of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and subsequent revisions thereto, and 57.30 feet northerly therefrom; thence easterly to a point opposite HES PS 35+70.84 on the "PS" line survey and 57.52 feet northerly therefrom; thence southerly to a point opposite HES PS 35+70.84 on the "PS" line survey and 55.50 feet northerly therefrom; thence easterly to a point opposite HES PS 36+80.47 on the "PS" line survey and 53.87 feet northerly therefrom; thence easterly to a point opposite HES PS 37+22.39 on the "PS" line survey and 59.16 feet northerly therefrom; thence northeasterly along a non-tangent curve to the left, said curve having a radius of 55.50 feet, a distance of 79.74 feet to a point opposite HES PS 37+70.95 on the "PS" line survey and 113.74 feet northerly therefrom; thence northerly to a point opposite HES PS 37+70.98 on the "PS" line survey and 117.26 feet northerly therefrom and the end of this line description;

(Said portion containing 13,255 square feet, more or less)

AND

All that portion of the hereinafter described PARCEL "A" lying westerly of the "RW34" line survey AND lying easterly of a line beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) D 28+40.26 of the "D" line survey of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval July 15, 2015 and subsequent revisions thereto, and 31.00 feet westerly therefrom; thence southwesterly along a non-tangent curve to the right, said curve having a radius of 559.00 feet, a distance of 80.21 feet to a point opposite HES D 27+55.61 of the "D" line survey and 31.00 feet westerly therefrom; thence northwesterly to a point opposite HES D 27+56.11 of the "D" line survey and 41.00 feet westerly therefrom; thence southwesterly to a point on the southerly line of said Parcel "A" approximately opposite HES D 27+25.42 of the "D" line survey and 40.91 feet westerly therefrom and the end of this line description.

(Said portion containing 950 square feet, more or less)

PARCEL "A"

Beginning at a point 313.06 feet East and 30 feet South of the Northwest corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington, said point is on the South line of Ward Street, as described in an instrument recorded under Recording No. 1464744, and is the Northeast corner of the tract of land described in Recording No. 1859732, records of Pierce County, Washington;

THENCE South, 104.36 feet;

THENCE West, along a line parallel with the South line of Ward Street, to the Easterly right-of-way line of the Port of Tacoma Road (the previous two course being the West and South lines of the tract of land described in Recording No. 1859732);

THENCE South, along the Easterly right-of-way line of the Port of Tacoma Road, to the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter;

THENCE Easterly, along the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter, to a point 140 feet West of the Southeast corner of said Northeast quarter of the Southwest quarter of the Southeast quarter;

THENCE North, 175 feet;

THENCE East, 120 feet;

THENCE North, to a point on the South line of said Ward Street;

THENCE West, along the South line of Ward Street, to the Point of Beginning;

EXCEPT that portion of the above described parcel conveyed to the State of Washington by warranty deed recorded under Recording Number 200003240566, records of Pierce County, Washington;

AND EXCEPT that portion of the above described parcel conveyed to the State of Washington by quit claim deed recorded under Recording Number 200003240567, records of Pierce County, Washington;

TOGETHER WITH the following described parcel:

Commencing at the Southeast corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington;

THENCE West, along the South line of said subdivision, 20 feet to the West line of Ruddock Road, being the Point of Beginning;

THENCE continuing West, along said South line, 120 feet;

THENCE North, parallel with the East line of said subdivision, 175 feet;

THENCE East, parallel with the South line of said subdivision, 120 feet to the West line of Ruddock Road;

THENCE South, along said West line of road, 175 feet to the Point of Beginning;

ALSO TOGETHER WITH the following described parcel:

Beginning at the intersection of the North line of Block 9, PUYALLUP WATERWAY FACTORY SITES ADDITION, according to the plat thereof recorded in Volume 9 of Plats, page 117, records of Pierce County, Washington, and the East line of the Port of Tacoma Road;

THENCE East, along the North line of said Block 9 and said North line extended East, to a point 5 feet East of the center line of vacated Newton Street;

THENCE North, parallel with the center line of vacated Newton Street, 30 feet to the center line of vacated Virginia Avenue;

THENCE East, along said center line, 125 feet;

THENCE North, 225 feet to the Northeast corner of Lot 1, Block 5 in said addition;

THENCE West, along the North line of said addition, to intersect the Easterly line of Port of Tacoma Road;

THENCE Southerly, along said Easterly line, to the Point of Beginning;

ALSO TOGETHER WITH the following described parcel:

Lots 10 through 18, Block 5, PUYALLUP WATERWAY FACTORY SITES ADDITION, according to the plat thereof recorded in Volume 9 of Plats, Page 117, records of Pierce County, Washington;

TOGETHER WITH that portion of vacated Virginia Avenue adjoining or abutting thereon, which upon vacation by the City of Fife Ordinance No. 629, recorded under Recording No. 8111090234, attached to said premises by operation of law;

ALSO TOGETHER WITH the following described parcel:

Lots 23 to 26, inclusive, Block 4, UNION PACIFIC TIDELANDS 4TH ADDITION, according to the plat thereof recorded in Volume 10 of Plats, Page 1, records of Pierce County, Washington; EXCEPT those portions conveyed to the State of Washington by Warranty Deeds recorded June 28, 1993 and May 9, 1994, under Recording Nos. 9306280693 and 9405090754;

TOGETHER WITH that portion of vacated Newton Street described as follows:

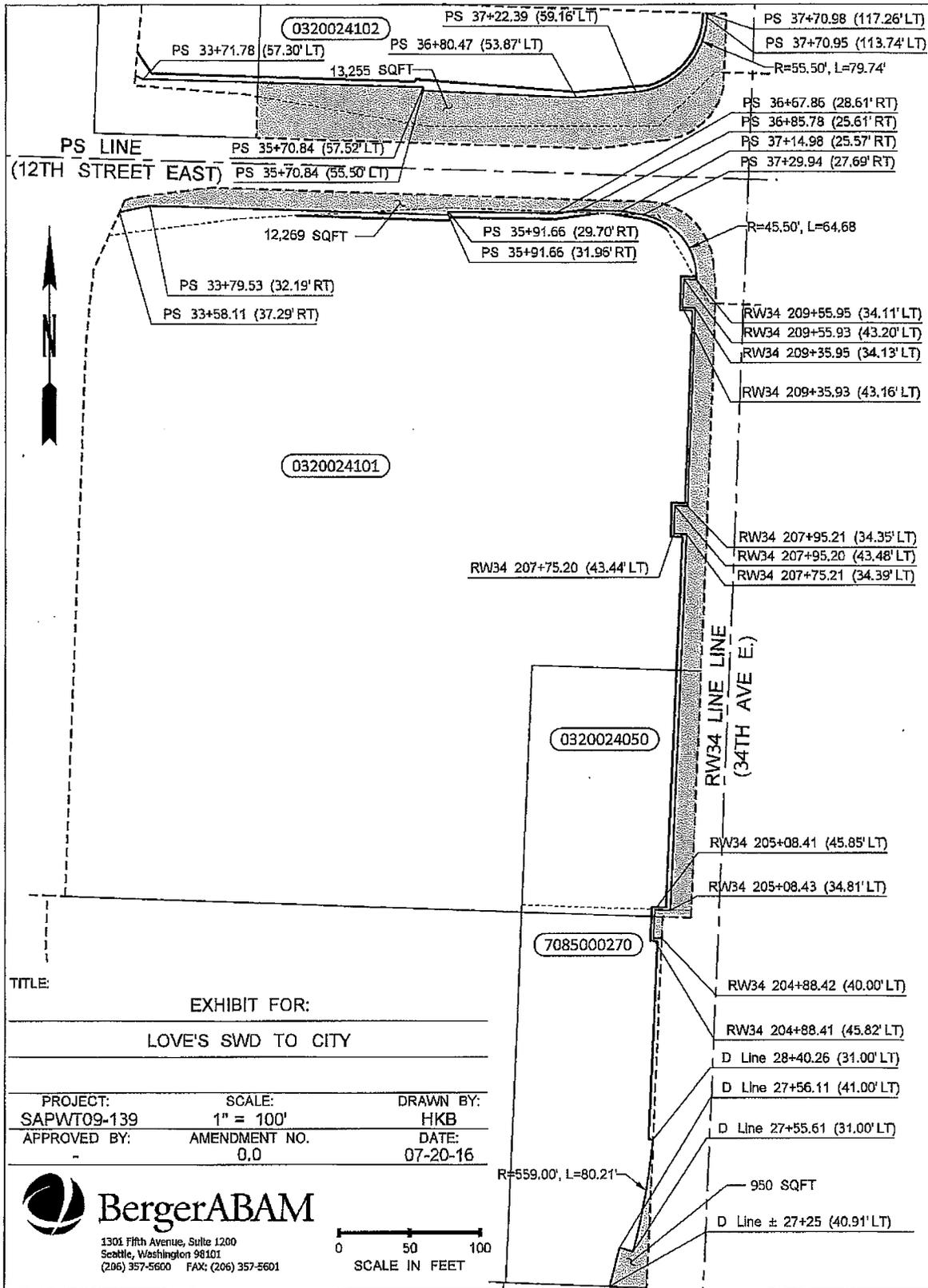
COMMENCING at the Southwest corner of Lot 25 in Block 4 of Union Pacific Tidelands 4th Addition, in the City of Fife, Pierce County, Washington, in the Southeast Quarter of Section 2, Township 20 North, Range 3 East, of the Willamette Meridian; THENCE North 100 feet along the west property line of said Lot, and Lots 24 and 23 of said Block, said 4th Addition; THENCE West 30 feet along the North City Limit Line; THENCE South 100 feet along a line parallel with the west property lines of said Lots; THENCE East 30 feet to the point of beginning;

ALSO TOGETHER WITH the following described parcel:

Lots 27 to 34, inclusive, Block 4, UNION PACIFIC TIDELANDS 4TH ADDITION, according to the plat thereof recorded in Volume 10 of Plats, Page 1, records of Pierce County, Washington; EXCEPT therefrom those portions conveyed to the State of Washington by instruments recorded under Recording Nos. 9308310159 and 9405180642;

ALL SITUATE in the County of Pierce, State of Washington.

The lands herein described contain an area of 26,474 square feet, more or less, in fee, the specific details concerning all of which are to be found on Sheet 5 of 6 sheets of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval July 15, 2015 and subsequent revisions thereto, AND the specific details concerning all of which are to be found on Sheet 2 of 2 sheets of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and subsequent revisions thereto.



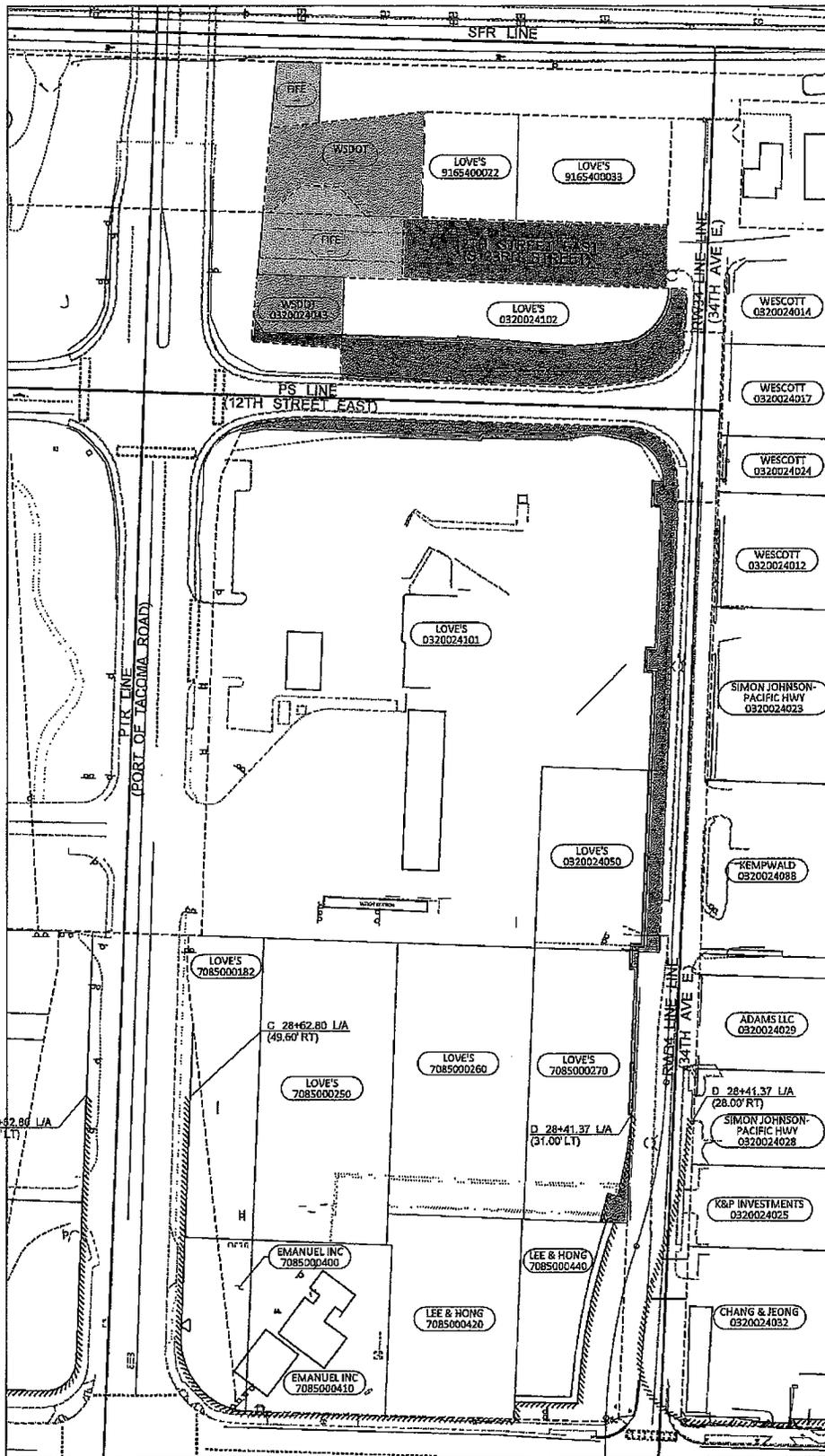
TITLE: EXHIBIT FOR:
 LOVE'S SWD TO CITY

PROJECT: SAPWT09-139 SCALE: 1" = 100' DRAWN BY: HKB
 APPROVED BY: AMENDMENT NO. 0,0 DATE: 07-20-16

BergerABAM
 1301 Fifth Avenue, Suite 1200
 Seattle, Washington 98101
 (206) 357-5600 FAX: (206) 357-5601

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 SCALE IN FEET

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SCALE IN FEET

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|---|-----------------------|
| SWD - Love's to City | QCD - WSDOT to Love's |
| Easement - Love's to City | QCD - WSDOT to City |
| ROW Vacation - City to Love's | QCD - Fife to Love's |
| Limited Access Rights - Love's to City to WSDOT | |

LOVE'S EXHIBIT D

Summary of Real Property Fee, Easement and Limited Access Rights Transfers

01 September 2016

lv

EXHIBIT E
SLOPE EASEMENT LEGAL DESCRIPTION

(PIERCE COUNTY PARCEL NOS. 0320024102, 0320024101, 0320024050, 7085000182,
7085000250, 7085000260, 7085000270, 9165400022 and 9165400033)
(WSDOT REFERENCE NO. 3-10569)

All that portion of the hereinafter described PARCEL "A" lying within the following described tract of land. Beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) PS 35+32.01 of the "PS" line survey of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and subsequent revisions thereto, and 32.02 feet southerly therefrom; thence easterly to a point opposite HES PS 35+91.66 on said "PS" line survey and 31.96 feet southerly therefrom; thence northerly to a point opposite HES PS 35+91.66 on said "PS" line survey and 29.70 feet southerly therefrom; thence easterly to a point opposite HES PS 36+67.86 on said "PS" line survey and 28.61 feet southerly therefrom; thence easterly to a point opposite HES PS 36+85.78 on said "PS" line survey and 25.61 feet southerly therefrom; thence easterly to a point opposite HES PS 37+14.98 on said "PS" line survey and 25.57 feet southerly therefrom; thence easterly to a point opposite HES PS 37+29.94 on said "PS" line survey and 27.69 feet southerly therefrom; thence southeasterly along a non-tangent curve to the right, said curve having a radius of 45.50 feet, a distance of 64.68 feet to a point opposite HES RW34 209+55.95 on said "RW34" line survey and 34.11 feet westerly therefrom; thence westerly to a point opposite HES RW34 209+55.93 on said "RW34" line survey and 43.20 feet westerly therefrom; thence southerly to a point opposite HES RW34 209+35.93 on said "RW34" line survey and 43.16 feet westerly therefrom; thence easterly to a point opposite HES RW34 209+35.95 on said "RW34" line survey and 34.13 feet westerly therefrom; thence southerly to a point opposite HES RW34 207+95.21 on said "RW34" line survey and 34.35 feet westerly therefrom; thence westerly to a point opposite HES RW34 207+95.20 on said "RW34" line survey and 43.48 feet westerly therefrom; thence southerly to a point opposite HES RW34 207+75.20 on said "RW34" line survey and 43.44 feet westerly therefrom; thence easterly to a point opposite HES RW34 207+75.21 on said "RW34" line survey and 34.39 feet westerly therefrom; thence southerly to a point opposite HES RW34 205+08.43 on said "RW34" line survey and 34.81 feet westerly therefrom; thence westerly to a point opposite HES RW34 205+08.41 on said "RW34" line survey and 45.85 feet westerly therefrom; thence southerly to a point opposite HES RW34 204+88.41 on said "RW34" line survey and 45.82 feet westerly therefrom; thence easterly to a point opposite HES RW34 204+88.42 on said "RW34" line survey and 40.00 feet westerly therefrom; thence southerly to a point opposite HES RW34 203+46.11 on said "RW34" line survey and 40.00 feet westerly therefrom; thence westerly to a point opposite HES RW34 203+46.11 on said "RW34" line survey and 43.00 feet westerly therefrom; thence northerly to a point opposite HES RW34 204+86.42 on said "RW34" line survey and 43.00 feet westerly therefrom; thence westerly to a point opposite HES RW34 204+86.41 on said "RW34" line survey and 47.81 feet westerly therefrom; thence northerly to a point opposite HES RW34 205+10.41 on said "RW34" line survey and 47.85 feet westerly therefrom; thence easterly to a point opposite HES RW34 205+10.42 on said "RW34" line



survey and 37.81 feet westerly therefrom; thence northerly to a point opposite HES RW34 207+73.21 on said "RW34" line survey and 37.39 feet westerly therefrom; thence westerly to a point opposite HES RW34 207+73.19 on said "RW34" line survey and 45.44 feet westerly therefrom; thence northerly to a point opposite HES RW34 207+97.19 on said "RW34" line survey and 45.48 feet westerly therefrom; thence easterly to a point opposite HES RW34 207+97.21 on said "RW34" line survey and 36.35 feet westerly therefrom; thence northerly to a point opposite HES RW34 209+33.94 on said "RW34" line survey and 36.13 feet westerly therefrom; thence westerly to a point opposite HES RW34 209+33.93 on said "RW34" line survey and 45.20 feet westerly therefrom; thence northerly to a point opposite HES RW34 209+57.93 on said "RW34" line survey and 45.20 feet westerly therefrom; thence easterly to a point opposite HES RW34 209+57.94 on said "RW34" line survey and 36.09 feet westerly therefrom; thence northerly to a point opposite HES RW34 209+58.77 on said "RW34" line survey and 36.09 feet westerly therefrom; thence northwesterly to a point opposite HES PS 37+47.04 on said "PS" line survey and 37.32 feet southerly therefrom; thence northwesterly along a non-tangent curve to the left, said curve having a radius of 42.50 feet, a distance of 18.90 feet to a point opposite HES PS 37+29.51 on said "PS" line survey and 30.66 feet southerly therefrom; thence westerly to a point opposite HES PS 37+07.63 on said "PS" line survey and 27.56 feet southerly therefrom; thence westerly to a point opposite HES PS 36+98.55 on said "PS" line survey and 27.52 feet southerly therefrom; thence westerly to a point opposite HES PS 36+68.22 on said "PS" line survey and 32.61 feet southerly therefrom; thence westerly to a point opposite HES PS 35+92.66 on said "PS" line survey and 33.69 feet southerly therefrom; thence southerly to a point opposite HES PS 35+92.66 on said "PS" line survey and 35.96 feet southerly therefrom; thence westerly to a point on the existing slope easement conveyed to the City of Fife by instrument recorded under Recording No. 200307020326, said point being approximately opposite HES PS 34+83.41 on said "PS" line survey and 36.08 feet southerly therefrom; thence along said easement, northeasterly to the Point of Beginning; EXCEPT any portion thereof lying within said existing slope easement conveyed to the City of Fife by instrument recorded under Recording No. 200307020326;

(Said portion containing 2,535 square feet, more or less)

AND

All that portion of the hereinafter described PARCEL "A" lying within the following described tract of land. Beginning at a point on the westerly line of said Parcel A being approximately opposite Highway Engineers Station (hereinafter referred to as HES) PS 34+52.77 of the "PS" line survey of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and subsequent revisions thereto, and 57.39 feet northerly therefrom; thence northerly to a point opposite HES PS 34+52.81 on the "PS" line survey and 61.39 feet northerly therefrom; thence easterly to a point opposite HES PS 35+65.34 on the "PS" line survey and 61.51 feet northerly therefrom; thence northerly to a point opposite HES PS 35+65.34 on the "PS" line survey and 63.10 feet northerly therefrom; thence easterly to a point opposite HES PS 35+71.58 on the "PS" line survey and 63.11 feet northerly therefrom; thence easterly to a point opposite HES PS

36+79.97 on the "PS" line survey of said Highway and 57.84 feet northerly therefrom; thence easterly to a point opposite HES PS 37+32.01 on the "PS" line survey and 64.41 feet northerly therefrom; thence northeasterly along a non-tangent curve to the left, said curve having a radius of 52.50 feet, a distance of 65.16 feet to a point opposite HES PS 37+67.95 on the "PS" line survey and 113.77 feet northerly therefrom; thence northerly to the northerly line of said Parcel A, being a point approximately opposite HES PS 37+67.98 on the "PS" line survey and 117.25 feet northerly therefrom; thence easterly along said northerly line to a point approximately opposite HES PS 37+70.98 on the "PS" line survey and 117.26 feet northerly therefrom; thence southerly to a point opposite HES PS 37+70.95 on the "PS" line survey and 113.74 feet northerly therefrom; thence southwesterly along a non-tangent curve to the right, said curve having a radius of 55.50 feet, a distance of 79.74 feet to a point opposite HES PS 37+22.39 on the "PS" line survey of said Highway and 59.16 feet northerly therefrom; thence westerly to a point opposite HES PS 36+80.47 on the "PS" line survey of said Highway and 53.87 feet northerly therefrom; thence westerly to a point opposite HES PS 35+70.84 on the "PS" line survey of said Highway and 55.50 feet northerly therefrom; thence northerly to a point opposite HES PS 35+70.84 on the "PS" line survey of said Highway and 57.52 feet northerly therefrom; thence westerly to the Point of Beginning.

(Said portion containing 1,534 square feet, more or less)

PARCEL "A"

Beginning at a point 313.06 feet East and 30 feet South of the Northwest corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington, said point is on the South line of Ward Street, as described in an instrument recorded under Recording No. 1464744, and is the Northeast corner of the tract of land described in Recording No. 1859732, records of Pierce County, Washington;

THENCE South, 104.36 feet;

THENCE West, along a line parallel with the South line of Ward Street, to the Easterly right-of-way line of the Port of Tacoma Road (the previous two course being the West and South lines of the tract of land described in Recording No. 1859732);

THENCE South, along the Easterly right-of-way line of the Port of Tacoma Road, to the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter;

THENCE Easterly, along the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter, to a point 140 feet West of the Southeast corner of said Northeast quarter of the Southwest quarter of the Southeast quarter;

THENCE North, 175 feet;

THENCE East, 120 feet;

THENCE North, to a point on the South line of said Ward Street;

THENCE West, along the South line of Ward Street, to the Point of Beginning;

EXCEPT that portion of the above described parcel conveyed to the State of Washington by warranty deed recorded under Recording Number 200003240566, records of Pierce County, Washington;

AND EXCEPT that portion of the above described parcel conveyed to the State of Washington by quit claim deed recorded under Recording Number 200003240567, records of Pierce County, Washington;

TOGETHER WITH the following described parcel:

Commencing at the Southeast corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington;

THENCE West, along the South line of said subdivision, 20 feet to the West line of Ruddock Road, being the Point of Beginning;

THENCE continuing West, along said South line, 120 feet;

THENCE North, parallel with the East line of said subdivision, 175 feet;

THENCE East, parallel with the South line of said subdivision, 120 feet to the West line of Ruddock Road;

THENCE South, along said West line of road, 175 feet to the Point of Beginning;

ALSO TOGETHER WITH the following described parcel:

Beginning at the intersection of the North line of Block 9, PUYALLUP WATERWAY FACTORY SITES ADDITION, according to the plat thereof recorded in Volume 9 of Plats, page 117, records of Pierce County, Washington, and the East line of the Port of Tacoma Road;

THENCE East, along the North line of said Block 9 and said North line extended East, to a point 5 feet East of the center line of vacated Newton Street;

THENCE North, parallel with the center line of vacated Newton Street, 30 feet to the center line of vacated Virginia Avenue;

THENCE East, along said center line, 125 feet;

THENCE North, 225 feet to the Northeast corner of Lot 1, Block 5 in said addition;

THENCE West, along the North line of said addition, to intersect the Easterly line of Port of Tacoma Road;

THENCE Southerly, along said Easterly line, to the Point of Beginning;

ALSO TOGETHER WITH the following described parcel:

Lots 10 through 18, Block 5, PUYALLUP WATERWAY FACTORY SITES ADDITION, according to the plat thereof recorded in Volume 9 of Plats, Page 117, records of Pierce County, Washington;

TOGETHER WITH that portion of vacated Virginia Avenue adjoining or abutting thereon, which upon vacation by the City of Fife Ordinance No. 629, recorded under Recording No. 8111090234, attached to said premises by operation of law;

ALSO TOGETHER WITH the following described parcel:



Lots 23 to 26, inclusive, Block 4, UNION PACIFIC TIDELANDS 4TH ADDITION, according to the plat thereof recorded in Volume 10 of Plats, Page 1, records of Pierce County, Washington;

EXCEPT those portions conveyed to the State of Washington by Warranty Deeds recorded June 28, 1993 and May 9, 1994, under Recording Nos. 9306280693 and 9405090754;

TOGETHER WITH that portion of vacated Newton Street described as follows:

COMMENCING at the Southwest corner of Lot 25 in Block 4 of Union Pacific Tidelands 4th Addition, in the City of Fife, Pierce County, Washington, in the Southeast Quarter of Section 2, Township 20 North, Range 3 East, of the Willamette Meridian;

THENCE North 100 feet along the west property line of said Lot, and Lots 24 and 23 of said Block, said 4th Addition;

THENCE West 30 feet along the North City Limit Line;

THENCE South 100 feet along a line parallel with the west property lines of said Lots;

THENCE East 30 feet to the point of beginning;

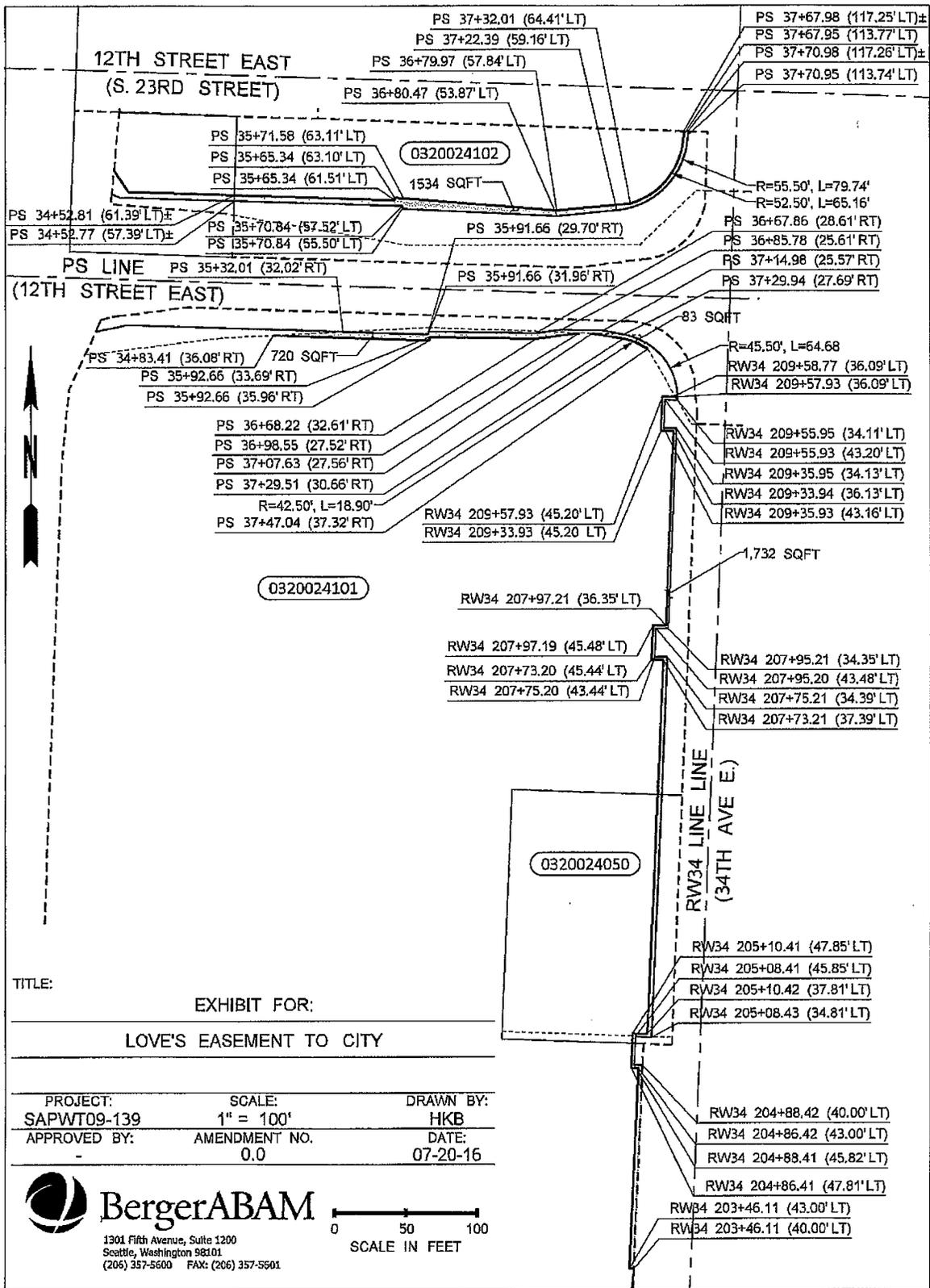
ALSO TOGETHER WITH the following described parcel:

Lots 27 to 34, inclusive, Block 4, UNION PACIFIC TIDELANDS 4TH ADDITION, according to the plat thereof recorded in Volume 10 of Plats, Page 1, records of Pierce County, Washington;

EXCEPT therefrom those portions conveyed to the State of Washington by instruments recorded under Recording Nos. 9308310159 and 9405180642;

ALL SITUATE in the County of Pierce, State of Washington.

The lands herein described contain an area of 4,069 square feet, more or less, the specific details concerning all of which are to be found on Sheet 2 of 2 sheets of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and subsequent revisions thereto.



JK

EXHIBIT F
LIMITED ACCESS RIGHTS DESCRIPTION

All rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between Port of Tacoma Road and 34th Avenue East and the following described property abutting thereon, situated in Pierce County, Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

PARCEL A:

Beginning at a point 313.06 feet East and 30 feet South of the Northwest corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington, said point is on the South line of Ward Street, as described in an instrument recorded under Recording No. 1464744, and is the Northeast corner of the tract of land described in Recording No. 1859732, records of Pierce County, Washington;
THENCE South, 104.36 feet;
THENCE West, along a line parallel with the South line of Ward Street, to the Easterly right-of-way line of the Port of Tacoma Road (the previous two course being the West and South lines of the tract of land described in Recording No. 1859732);
THENCE South, along the Easterly right-of-way line of the Port of Tacoma Road, to the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter;
THENCE Easterly, along the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter, to a point 140 feet West of the Southeast corner of said Northeast quarter of the Southwest quarter of the Southeast quarter;
THENCE North, 175 feet;
THENCE East, 120 feet;
THENCE North, to a point on the South line of said Ward Street;
THENCE West, along the South line of Ward Street, to the Point of Beginning;
EXCEPT that portion of the above described parcel conveyed to the State of Washington by warranty deed recorded under Recording Number 200003240566, records of Pierce County, Washington;
AND EXCEPT that portion of the above described parcel conveyed to the State of Washington by quit claim deed recorded under Recording Number 200003240567, records of Pierce County, Washington;

TOGETHER WITH the following described parcel:

Commencing at the Southeast corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington;
THENCE West, along the South line of said subdivision, 20 feet to the West line of Ruddock Road, being the Point of Beginning;
THENCE continuing West, along said South line, 120 feet;
THENCE North, parallel with the East line of said subdivision, 175 feet;
THENCE East, parallel with the South line of said subdivision, 120 feet to the West line of Ruddock Road;
THENCE South, along said West line of road, 175 feet to the Point of Beginning;

ALSO TOGETHER WITH the following described parcel:

Beginning at the intersection of the North line of Block 9, PUYALLUP WATERWAY FACTORY SITES ADDITION, according to the plat thereof recorded in Volume 9 of Plats, page 117, records of Pierce County, Washington, and the East line of the Port of Tacoma Road;

THENCE East, along the North line of said Block 9 and said North line extended East, to a point 5 feet East of the center line of vacated Newton Street;
THENCE North, parallel with the center line of vacated Newton Street, 30 feet to the center line of vacated Virginia Avenue;
THENCE East, along said center line, 125 feet;
THENCE North, 225 feet to the Northeast corner of Lot 1, Block 5 in said addition;
THENCE West, along the North line of said addition, to intersect the Easterly line of Port of Tacoma Road;
THENCE Southerly, along said Easterly line, to the Point of Beginning;

ALSO TOGETHER WITH the following described parcel:

Lots 10 through 18, Block 5, PUYALLUP WATERWAY FACTORY SITES ADDITION, according to the plat thereof recorded in Volume 9 of Plats, page 117, records of Pierce County, Washington;
TOGETHER WITH that portion of vacated Virginia Avenue adjoining or abutting thereon, which upon vacation by the City of Fife Ordinance No. 629, recorded under Recording No. 8111090234, attached to said premises by operation of law.

ALL SITUATE in the County of Pierce, State of Washington.

EXCEPT the Grantor herein does not convey any rights of ingress and egress (including all existing, future or potential easement of access, light, view and air) northerly of a point opposite Highway Engineer's Station C 28+62.80 L/A on the C Line Survey (Port of Tacoma Road) of SR 5, Port of Tacoma Road Interchange Vicinity and 49.60 feet easterly therefrom.

AND EXCEPT the Grantor herein does not convey any rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) northerly of a point opposite Highway Engineer's Station D 28+41.37 L/A on the D Line Survey (34th Avenue East) of SR 5, Port of Tacoma Road Interchange Vicinity and 31 feet westerly therefrom.

The specific details concerning all of which are to be found on Sheet 5 of 6 sheets of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, now of record and on file in the office of the State of Washington, the Secretary of Transportation at Olympia, Washington, and bearing date of approval July 15, 2015 and subsequent revisions thereto.

It is expressly intended that these covenants, burdens and restrictions shall run with the described land and shall forever bind the grantor, their successors and assigns.

EXHIBIT G
Legal Description
Street Vacation

(PIERCE COUNTY PARCEL NOT ASSIGNED)

That portion of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., City of Fife, Pierce County, Washington, and is described as follows: Beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) PTR 6+00.62 of the "PTR" survey line of SR 509, MP 1.71 to MP 2.80, Milwaukee Way to Port of Tacoma Rd. Vic. and 246.35 feet easterly therefrom; thence easterly to the westerly margin of 34th Avenue East; thence southerly along said westerly margin to the southerly margin of said 12th Street East; thence westerly along said southerly margin to a point opposite HES PTR 5+40.51 of said "PTR" survey line and 246.35 feet easterly therefrom; thence northerly to the Point of Beginning.

The lands herein described contain an area of 15,295 square feet, more or less, the specific details concerning all of which are to be found on Sheet 5 of 7 sheets of that certain plan entitled SR 509, MP 1.71 to MP 2.80, Milwaukee Way to Port of Tacoma Rd. Vic., now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval May 7, 1998.



EXHIBIT H
Legal Description of Fife Parcels to Love's

(PIERCE COUNTY PARCEL NOT ASSIGNED)

That portion of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., City of Fife, Pierce County, Washington, and is described as follows: Beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) PTR 6+00.62 of the "PTR" survey line of SR 509, MP 1.71 to MP 2.80, Milwaukee Way to Port of Tacoma Rd. Vic. and 109.19 feet easterly therefrom; thence easterly to a point opposite HES PTR 6+00.62 of said "PTR" survey line and 116.29 easterly therefrom; thence northeasterly to a point opposite HES PTR 6+27.55 of said "PTR" survey line and 146.03 feet easterly therefrom; thence easterly to a point opposite HES PTR 6+27.55 of said "PTR" survey line and 182.58 feet easterly therefrom; thence southeasterly to a point opposite HES PTR 6+00.62 of said "PTR" survey line and 208.78 feet easterly therefrom, said point being on the northerly margin of 12th Street East; thence easterly along said northerly margin to a point opposite HES PTR 6+00.62 of said "PTR" survey line and 246.35 feet easterly therefrom; thence southerly to a point opposite HES PTR 5+40.51 of said "PTR" survey line and 246.35 feet easterly therefrom, said point being on the southerly margin of said 12th Street East; thence westerly along said southerly margin to a point opposite HES PTR 5+40.51 of said "PTR" survey line and 105.86 feet easterly therefrom; thence northerly to the Point of Beginning;

(Said portion containing 10,067 square feet, more or less)

TOGETHER WITH that portion of said Section 2, described as follows: Beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) SFR 48+33.55 of "SFR" survey line of SR 509, MP 1.71 to MP 2.80, Milwaukee Way to Port of Tacoma Rd. Vic. and 89.14 feet southerly therefrom; thence northerly to a point opposite HES SFR 48+37.50 of said "SFR" survey line and 25.00 feet southerly therefrom; thence easterly, parallel with said "SFR" survey line to a point opposite HES SFR 48+80 of said "SFR" survey line and 25.00 feet southerly therefrom; thence southerly to a point opposite HES SFR 48+80 of said "SFR" survey line and 83.13 feet southerly therefrom; thence westerly to the Point of Beginning.

(Said portion containing 2,718 square feet, more or less)

The lands herein described contain an area of 12,785 square feet, more or less, the specific details concerning all of which are to be found on Sheet 5 of 7 sheets of that certain plan entitled SR 509, MP 1.71 to MP 2.80, Milwaukee Way to Port of Tacoma Rd. Vic., now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval May 7, 1998.



EXHIBIT I
Legal Description WSDOT to Loves

Parcel 1

(PIERCE COUNTY PARCEL NOT ASSIGNED)

That portion of the Southeast quarter of the Northwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., City of Fife, Pierce County, Washington, and is described as follows: Beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) PTR 6+00.62 of the "PTR" survey line of SR 509, MP 1.71 to MP 2.80, Milwaukee Way to Port of Tacoma Rd. Vic. and 109.19 feet easterly therefrom; thence easterly to a point opposite HES PTR 6+00.62 of said "PTR" survey line and 116.29 feet easterly therefrom; thence northeasterly to a point opposite HES PTR 6+27.55 of said "PTR" survey line and 146.03 feet easterly therefrom; thence easterly to a point opposite HES PTR 6+27.55 of said "PTR" survey line and 182.58 feet easterly therefrom; thence southeasterly to a point opposite HES PTR 6+00.62 of said "PTR" survey line and 208.78 feet easterly therefrom, said point being on the northerly margin of 12th Street East; thence easterly along said northerly margin to the centerline of vacated Newton Street approximately being a point opposite HES PTR 6+00.88 of said "PTR" survey line and 263.24 feet easterly therefrom; thence northerly along said centerline to a line 70 feet southerly of the "SFR" survey line of SR 509, MP 1.71 to MP 2.80, Milwaukee Way to Port of Tacoma Rd. Vic. approximately being a point opposite HES PTR 7+02.37 of said "PTR" survey line and 262.96 feet easterly therefrom; thence westerly, parallel with said "SFR" survey line, to a point opposite HES SFR 49+82.18 of said "SFR" survey line and 70.00 feet southerly therefrom; thence westerly to a point opposite HES SFR 48+33.55 of said "SFR" survey line and 89.14 feet southerly therefrom; then southerly to said Point of Beginning.

The lands herein described contain an area of 12,142 square feet, more or less, in fee, the specific details concerning all of which are to be found on Sheet 5 of 7 sheets of that certain plan entitled SR 509, MP 1.71 to MP 2.80, Milwaukee Way to Port of Tacoma Rd. Vic., now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval May 7, 1998.

Parcel 2

(PIERCE COUNTY PARCEL NO. 0320024043)
(WSDOT REFERENCE NO. 3-08415)

All that portion of the hereinafter described PARCEL "A" lying northerly of a line beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) PS 35+65.34 of the "PS" line survey SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, and 61.51 feet northerly therefrom; thence westerly to a point opposite HES PS 33+77.77 on said "PS" line survey and 61.31 feet northerly therefrom; thence northwesterly to the westerly line of said Parcel A at a point approximately opposite HES PS 33+67.07 on said "PS" line survey and 76.41 feet northerly therefrom and the end of this line description.

PARCEL "A"

The land referred to is situated in the County of Pierce, City of Fife, State of Washington, and is described as follows:

Commencing at a point on the North line of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington, 198.26 feet East of the Northwest corner thereof;

THENCE South, 30 feet to Point of Beginning;

THENCE continuing on the same course, 104.36 feet;

THENCE East, 114.53 feet;

THENCE North, 104.36 feet;

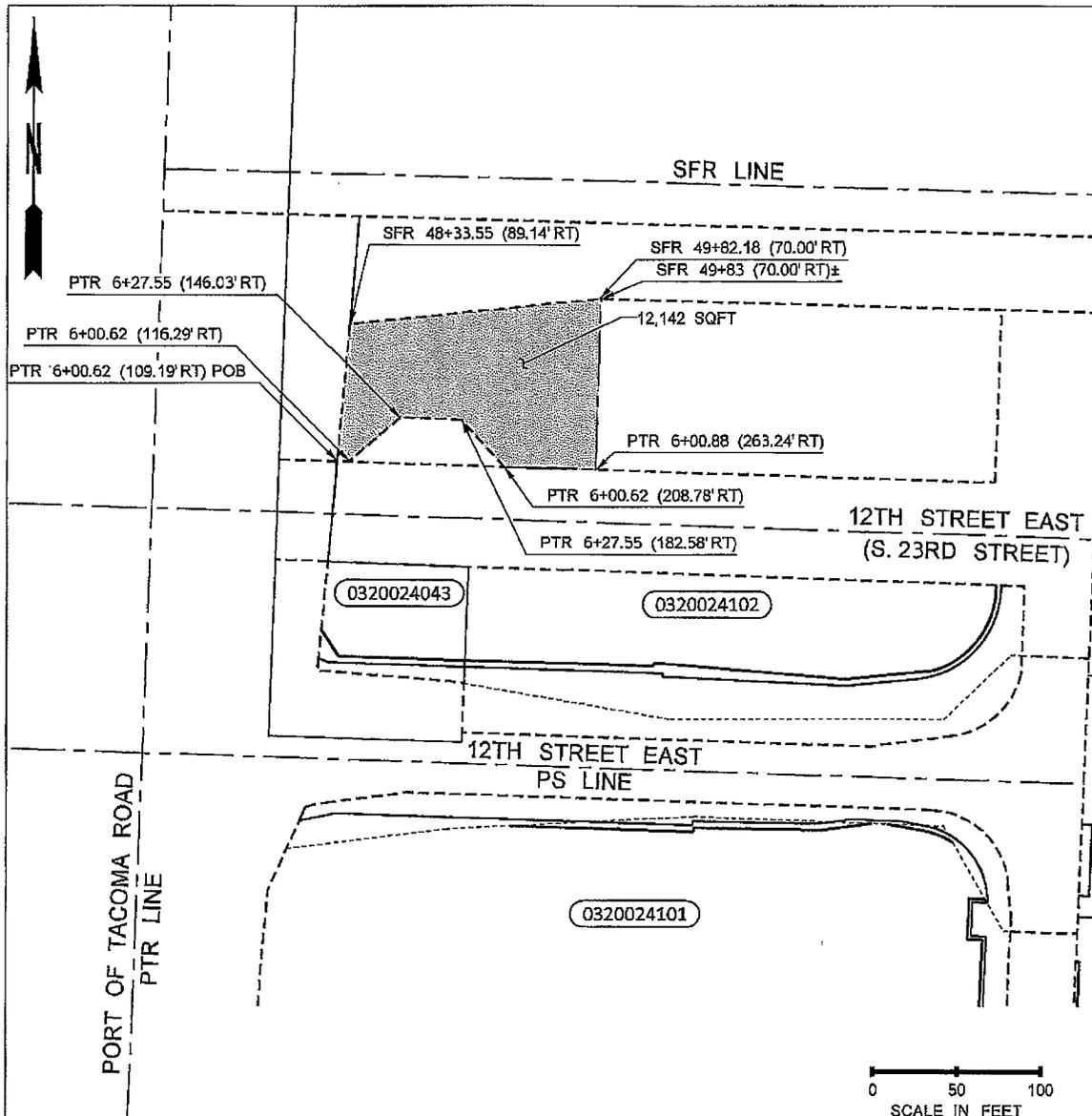
THENCE West, 114.80 feet to the Point of Beginning;

EXCEPT that portion thereof conveyed to the City of Fife by deed recorded under Recording No. 200307020326, records of Pierce County, Washington.

SITUATE in the County of Pierce, State of Washington.

The lands herein described contain an area of 4,649 square feet, more or less, in fee, the specific details concerning all of which are to be found on Sheet 2 of 2 sheets of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and subsequent revisions thereto.





TITLE: _____

EXHIBIT FOR: _____

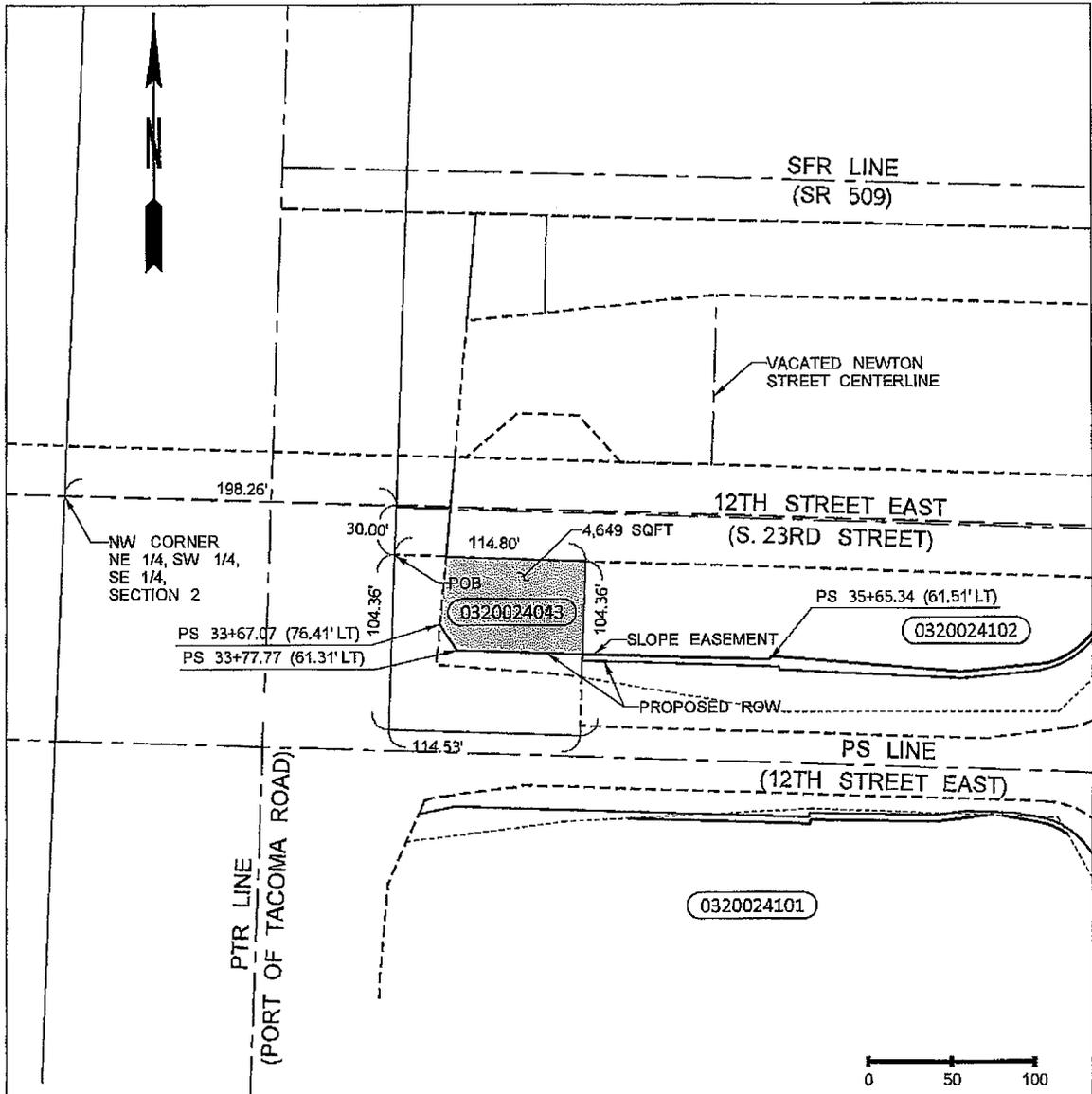
QUITCLAIM DEED

PIERCE COUNTY PARCEL NOT ASSIGNED

PROJECT: SAPWT09-139	SCALE: 1" = 100'	DRAWN BY: HKB
APPROVED BY: -	AMENDMENT NO. 0.0	DATE: 07-20-16

 **BergerABAM**
 1301 Fifth Avenue, Suite 1200
 Seattle, Washington 98101
 (206) 357-5600 FAX: (206) 357-5601

Handwritten signature



TITLE: _____

EXHIBIT FOR: _____

QUITCLAIM DEED

PIERCE COUNTY PARCEL NO. 0320024043

WSDOT REFERENCE NO. 3-08415

PROJECT: SAPWT09-139	SCALE: 1" = 100'	DRAWN BY: HKB
APPROVED BY: -	AMENDMENT NO. 0.0	DATE: 08-04-16

 **BergerABAM**
 1301 Fifth Avenue, Suite 1200
 Seattle, Washington 98101
 (206) 357-5600 FAX: (206) 357-5601

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EXHIBIT J

After Recording Please Return To:

VSI Law Group, PLLC
225 Tacoma Avenue South
Tacoma, WA 98402

Grantor: LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., an Oklahoma corporation

Grantee: CITY OF FIFE, a Washington municipal corporation

Abbreviated Legal Description: A portion of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M. Complete legal description is below.

Assessor Tax Parcel Numbers: 0320024102, 0320024101, 0320024050, 7085000182, 7085000250, 7085000260, 7085000270, 9165400022 and 9165400033

BARGAIN AND SALE DEED

STATE ROUTE 5, PORT OF TACOMA ROAD INTERCHANGE VICINITY

LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., an Oklahoma corporation ("Grantor"), for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), and other valuable consideration, hereby bargains, sells, and conveys to the **CITY OF FIFE**, a Washington municipal corporation ("Grantee"), the property and property rights legally described in Exhibit A attached hereto and made a part hereof, situated in Pierce County, Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain.

The Grantor requests the Assessor-Treasurer of Pierce County to set over to the remainder of Tax Parcel Nos. 0320024102, 0320024101, 0320024050 and 7085000270 the lien of all unpaid taxes, if any, affecting the real estate herein conveyed, as provided in RCW 84.60.070.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the Grantee unless and until accepted and approved hereon in writing for the Grantee, by its authorized agent.

Dated this _____ day of October, 2016.

GRANTOR:

Love's Travel Stops & Country Stores, Inc.

By: _____



EXHIBIT A

FEE ACQUISITION DESCRIPTION

(PIERCE COUNTY PARCEL NOS. 0320024102, 0320024101, 0320024050, 7085000182, 7085000250, 7085000260, 7085000270, 9165400022 and 9165400033)
(WSDOT REFERENCE NO. 3-10569)

All that portion of the hereinafter described PARCEL "A" lying southerly of the "PS" line survey and westerly of the "RW34" line survey AND lying northerly and easterly of a line beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) PS 33+58.11 of the "PS" line survey of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and subsequent revisions thereto, and 37.29 feet southerly therefrom; thence easterly to a point opposite HES PS 33+79.53 on the "PS" line survey and 32.19 feet southerly therefrom; thence easterly to a point opposite HES PS 35+91.66 on said "PS" line survey and 31.96 feet southerly therefrom; thence northerly to a point opposite HES PS 35+91.66 on said "PS" line survey and 29.70 feet southerly therefrom; thence easterly to a point opposite HES PS 36+67.86 on said "PS" line survey and 28.61 feet southerly therefrom; thence easterly to a point opposite HES PS 36+85.78 on said "PS" line survey and 25.61 feet southerly therefrom; thence easterly to a point opposite HES PS 37+14.98 on said "PS" line survey and 25.57 feet southerly therefrom; thence easterly to a point opposite HES PS 37+29.94 on said "PS" line survey and 27.69 feet southerly therefrom; thence southeasterly along a non-tangent curve to the right, said curve having a radius of 45.50 feet, a distance of 64.68 feet to a point opposite HES RW34 209+55.95 on said "RW34" line survey and 34.11 feet westerly therefrom; thence westerly to a point opposite HES RW34 209+55.93 on said "RW34" line survey and 43.20 feet westerly therefrom; thence southerly to a point opposite HES RW34 209+35.93 on said "RW34" line survey and 43.16 feet westerly therefrom; thence easterly to a point opposite HES RW34 209+35.95 on said "RW34" line survey and 34.13 feet westerly therefrom; thence southerly to a point opposite HES RW34 207+95.21 on said "RW34" line survey and 34.35 feet westerly therefrom; thence westerly to a point opposite HES RW34 207+95.20 on said "RW34" line survey and 43.48 feet westerly therefrom; thence southerly to a point opposite HES RW34 207+75.20 on said "RW34" line survey and 43.44 feet westerly therefrom; thence easterly to a point opposite HES RW34 207+75.21 on said "RW34" line survey and 34.39 feet westerly therefrom; thence southerly to a point opposite HES RW34 205+08.43 on said "RW34" line survey and 34.81 feet westerly therefrom; thence westerly to a point opposite HES RW34 205+08.41 on said "RW34" line survey and 45.85 feet westerly therefrom; thence southerly to a point opposite HES RW34 204+88.41 on said "RW34" line survey and 45.82 feet westerly therefrom; thence easterly to a point opposite HES RW34 204+88.42 on said "RW34" line survey and 40.00 feet westerly therefrom and the end of this line description;

(Said portion containing 12,269 square feet, more or less)

AND

All that portion of the hereinafter described PARCEL "A" lying northerly of the "PS" line survey and westerly of the "RW34" line survey AND lying southerly and easterly of a line beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) PS 33+71.78 of the "PS" line

survey of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and subsequent revisions thereto, and 57.30 feet northerly therefrom; thence easterly to a point opposite HES PS 35+70.84 on the "PS" line survey and 57.52 feet northerly therefrom; thence southerly to a point opposite HES PS 35+70.84 on the "PS" line survey and 55.50 feet northerly therefrom; thence easterly to a point opposite HES PS 36+80.47 on the "PS" line survey and 53.87 feet northerly therefrom; thence easterly to a point opposite HES PS 37+22.39 on the "PS" line survey and 59.16 feet northerly therefrom; thence northeasterly along a non-tangent curve to the left, said curve having a radius of 55.50 feet, a distance of 79.74 feet to a point opposite HES PS 37+70.95 on the "PS" line survey and 113.74 feet northerly therefrom; thence northerly to a point opposite HES PS 37+70.98 on the "PS" line survey and 117.26 feet northerly therefrom and the end of this line description;

(Said portion containing 13,255 square feet, more or less)

AND

All that portion of the hereinafter described PARCEL "A" lying westerly of the "RW34" line survey AND lying easterly of a line beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) D 28+40.26 of the "D" line survey of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval July 15, 2015 and subsequent revisions thereto, and 31.00 feet westerly therefrom; thence southwesterly along a non-tangent curve to the right, said curve having a radius of 559.00 feet, a distance of 80.21 feet to a point opposite HES D 27+55.61 of the "D" line survey and 31.00 feet westerly therefrom; thence northwesterly to a point opposite HES D 27+56.11 of the "D" line survey and 41.00 feet westerly therefrom; thence southwesterly to a point on the southerly line of said Parcel "A" approximately opposite HES D 27+25.42 of the "D" line survey and 40.91 feet westerly therefrom and the end of this line description.

(Said portion containing 950 square feet, more or less)

PARCEL "A"

Beginning at a point 313.06 feet East and 30 feet South of the Northwest corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington, said point is on the South line of Ward Street, as described in an instrument recorded under Recording No. 1464744, and is the Northeast corner of the tract of land described in Recording No. 1859732, records of Pierce County, Washington;

THENCE South, 104.36 feet;

THENCE West, along a line parallel with the South line of Ward Street, to the Easterly right-of-way line of the Port of Tacoma Road (the previous two course being the West and South lines of the tract of land described in Recording No. 1859732);

THENCE South, along the Easterly right-of-way line of the Port of Tacoma Road, to the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter;

THENCE Easterly, along the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter, to a point 140 feet West of the Southeast corner of said Northeast quarter of the Southwest quarter of the Southeast quarter;
THENCE North, 175 feet;
THENCE East, 120 feet;
THENCE North, to a point on the South line of said Ward Street;
THENCE West, along the South line of Ward Street, to the Point of Beginning;
EXCEPT that portion of the above described parcel conveyed to the State of Washington by warranty deed recorded under Recording Number 200003240566, records of Pierce County, Washington;
AND EXCEPT that portion of the above described parcel conveyed to the State of Washington by quit claim deed recorded under Recording Number 200003240567, records of Pierce County, Washington;

TOGETHER WITH the following described parcel:

Commencing at the Southeast corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington;
THENCE West, along the South line of said subdivision, 20 feet to the West line of Ruddock Road, being the Point of Beginning;
THENCE continuing West, along said South line, 120 feet;
THENCE North, parallel with the East line of said subdivision, 175 feet;
THENCE East, parallel with the South line of said subdivision, 120 feet to the West line of Ruddock Road;
THENCE South, along said West line of road, 175 feet to the Point of Beginning;

ALSO TOGETHER WITH the following described parcel:

Beginning at the intersection of the North line of Block 9, PUYALLUP WATERWAY FACTORY SITES ADDITION, according to the plat thereof recorded in Volume 9 of Plats, page 117, records of Pierce County, Washington, and the East line of the Port of Tacoma Road;
THENCE East, along the North line of said Block 9 and said North line extended East, to a point 5 feet East of the center line of vacated Newton Street;
THENCE North, parallel with the center line of vacated Newton Street, 30 feet to the center line of vacated Virginia Avenue;
THENCE East, along said center line, 125 feet;
THENCE North, 225 feet to the Northeast corner of Lot 1, Block 5 in said addition;
THENCE West, along the North line of said addition, to intersect the Easterly line of Port of Tacoma Road;
THENCE Southerly, along said Easterly line, to the Point of Beginning;

ALSO TOGETHER WITH the following described parcel:

Lots 10 through 18, Block 5, PUYALLUP WATERWAY FACTORY SITES ADDITION, according to the plat thereof recorded in Volume 9 of Plats, Page 117, records of Pierce County, Washington;
TOGETHER WITH that portion of vacated Virginia Avenue adjoining or abutting thereon, which upon vacation by the City of Fife Ordinance No. 629, recorded under Recording No. 8111090234, attached to said premises by operation of law;

ALSO TOGETHER WITH the following described parcel:

Lots 23 to 26, inclusive, Block 4, UNION PACIFIC TIDELANDS 4TH ADDITION, according to the plat thereof recorded in Volume 10 of Plats, Page 1, records of Pierce County, Washington;
EXCEPT those portions conveyed to the State of Washington by Warranty Deeds recorded June 28, 1993 and May 9, 1994, under Recording Nos. 9306280693 and 9405090754;

TOGETHER WITH that portion of vacated Newton Street described as follows:

COMMENCING at the Southwest corner of Lot 25 in Block 4 of Union Pacific Tideland 4th Addition, in the City of Fife, Pierce County, Washington, in the Southeast Quarter of Section 2, Township 20 North, Range 3 East, of the Willamette Meridian;

THENCE North 100 feet along the west property line of said Lot, and Lots 24 and 23 of said Block, said 4th Addition;

THENCE West 30 feet along the North City Limit Line;

THENCE South 100 feet along a line parallel with the west property lines of said Lots;

THENCE East 30 feet to the point of beginning;

ALSO TOGETHER WITH the following described parcel:

Lots 27 to 34, inclusive, Block 4, UNION PACIFIC TIDELANDS 4TH ADDITION, according to the plat thereof recorded in Volume 10 of Plats, Page 1, records of Pierce County, Washington;
EXCEPT therefrom those portions conveyed to the State of Washington by instruments recorded under Recording Nos. 9308310159 and 9405180642;

ALL SITUATE in the County of Pierce, State of Washington.

The lands herein described contain an area of 26,474 square feet, more or less, in fee, the specific details concerning all of which are to be found on Sheet 5 of 6 sheets of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval July 15, 2015 and revised _____, AND the specific details concerning all of which are to be found on Sheet 2 of 2 sheets of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and revised _____.

ALSO Grantor herein conveys and grants to the Grantee, all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between Port of Tacoma Road and 34th Avenue East and the remainder of said PARCEL "A";

EXCEPT the Grantor herein does not convey any rights of ingress and egress (including all existing, future or potential easement of access, light, view and air) northerly of a point opposite Highway Engineer's Station C 28+62.80 L/A on the C Line Survey (Port of Tacoma Road) of SR 5, Port of Tacoma Road Interchange Vicinity and 49.60 feet easterly therefrom.



AND EXCEPT the Grantor herein does not convey any rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) northerly of a point opposite Highway Engineer's Station D 28+41.37 L/A on the D Line Survey (34th Avenue East) of SR 5, Port of Tacoma Road Interchange Vicinity and 31 feet westerly therefrom.

The specific details concerning all of which are to be found on Sheet 5 of 6 sheets of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, now of record and on file in the office of the State of Washington, the Secretary of Transportation at Olympia, Washington, and bearing date of approval July 15, 2015 and revised _____.

It is expressly intended that these covenants, burdens and restrictions shall run with the described land and shall forever bind the grantor, their successors and assigns.

Grantor's Initials

Handwritten initials in the bottom right corner of the page.

EXHIBIT K

After Recording Please Return To:

VSI Law Group, PLLC
225 Tacoma Avenue South
Tacoma, WA 98402

Grantor: LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., an Oklahoma corporation

Grantee: CITY OF FIFE, a Washington municipal corporation

Abbreviated Legal Description: A portion of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M. Complete legal description is below.

Assessor Tax Parcel Numbers: 0320024102, 0320024101, 0320024050, 7085000270

SLOPE EASEMENT

STATE ROUTE 5, PORT OF TACOMA ROAD INTERCHANGE VICINITY

LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., an Oklahoma corporation ("Grantor"), for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), and other valuable consideration, hereby conveys and grants unto the CITY OF FIFE, a Washington municipal corporation and its assigns, (Grantee), a non-exclusive slope easement over, upon and across the real property legally described in Exhibit A and graphically depicted in Exhibit B attached hereto, situated in Pierce County, State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain.

The purpose of this Slope Easement is to allow the Grantee, its officers, employees, agents and contractors the right to import fill, grade, compact, cut and slope the Slope Easement area at such depth and compaction as the Grantee deems necessary for street purposes. The Grantors may use the Slope Easement area for any use not inconsistent with the rights of the Grantee granted herein.

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the Grantee unless and until accepted and approved hereon in writing for the Grantee, by and through its authorized agent.

Dated this _____ day of October, 2016.

GRANTOR:

Love's Travel Stops & Country Stores, Inc.

By: _____

EXHIBIT A
SLOPE EASEMENT LEGAL DESCRIPTION

(PIERCE COUNTY PARCEL NOS. 0320024102, 0320024101, 0320024050, 7085000270)
(WSDOT REFERENCE NO. 3-10569)

All that portion of the hereinafter described PARCEL "A" lying within the following described tract of land. Beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) PS 35+32.01 of the "PS" line survey of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and subsequent revisions thereto, and 32.02 feet southerly therefrom; thence easterly to a point opposite HES PS 35+91.66 on said "PS" line survey and 31.96 feet southerly therefrom; thence northerly to a point opposite HES PS 35+91.66 on said "PS" line survey and 29.70 feet southerly therefrom; thence easterly to a point opposite HES PS 36+67.86 on said "PS" line survey and 28.61 feet southerly therefrom; thence easterly to a point opposite HES PS 36+85.78 on said "PS" line survey and 25.61 feet southerly therefrom; thence easterly to a point opposite HES PS 37+14.98 on said "PS" line survey and 25.57 feet southerly therefrom; thence easterly to a point opposite HES PS 37+29.94 on said "PS" line survey and 27.69 feet southerly therefrom; thence southeasterly along a non-tangent curve to the right, said curve having a radius of 45.50 feet, a distance of 64.68 feet to a point opposite HES RW34 209+55.95 on said "RW34" line survey and 34.11 feet westerly therefrom; thence westerly to a point opposite HES RW34 209+55.93 on said "RW34" line survey and 43.20 feet westerly therefrom; thence southerly to a point opposite HES RW34 209+35.93 on said "RW34" line survey and 43.16 feet westerly therefrom; thence easterly to a point opposite HES RW34 209+35.95 on said "RW34" line survey and 34.13 feet westerly therefrom; thence southerly to a point opposite HES RW34 207+95.21 on said "RW34" line survey and 34.35 feet westerly therefrom; thence westerly to a point opposite HES RW34 207+95.20 on said "RW34" line survey and 43.48 feet westerly therefrom; thence southerly to a point opposite HES RW34 207+75.20 on said "RW34" line survey and 43.44 feet westerly therefrom; thence easterly to a point opposite HES RW34 207+75.21 on said "RW34" line survey and 34.39 feet westerly therefrom; thence southerly to a point opposite HES RW34 205+08.43 on said "RW34" line survey and 34.81 feet westerly therefrom; thence westerly to a point opposite HES RW34 205+08.41 on said "RW34" line survey and 45.85 feet westerly therefrom; thence southerly to a point opposite HES RW34 204+88.41 on said "RW34" line survey and 45.82 feet westerly therefrom; thence easterly to a point opposite HES RW34 204+88.42 on said "RW34" line survey and 40.00 feet westerly therefrom; thence southerly to a point opposite HES RW34 203+46.11 on said "RW34" line survey and 40.00 feet westerly therefrom; thence westerly to a point opposite HES RW34 203+46.11 on said "RW34" line survey and 43.00 feet westerly therefrom; thence northerly to a point opposite HES RW34 204+86.42 on said "RW34" line survey and 43.00 feet westerly therefrom; thence westerly to a point opposite HES RW34 204+86.41 on said "RW34" line survey and 47.81 feet westerly therefrom; thence northerly to a point opposite HES RW34 205+10.41 on said "RW34" line survey and 47.85 feet westerly therefrom; thence easterly to a point opposite HES RW34 205+10.42 on said "RW34" line survey and 37.81 feet westerly therefrom; thence northerly to a point opposite HES RW34 207+73.21 on said "RW34" line survey and 37.39 feet westerly therefrom; thence westerly to a point opposite HES RW34 207+73.19 on said "RW34" line survey and 45.44 feet westerly therefrom; thence northerly to a point opposite HES RW34 207+97.19 on said "RW34" line survey and 45.48 feet westerly therefrom; thence easterly to a point opposite HES RW34

207+97.21 on said "RW34" line survey and 36.35 feet westerly therefrom; thence northerly to a point opposite HES RW34 209+33.94 on said "RW34" line survey and 36.13 feet westerly therefrom; thence westerly to a point opposite HES RW34 209+33.93 on said "RW34" line survey and 45.20 feet westerly therefrom; thence northerly to a point opposite HES RW34 209+57.93 on said "RW34" line survey and 45.20 feet westerly therefrom; thence easterly to a point opposite HES RW34 209+57.94 on said "RW34" line survey and 36.09 feet westerly therefrom; thence northerly to a point opposite HES RW34 209+58.77 on said "RW34" line survey and 36.09 feet westerly therefrom; thence northwesterly to a point opposite HES PS 37+47.04 on said "PS" line survey and 37.32 feet southerly therefrom; thence northwesterly along a non-tangent curve to the left, said curve having a radius of 42.50 feet, a distance of 18.90 feet to a point opposite HES PS 37+29.51 on said "PS" line survey and 30.66 feet southerly therefrom; thence westerly to a point opposite HES PS 37+07.63 on said "PS" line survey and 27.56 feet southerly therefrom; thence westerly to a point opposite HES PS 36+98.55 on said "PS" line survey and 27.52 feet southerly therefrom; thence westerly to a point opposite HES PS 36+68.22 on said "PS" line survey and 32.61 feet southerly therefrom; thence westerly to a point opposite HES PS 35+92.66 on said "PS" line survey and 33.69 feet southerly therefrom; thence southerly to a point opposite HES PS 35+92.66 on said "PS" line survey and 35.96 feet southerly therefrom; thence westerly to a point on the existing slope easement conveyed to the City of Fife by instrument recorded under Recording No. 200307020326, said point being approximately opposite HES PS 34+83.41 on said "PS" line survey and 36.08 feet southerly therefrom; thence along said easement, northeasterly to the Point of Beginning; EXCEPT any portion thereof lying within said existing slope easement conveyed to the City of Fife by instrument recorded under Recording No. 200307020326;

(Said portion containing 2,535 square feet, more or less)

AND

All that portion of the hereinafter described PARCEL "A" lying within the following described tract of land. Beginning at a point on the westerly line of said Parcel A being approximately opposite Highway Engineers Station (hereinafter referred to as HES) PS 34+52.77 of the "PS" line survey of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and subsequent revisions thereto, and 57.39 feet northerly therefrom; thence northerly to a point opposite HES PS 34+52.81 on the "PS" line survey and 61.39 feet northerly therefrom; thence easterly to a point opposite HES PS 35+65.34 on the "PS" line survey and 61.51 feet northerly therefrom; thence northerly to a point opposite HES PS 35+65.34 on the "PS" line survey and 63.10 feet northerly therefrom; thence easterly to a point opposite HES PS 35+71.58 on the "PS" line survey and 63.11 feet northerly therefrom; thence easterly to a point opposite HES PS 36+79.97 on the "PS" line survey of said Highway and 57.84 feet northerly therefrom; thence easterly to a point opposite HES PS 37+32.01 on the "PS" line survey and 64.41 feet northerly therefrom; thence northeasterly along a non-tangent curve to the left, said curve having a radius of 52.50 feet, a distance of 65.16 feet to a point opposite HES PS 37+67.95 on the "PS" line survey and 113.77 feet northerly therefrom; thence northerly to the northerly line of said Parcel A, being a point approximately opposite HES PS 37+67.98 on the "PS" line survey and 117.25 feet northerly therefrom; thence easterly along said northerly line to a point approximately opposite HES PS 37+70.98 on the "PS" line survey and 117.26 feet northerly therefrom; thence southerly to a point opposite HES PS 37+70.95 on the "PS" line survey and 113.74 feet northerly therefrom; thence southwesterly along a non-tangent curve to the right, said

curve having a radius of 55.50 feet, a distance of 79.74 feet to a point opposite HES PS 37+22.39 on the "PS" line survey of said Highway and 59.16 feet northerly therefrom; thence westerly to a point opposite HES PS 36+80.47 on the "PS" line survey of said Highway and 53.87 feet northerly therefrom; thence westerly to a point opposite HES PS 35+70.84 on the "PS" line survey of said Highway and 55.50 feet northerly therefrom; thence northerly to a point opposite HES PS 35+70.84 on the "PS" line survey of said Highway and 57.52 feet northerly therefrom; thence westerly to the Point of Beginning.

(Said portion containing 1,534 square feet, more or less)

PARCEL "A"

Beginning at a point 313.06 feet East and 30 feet South of the Northwest corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington, said point is on the South line of Ward Street, as described in an instrument recorded under Recording No. 1464744, and is the Northeast corner of the tract of land described in Recording No. 1859732, records of Pierce County, Washington;

THENCE South, 104.36 feet;

THENCE West, along a line parallel with the South line of Ward Street, to the Easterly right-of-way line of the Port of Tacoma Road (the previous two course being the West and South lines of the tract of land described in Recording No. 1859732);

THENCE South, along the Easterly right-of-way line of the Port of Tacoma Road, to the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter;

THENCE Easterly, along the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter, to a point 140 feet West of the Southeast corner of said Northeast quarter of the Southwest quarter of the Southeast quarter;

THENCE North, 175 feet;

THENCE East, 120 feet;

THENCE North, to a point on the South line of said Ward Street;

THENCE West, along the South line of Ward Street, to the Point of Beginning;

EXCEPT that portion of the above described parcel conveyed to the State of Washington by warranty deed recorded under Recording Number 200003240566, records of Pierce County, Washington;

AND EXCEPT that portion of the above described parcel conveyed to the State of Washington by quit claim deed recorded under Recording Number 200003240567, records of Pierce County, Washington;

TOGETHER WITH the following described parcel:

Commencing at the Southeast corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington;

THENCE West, along the South line of said subdivision, 20 feet to the West line of Ruddock Road, being the Point of Beginning;

THENCE continuing West, along said South line, 120 feet;

THENCE North, parallel with the East line of said subdivision, 175 feet;

THENCE East, parallel with the South line of said subdivision, 120 feet to the West line of Ruddock Road;

THENCE South, along said West line of road, 175 feet to the Point of Beginning;



ALSO TOGETHER WITH the following described parcel:

Beginning at the intersection of the North line of Block 9, PUYALLUP WATERWAY FACTORY SITES ADDITION, according to the plat thereof recorded in Volume 9 of Plats, page 117, records of Pierce County, Washington, and the East line of the Port of Tacoma Road;
THENCE East, along the North line of said Block 9 and said North line extended East, to a point 5 feet East of the center line of vacated Newton Street;
THENCE North, parallel with the center line of vacated Newton Street, 30 feet to the center line of vacated Virginia Avenue;
THENCE East, along said center line, 125 feet;
THENCE North, 225 feet to the Northeast corner of Lot 1, Block 5 in said addition;
THENCE West, along the North line of said addition, to intersect the Easterly line of Port of Tacoma Road;
THENCE Southerly, along said Easterly line, to the Point of Beginning;

ALSO TOGETHER WITH the following described parcel:

Lots 10 through 18, Block 5, PUYALLUP WATERWAY FACTORY SITES ADDITION, according to the plat thereof recorded in Volume 9 of Plats, Page 117, records of Pierce County, Washington;
TOGETHER WITH that portion of vacated Virginia Avenue adjoining or abutting thereon, which upon vacation by the City of Fife Ordinance No. 629, recorded under Recording No. 8111090234, attached to said premises by operation of law;

ALSO TOGETHER WITH the following described parcel:

Lots 23 to 26, inclusive, Block 4, UNION PACIFIC TIDELANDS 4TH ADDITION, according to the plat thereof recorded in Volume 10 of Plats, Page 1, records of Pierce County, Washington;
EXCEPT those portions conveyed to the State of Washington by Warranty Deeds recorded June 28, 1993 and May 9, 1994, under Recording Nos. 9306280693 and 9405090754;
TOGETHER WITH that portion of vacated Newton Street described as follows:
COMMENCING at the Southwest corner of Lot 25 in Block 4 of Union Pacific Tidelands 4th Addition, in the City of Fife, Pierce County, Washington, in the Southeast Quarter of Section 2, Township 20 North, Range 3 East, of the Willamette Meridian;
THENCE North 100 feet along the west property line of said Lot, and Lots 24 and 23 of said Block, said 4th Addition;
THENCE West 30 feet along the North City Limit Line;
THENCE South 100 feet along a line parallel with the west property lines of said Lots;
THENCE East 30 feet to the point of beginning;

ALSO TOGETHER WITH the following described parcel:

Lots 27 to 34, inclusive, Block 4, UNION PACIFIC TIDELANDS 4TH ADDITION, according to the plat thereof recorded in Volume 10 of Plats, Page 1, records of Pierce County, Washington;
EXCEPT therefrom those portions conveyed to the State of Washington by instruments recorded under Recording Nos. 9308310159 and 9405180642;

ALL SITUATE in the County of Pierce, State of Washington.

The lands herein described contain an area of 4,069 square feet, more or less, the specific details concerning all of which are to be found on Sheet 2 of 2 sheets of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and revised _____.

Grantor's Initials

lv

EXHIBIT L

After recording return document to:

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

Grantor: State of Washington, Department of Transportation

Grantee: Love's Travel Stops & County Stores, Inc., an Oklahoma corporation

Abbreviated Legal Description: A portion of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M. Complete legal description is below.

Tax Parcel No.: Ptn 0320024043

QUITCLAIM DEED

STATE ROUTE 5, PORT OF TACOMA ROAD INTERCHANGE VICINITY

State of Washington, by and through its Department of Transportation ("Grantor") for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and quitclaims to Love's Travel Stops & County Stores, Inc., an Oklahoma corporation ("Grantee"), the following described real property, and any after acquired interest therein, situated in Pierce County, in the State of Washington:

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

Dated this _____ day of October, 2016.

GRANTOR:

STATE OF WASHINGTON
Department of Transportation

By: _____
James M. Salter
Acquisition Program Manager,
Authorized Agent

QUITCLAIM DEED

EXHIBIT A

Parcel 1

(PIERCE COUNTY PARCEL NOT ASSIGNED)

That portion of the Southeast quarter of the Northwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., City of Fife, Pierce County, Washington, and is described as follows: Beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) PTR 6+00.62 of the "PTR" survey line of SR 509, MP 1.71 to MP 2.80, Milwaukee Way to Port of Tacoma Rd. Vic. and 109.19 feet easterly therefrom; thence easterly to a point opposite HES PTR 6+00.62 of said "PTR" survey line and 116.29 feet easterly therefrom; thence northeasterly to a point opposite HES PTR 6+27.55 of said "PTR" survey line and 146.03 feet easterly therefrom; thence easterly to a point opposite HES PTR 6+27.55 of said "PTR" survey line and 182.58 feet easterly therefrom; thence southeasterly to a point opposite HES PTR 6+00.62 of said "PTR" survey line and 208.78 feet easterly therefrom, said point being on the northerly margin of 12th Street East; thence easterly along said northerly margin to the centerline of vacated Newton Street approximately being a point opposite HES PTR 6+00.88 of said "PTR" survey line and 263.24 feet easterly therefrom; thence northerly along said centerline to a line 70 feet southerly of the "SFR" survey line of SR 509, MP 1.71 to MP 2.80, Milwaukee Way to Port of Tacoma Rd. Vic. approximately being a point opposite HES PTR 7+02.37 of said "PTR" survey line and 262.96 feet easterly therefrom;; thence westerly, parallel with said "SFR" survey line, to a point opposite HES SFR 49+82.18 of said "SFR" survey line and 70.00 feet southerly therefrom; thence westerly to a point opposite HES SFR 48+33.55 of said "SFR" survey line and 89.14 feet southerly therefrom; then southerly to said Point of Beginning.

The lands herein described contain an area of 12,142 square feet, more or less, in fee, the specific details concerning all of which are to be found on Sheet 5 of 7 sheets of that certain plan entitled SR 509, MP 1.71 to MP 2.80, Milwaukee Way to Port of Tacoma Rd. Vic., now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval May 7, 1998.

Parcel 2

(PIERCE COUNTY PARCEL NO. 0320024043)
(WSDOT REFERENCE NO. 3-08415)

All that portion of the hereinafter described PARCEL "A" lying northerly of a line beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) PS 35+65.34 of the "PS" line survey SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, and 61.51 feet northerly therefrom; thence westerly to a point opposite HES PS 33+77.77 on said "PS" line survey and 61.31 feet northerly



therefrom; thence northwesterly to the westerly line of said Parcel A at a point approximately opposite HES PS 33+67.07 on said "PS" line survey and 76.41 feet northerly therefrom and the end of this line description.

PARCEL "A"

The land referred to is situated in the County of Pierce, City of Fife, State of Washington, and is described as follows:

Commencing at a point on the North line of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington, 198.26 feet East of the Northwest corner thereof;

THENCE South, 30 feet to Point of Beginning;

THENCE continuing on the same course, 104.36 feet;

THENCE East, 114.53 feet;

THENCE North, 104.36 feet;

THENCE West, 114.80 feet to the Point of Beginning;

EXCEPT that portion thereof conveyed to the City of Fife by deed recorded under Recording No. 200307020326, records of Pierce County, Washington.

SITUATE in the County of Pierce, State of Washington.

The lands herein described contain an area of 4,649 square feet, more or less, in fee, the specific details concerning all of which are to be found on Sheet 2 of 2 sheets of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and subsequent revisions thereto.



EXHIBIT M

DRIVEWAY CONSTRUCTION PERMIT

Grantor: LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., an Oklahoma corporation

Grantee: CITY OF FIFE, a Washington municipal corporation

Abbreviated Legal Description: A portion of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M. Complete legal description is below.

Assessor Tax Parcel Numbers: 0320024101, 7085000270, 9165400033, 0320024102

The Grantor, LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., an Oklahoma corporation , for and in consideration of providing private access conveys to the City of Fife and its assigns, the right, privilege and permit of ingress and egress over, across, and upon the hereinafter described lands from the date hereof until _____ for the purpose of constructing driveways on 34th Avenue East for Grantor's property, including minor slope flattening or contouring. Said lands being situated in County, State of Washington, and described as follows:

For description and additional conditions
See Exhibit A attached hereto and made a part hereof

It is understood and agreed that delivery of this permit is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Fife unless and until accepted and approved hereon in writing for the City of Fife, by its authorized agent.

Dated this _____ day of October, 2016

GRANTOR:

Love's Travel Stops & Country Stores, Inc.

By: _____

EXHIBIT A
Description of Temporary Permit Area



EXHIBIT N

After Recording Please Return To:

VSI Law Group, PLLC
225 Tacoma Avenue South
Tacoma, WA 98402

POSSESSION AND USE AGREEMENT

Grantor: LOVE'S TRAVEL STOPS & COUNTRY STORES, Inc., an Oklahoma corporation

Grantee: CITY OF FIFE, a municipal corporation

Abbreviated Legal Description: Prn. SW ¼ of SE ¼ of Sec. 2, T 20N. Range 3 E, W.M., and Blocks 4 and 5 Puyallup Waterway Factory Sites Addition. Complete legal descriptions are attached as Exhibits A-B.

Tax Parcel Nos.: 0320024102, 0320024101, 0320024050, 7085000182, 7085000250, 7085000260, and 7085000270

1. Date and Parties. THIS POSSESSION AND USE AGREEMENT ("AGREEMENT"), is dated, for reference purposes only, the ____ day of September, 2016, and is made and entered into by and between LOVE'S TRAVEL STOPS & COUNTRY STORES, Inc., an Oklahoma corporation ("Owner") and City of Fife, a Washington municipal corporation ("the City").

2. Recitals.

2.1 The property and property rights described in the attached Exhibits A-B (the "Property") is required by the City for the construction of the Port of Tacoma Road Interchange Improvement Project (the "Project").

2.2 Delay in acquisition and construction of the Project is contrary to the public interest.

2.3 The City has made a firm and continuing offer to pay the Owner the amount of \$480,200.00 to purchase the Property and to compensate the Owner for any damage to the remaining property resulting from the Project.

2.4 The Owner requires additional time to evaluate the City's offer and resolve any questions they may have concerning just compensation.

2.5 The purpose of this Agreement is for the Owner to grant to the City the possession and use of the Property prior to an agreement or court determination of the amount of just compensation. Owner agrees to grant possession and use of the Property on the terms and conditions set forth in this Agreement.

3. Right of Use and Possession. For and in consideration of the tender of funds under paragraph 4 below, Owner hereby grants the City the possession and use of the Property for the purpose of allowing the City, its officers, officials, agents and contractors to construct the Project. The Owner hereby waives the requirement of written notice to move, as provided by RCW 8.26.180, and shall surrender possession of the Property to the City not later than January 10, 2017. The City shall provide the Owner with thirty days written notice prior to commencement of construction of the Project.

4. Tender of Amount Offered. As consideration for the grant of possession and use, the City shall tender the amount of \$480,200.00 in escrow with Ticor Title Company 3929 Bridgeport Way W., Suite 202, University Place, WA 98466 ("Escrow Agent"). The Escrow Agent shall retain in escrow the amount necessary to clear any monetary liens and encumbrances on the Property (except real estate tax liens). The balance shall be disbursed by the Escrow Agent to Owner. The tendered funds in the amount of \$480,200.00 shall be applied to the purchase price for the Property if agreement is reached, or to the court's determination of just compensation, if an agreement is not reached. If a purchase agreement is reached, the Escrow Agent shall handle the closing. If condemnation proceedings are commenced, the Escrow Agent shall tender any monies held under this Agreement to the court registry.

5. Public Necessity. The Property is necessary for the public use of the City. If the parties cannot agree as to the amount of just compensation due the Owner and the City institutes condemnation proceedings, the Owner will not object to the City's entry of an Order Adjudicating Public Use and Necessity, as provided in RCW 8.12.090.

6. Condemnation Action. The parties agree to make a good faith effort to diligently negotiate a purchase price for the Property. However, if the parties cannot agree on the amount of just compensation for the Property by December 31, 2016, the City shall

{00176751.DOC;2}

institute condemnation proceedings; provided the City reserves the right to institute condemnation proceedings at any time upon impasse or request by the Owner. The parties agree that if condemnation proceedings are instituted by the City, this Agreement shall be deemed to satisfy the requirements of a Stipulated Order of Immediate Use and Possession entered pursuant to RCW 8.25.070(3). Nothing in this Agreement shall be deemed to waive any right either party may have to a subsequent adjudication of compensation pursuant to state law. Neither this agreement, nor the basis therefore, shall be construed as an admission of fair market value or just compensation by any of the parties to this Agreement. If condemnation proceedings are instituted, any payment of costs and attorney's fees shall be governed by the provisions of RCW 8.25.070 and 8.25.075.

7. Date of Valuation. The date of valuation for the determination of just compensation shall be the date the funds were tendered to the Escrow Agent pursuant to paragraph 4 above.

8. Possession. The City is entitled to possession and use of the Property when funds are tendered to the Escrow Agent pursuant to paragraph 4 above.

9. Covenant Running with the Land. This Agreement is a covenant running with the land, and is binding upon all heirs and administrators, if any, assigns, and successors in interest to the Owner.

10. Right to Legal Counsel. The Owner acknowledges that they have the right to consult legal counsel and have received no legal advice from the City Attorney, the City or anyone acting on behalf of the City.

11. Hold Harmless. This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, and those of its officers, agents, or employees to the fullest extent permitted by law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability including reasonable attorney fees. In the case of negligence of both parties, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

12. City Council Approval. This Agreement is subject to ratification by the Fife City Council. This matter shall be submitted to the City Council for ratification within thirty (30) days after signature by both parties.

13. Full Agreement. The City and Owner have negotiated and made an agreement and have here set forth fully such agreement. There are no verbal or other agreements which

**EXHIBIT A
TO POSSESSION AND USE AGREEMENT**

FEE ACQUISITION DESCRIPTION

(PIERCE COUNTY PARCEL NOS. 0320024102, 0320024101, 0320024050, 7085000182, 7085000250,
7085000260, 7085000270, 9165400022 and 9165400033)
(WSDOT REFERENCE NO. 3-10569)

All that portion of the hereinafter described PARCEL "A" lying southerly of the "PS" line survey and westerly of the "RW34" line survey AND lying northerly and easterly of a line beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) PS 33+58.11 of the "PS" line survey of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and subsequent revisions thereto, and 37.29 feet southerly therefrom; thence easterly to a point opposite HES PS 33+79.53 on the "PS" line survey and 32.19 feet southerly therefrom; thence easterly to a point opposite HES PS 35+91.66 on said "PS" line survey and 31.96 feet southerly therefrom; thence northerly to a point opposite HES PS 35+91.66 on said "PS" line survey and 29.70 feet southerly therefrom; thence easterly to a point opposite HES PS 36+67.86 on said "PS" line survey and 28.61 feet southerly therefrom; thence easterly to a point opposite HES PS 36+85.78 on said "PS" line survey and 25.61 feet southerly therefrom; thence easterly to a point opposite HES PS 37+14.98 on said "PS" line survey and 25.57 feet southerly therefrom; thence easterly to a point opposite HES PS 37+29.94 on said "PS" line survey and 27.69 feet southerly therefrom; thence southeasterly along a non-tangent curve to the right, said curve having a radius of 45.50 feet, a distance of 64.68 feet to a point opposite HES RW34 209+55.95 on said "RW34" line survey and 34.11 feet westerly therefrom; thence westerly to a point opposite HES RW34 209+55.93 on said "RW34" line survey and 43.20 feet westerly therefrom; thence southerly to a point opposite HES RW34 209+35.93 on said "RW34" line survey and 43.16 feet westerly therefrom; thence easterly to a point opposite HES RW34 209+35.95 on said "RW34" line survey and 34.13 feet westerly therefrom; thence southerly to a point opposite HES RW34 207+95.21 on said "RW34" line survey and 34.35 feet westerly therefrom; thence westerly to a point opposite HES RW34 207+95.20 on said "RW34" line survey and 43.48 feet westerly therefrom; thence southerly to a point opposite HES RW34 207+75.20 on said "RW34" line survey and 43.44 feet westerly therefrom; thence easterly to a point opposite HES RW34 207+75.21 on said "RW34" line survey and 34.39 feet westerly therefrom; thence southerly to a point opposite HES RW34 205+08.43 on said "RW34" line survey and 34.81 feet westerly therefrom; thence westerly to a point opposite HES RW34 205+08.41 on said "RW34" line survey and 45.85 feet westerly therefrom; thence southerly to a point opposite HES RW34 204+88.41 on said "RW34" line survey and 45.82 feet westerly therefrom; thence easterly to a point opposite HES RW34 204+88.42 on said "RW34" line survey and 40.00 feet westerly therefrom and the end of this line description;

(Said portion containing 12,269 square feet, more or less)

AND

All that portion of the hereinafter described PARCEL "A" lying northerly of the "PS" line survey and westerly of the "RW34" line survey AND lying southerly and easterly of a line beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) PS 33+71.78 of the "PS" line survey of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan,

Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and subsequent revisions thereto, and 57.30 feet northerly therefrom; thence easterly to a point opposite HES PS 35+70.84 on the "PS" line survey and 57.52 feet northerly therefrom; thence southerly to a point opposite HES PS 35+70.84 on the "PS" line survey and 55.50 feet northerly therefrom; thence easterly to a point opposite HES PS 36+80.47 on the "PS" line survey and 53.87 feet northerly therefrom; thence easterly to a point opposite HES PS 37+22.39 on the "PS" line survey and 59.16 feet northerly therefrom; thence northeasterly along a non-tangent curve to the left, said curve having a radius of 55.50 feet, a distance of 79.74 feet to a point opposite HES PS 37+70.95 on the "PS" line survey and 113.74 feet northerly therefrom; thence northerly to a point opposite HES PS 37+70.98 on the "PS" line survey and 117.26 feet northerly therefrom and the end of this line description;

(Said portion containing 13,255 square feet, more or less)

AND

All that portion of the hereinafter described PARCEL "A" lying westerly of the "RW34" line survey AND lying easterly of a line beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) D 28+40.26 of the "D" line survey of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval July 15, 2015 and subsequent revisions thereto, and 31.00 feet westerly therefrom; thence southwestwardly along a non-tangent curve to the right, said curve having a radius of 559.00 feet, a distance of 80.21 feet to a point opposite HES D 27+55.61 of the "D" line survey and 31.00 feet westerly therefrom; thence northwestwardly to a point opposite HES D 27+56.11 of the "D" line survey and 41.00 feet westerly therefrom; thence southwestwardly to a point on the southerly line of said Parcel "A" approximately opposite HES D 27+25.42 of the "D" line survey and 40.91 feet westerly therefrom and the end of this line description.

(Said portion containing 950 square feet, more or less)

PARCEL "A"

Beginning at a point 313.06 feet East and 30 feet South of the Northwest corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington, said point is on the South line of Ward Street, as described in an instrument recorded under Recording No. 1464744, and is the Northeast corner of the tract of land described in Recording No. 1859732, records of Pierce County, Washington;
THENCE South, 104.36 feet;
THENCE West, along a line parallel with the South line of Ward Street, to the Easterly right-of-way line of the Port of Tacoma Road (the previous two course being the West and South lines of the tract of land described in Recording No. 1859732);
THENCE South, along the Easterly right-of-way line of the Port of Tacoma Road, to the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter;
THENCE Easterly, along the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter, to a point 140 feet West of the Southeast corner of said Northeast quarter of the Southwest quarter of the Southeast quarter;
THENCE North, 175 feet;

THENCE East, 120 feet;
THENCE North, to a point on the South line of said Ward Street;
THENCE West, along the South line of Ward Street, to the Point of Beginning;
EXCEPT that portion of the above described parcel conveyed to the State of Washington by warranty deed recorded under Recording Number 200003240566, records of Pierce County, Washington;
AND EXCEPT that portion of the above described parcel conveyed to the State of Washington by quit claim deed recorded under Recording Number 200003240567, records of Pierce County, Washington;

TOGETHER WITH the following described parcel:

Commencing at the Southeast corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington;
THENCE West, along the South line of said subdivision, 20 feet to the West line of Ruddock Road, being the Point of Beginning;
THENCE continuing West, along said South line, 120 feet;
THENCE North, parallel with the East line of said subdivision, 175 feet;
THENCE East, parallel with the South line of said subdivision, 120 feet to the West line of Ruddock Road;
THENCE South, along said West line of road, 175 feet to the Point of Beginning;

ALSO TOGETHER WITH the following described parcel:

Beginning at the intersection of the North line of Block 9, PUYALLUP WATERWAY FACTORY SITES ADDITION, according to the plat thereof recorded in Volume 9 of Plats, page 117, records of Pierce County, Washington, and the East line of the Port of Tacoma Road;
THENCE East, along the North line of said Block 9 and said North line extended East, to a point 5 feet East of the center line of vacated Newton Street;
THENCE North, parallel with the center line of vacated Newton Street, 30 feet to the center line of vacated Virginia Avenue;
THENCE East, along said center line, 125 feet;
THENCE North, 225 feet to the Northeast corner of Lot 1, Block 5 in said addition;
THENCE West, along the North line of said addition, to intersect the Easterly line of Port of Tacoma Road;
THENCE Southerly, along said Easterly line, to the Point of Beginning;

ALSO TOGETHER WITH the following described parcel:

Lots 10 through 18, Block 5, PUYALLUP WATERWAY FACTORY SITES ADDITION, according to the plat thereof recorded in Volume 9 of Plats, Page 117, records of Pierce County, Washington;
TOGETHER WITH that portion of vacated Virginia Avenue adjoining or abutting thereon, which upon vacation by the City of Fife Ordinance No. 629, recorded under Recording No. 8111090234, attached to said premises by operation of law;

ALSO TOGETHER WITH the following described parcel:

Lots 23 to 26, inclusive, Block 4, UNION PACIFIC TIDELANDS 4TH ADDITION, according to the plat thereof recorded in Volume 10 of Plats, Page 1, records of Pierce County, Washington;

EXCEPT those portions conveyed to the State of Washington by Warranty Deeds recorded June 28, 1993 and May 9, 1994, under Recording Nos. 9306280693 and 9405090754;

TOGETHER WITH that portion of vacated Newton Street described as follows:

COMMENCING at the Southwest corner of Lot 25 in Block 4 of Union Pacific Tidelands 4th Addition, in the City of Fife, Pierce County, Washington, in the Southeast Quarter of Section 2, Township 20 North, Range 3 East, of the Willamette Meridian;
THENCE North 100 feet along the west property line of said Lot, and Lots 24 and 23 of said Block, said 4th Addition;
THENCE West 30 feet along the North City Limit Line;
THENCE South 100 feet along a line parallel with the west property lines of said Lots;
THENCE East 30 feet to the point of beginning;

ALSO TOGETHER WITH the following described parcel:

Lots 27 to 34, inclusive, Block 4, UNION PACIFIC TIDELANDS 4TH ADDITION, according to the plat thereof recorded in Volume 10 of Plats, Page 1, records of Pierce County, Washington;

EXCEPT therefrom those portions conveyed to the State of Washington by instruments recorded under Recording Nos. 9308310159 and 9405180642;

ALL SITUATE in the County of Pierce, State of Washington.

The lands herein described contain an area of 26,474 square feet, more or less, in fee, the specific details concerning all of which are to be found on Sheet 5 of 6 sheets of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval July 15, 2015 and revised _____, AND the specific details concerning all of which are to be found on Sheet 2 of 2 sheets of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and revised _____.

ALSO Grantor herein conveys and grants to the Grantee, all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between Port of Tacoma Road and 34th Avenue East and the remainder of said PARCEL "A";

EXCEPT the Grantor herein does not convey any rights of ingress and egress (including all existing, future or potential easement of access, light, view and air) northerly of a point opposite Highway Engineer's Station C 28+62.80 L/A on the C Line Survey (Port of Tacoma Road) of SR 5, Port of Tacoma Road Interchange Vicinity and 49.60 feet easterly therefrom.

AND EXCEPT the Grantor herein does not convey any rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) northerly of a point opposite Highway Engineer's Station D 28+41.37 L/A on the D Line Survey (34th Avenue East) of SR 5, Port of Tacoma Road Interchange Vicinity and 31 feet westerly therefrom.



The specific details concerning all of which are to be found on Sheet 5 of 6 sheets of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, now of record and on file in the office of the State of Washington, the Secretary of Transportation at Olympia, Washington, and bearing date of approval July 15, 2015 and revised _____.

It is expressly intended that these covenants, burdens and restrictions shall run with the described land and shall forever bind the grantor, their successors and assigns.

SLOPE EASEMENT LEGAL DESCRIPTION

(PIERCE COUNTY PARCEL NOS. 0320024102, 0320024101, 0320024050, 7085000270)
(WSDOT REFERENCE NO. 3-10569)

All that portion of the hereinafter described PARCEL "A" lying within the following described tract of land. Beginning at a point opposite Highway Engineers Station (hereinafter referred to as HES) PS 35+32.01 of the "PS" line survey of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and subsequent revisions thereto, and 32.02 feet southerly therefrom; thence easterly to a point opposite HES PS 35+91.66 on said "PS" line survey and 31.96 feet southerly therefrom; thence northerly to a point opposite HES PS 35+91.66 on said "PS" line survey and 29.70 feet southerly therefrom; thence easterly to a point opposite HES PS 36+67.86 on said "PS" line survey and 28.61 feet southerly therefrom; thence easterly to a point opposite HES PS 36+85.78 on said "PS" line survey and 25.61 feet southerly therefrom; thence easterly to a point opposite HES PS 37+14.98 on said "PS" line survey and 25.57 feet southerly therefrom; thence easterly to a point opposite HES PS 37+29.94 on said "PS" line survey and 27.69 feet southerly therefrom; thence southeasterly along a non-tangent curve to the right, said curve having a radius of 45.50 feet, a distance of 64.68 feet to a point opposite HES RW34 209+55.95 on said "RW34" line survey and 34.11 feet westerly therefrom; thence westerly to a point opposite HES RW34 209+55.93 on said "RW34" line survey and 43.20 feet westerly therefrom; thence southerly to a point opposite HES RW34 209+35.93 on said "RW34" line survey and 43.16 feet westerly therefrom; thence easterly to a point opposite HES RW34 209+35.95 on said "RW34" line survey and 34.13 feet westerly therefrom; thence southerly to a point opposite HES RW34 207+95.21 on said "RW34" line survey and 34.35 feet westerly therefrom; thence westerly to a point opposite HES RW34 207+95.20 on said "RW34" line survey and 43.48 feet westerly therefrom; thence southerly to a point opposite HES RW34 207+75.20 on said "RW34" line survey and 43.44 feet westerly therefrom; thence easterly to a point opposite HES RW34 207+75.21 on said "RW34" line survey and 34.39 feet westerly therefrom; thence southerly to a point opposite HES RW34 205+08.43 on said "RW34" line survey and 34.81 feet westerly therefrom; thence westerly to a point opposite HES RW34 205+08.41 on said "RW34" line survey and 45.85 feet westerly therefrom; thence southerly to a point opposite HES RW34 204+88.41 on said "RW34" line survey and 45.82 feet westerly therefrom; thence easterly to a point opposite HES RW34 204+88.42 on said "RW34" line survey and 40.00 feet westerly therefrom; thence southerly to a point opposite HES RW34 203+46.11 on said "RW34" line survey and 40.00 feet westerly therefrom; thence westerly to a point opposite HES RW34 203+46.11 on said "RW34" line survey and 43.00 feet westerly therefrom; thence northerly to a point opposite HES RW34 204+86.42 on said "RW34" line survey and

43.00 feet westerly therefrom; thence westerly to a point opposite HES RW34 204+86.41 on said "RW34" line survey and 47.81 feet westerly therefrom; thence northerly to a point opposite HES RW34 205+10.41 on said "RW34" line survey and 47.85 feet westerly therefrom; thence easterly to a point opposite HES RW34 205+10.42 on said "RW34" line survey and 37.81 feet westerly therefrom; thence northerly to a point opposite HES RW34 207+73.21 on said "RW34" line survey and 37.39 feet westerly therefrom; thence westerly to a point opposite HES RW34 207+73.19 on said "RW34" line survey and 45.44 feet westerly therefrom; thence northerly to a point opposite HES RW34 207+97.19 on said "RW34" line survey and 45.48 feet westerly therefrom; thence easterly to a point opposite HES RW34 207+97.21 on said "RW34" line survey and 36.35 feet westerly therefrom; thence northerly to a point opposite HES RW34 209+33.94 on said "RW34" line survey and 36.13 feet westerly therefrom; thence westerly to a point opposite HES RW34 209+33.93 on said "RW34" line survey and 45.20 feet westerly therefrom; thence northerly to a point opposite HES RW34 209+57.93 on said "RW34" line survey and 45.20 feet westerly therefrom; thence easterly to a point opposite HES RW34 209+57.94 on said "RW34" line survey and 36.09 feet westerly therefrom; thence northerly to a point opposite HES RW34 209+58.77 on said "RW34" line survey and 36.09 feet westerly therefrom; thence northwesterly to a point opposite HES PS 37+47.04 on said "PS" line survey and 37.32 feet southerly therefrom; thence northwesterly along a non-tangent curve to the left, said curve having a radius of 42.50 feet, a distance of 18.90 feet to a point opposite HES PS 37+29.51 on said "PS" line survey and 30.66 feet southerly therefrom; thence westerly to a point opposite HES PS 37+07.63 on said "PS" line survey and 27.56 feet southerly therefrom; thence westerly to a point opposite HES PS 36+98.55 on said "PS" line survey and 27.52 feet southerly therefrom; thence westerly to a point opposite HES PS 36+68.22 on said "PS" line survey and 32.61 feet southerly therefrom; thence westerly to a point opposite HES PS 35+92.66 on said "PS" line survey and 33.69 feet southerly therefrom; thence southerly to a point opposite HES PS 35+92.66 on said "PS" line survey and 35.96 feet southerly therefrom; thence westerly to a point on the existing slope easement conveyed to the City of Fife by instrument recorded under Recording No. 200307020326, said point being approximately opposite HES PS 34+83.41 on said "PS" line survey and 36.08 feet southerly therefrom; thence along said easement, northeasterly to the Point of Beginning; EXCEPT any portion thereof lying within said existing slope easement conveyed to the City of Fife by instrument recorded under Recording No. 200307020326;

(Said portion containing 2,535 square feet, more or less)

AND

All that portion of the hereinafter described PARCEL "A" lying within the following described tract of land. Beginning at a point on the westerly line of said Parcel A being approximately opposite Highway Engineers Station (hereinafter referred to as HES) PS 34+52.77 of the "PS" line survey of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and subsequent revisions thereto, and 57.39 feet northerly therefrom; thence northerly to a point opposite HES PS 34+52.81 on the "PS" line survey and 61.39 feet northerly therefrom; thence easterly to a point opposite HES PS 35+65.34 on the "PS" line survey and 61.51 feet northerly therefrom; thence northerly to a point opposite HES PS 35+65.34 on the "PS" line survey and 63.10 feet northerly therefrom; thence easterly to a point opposite HES PS 35+71.58 on the "PS" line survey and 63.11 feet northerly therefrom; thence easterly to a point opposite HES PS 36+79.97 on the "PS" line survey of said Highway and 57.84 feet northerly therefrom; thence easterly to a point opposite HES PS 37+32.01 on the "PS" line survey and 64.41 feet northerly therefrom; thence northeasterly along

a non-tangent curve to the left, said curve having a radius of 52.50 feet, a distance of 65.16 feet to a point opposite HES PS 37+67.95 on the "PS" line survey and 113.77 feet northerly therefrom; thence northerly to the northerly line of said Parcel A, being a point approximately opposite HES PS 37+67.98 on the "PS" line survey and 117.25 feet northerly therefrom; thence easterly along said northerly line to a point approximately opposite HES PS 37+70.98 on the "PS" line survey and 117.26 feet northerly therefrom; thence southerly to a point opposite HES PS 37+70.95 on the "PS" line survey and 113.74 feet northerly therefrom; thence southwesterly along a non-tangent curve to the right, said curve having a radius of 55.50 feet, a distance of 79.74 feet to a point opposite HES PS 37+22.39 on the "PS" line survey of said Highway and 59.16 feet northerly therefrom; thence westerly to a point opposite HES PS 36+80.47 on the "PS" line survey of said Highway and 53.87 feet northerly therefrom; thence westerly to a point opposite HES PS 35+70.84 on the "PS" line survey of said Highway and 55.50 feet northerly therefrom; thence northerly to a point opposite HES PS 35+70.84 on the "PS" line survey of said Highway and 57.52 feet northerly therefrom; thence westerly to the Point of Beginning.

(Said portion containing 1,534 square feet, more or less)

PARCEL "A"

Beginning at a point 313.06 feet East and 30 feet South of the Northwest corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington, said point is on the South line of Ward Street, as described in an instrument recorded under Recording No. 1464744, and is the Northeast corner of the tract of land described in Recording No. 1859732, records of Pierce County, Washington;
THENCE South, 104.36 feet;
THENCE West, along a line parallel with the South line of Ward Street, to the Easterly right-of-way line of the Port of Tacoma Road (the previous two course being the West and South lines of the tract of land described in Recording No. 1859732);
THENCE South, along the Easterly right-of-way line of the Port of Tacoma Road, to the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter;
THENCE Easterly, along the South line of said Northeast quarter of the Southwest quarter of the Southeast quarter, to a point 140 feet West of the Southeast corner of said Northeast quarter of the Southwest quarter of the Southeast quarter;
THENCE North, 175 feet;
THENCE East, 120 feet;
THENCE North, to a point on the South line of said Ward Street;
THENCE West, along the South line of Ward Street, to the Point of Beginning;
EXCEPT that portion of the above described parcel conveyed to the State of Washington by warranty deed recorded under Recording Number 200003240566, records of Pierce County, Washington;
AND EXCEPT that portion of the above described parcel conveyed to the State of Washington by quit claim deed recorded under Recording Number 200003240567, records of Pierce County, Washington;

TOGETHER WITH the following described parcel:

Commencing at the Southeast corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 2, Township 20 North, Range 3 East, W.M., in Pierce County, Washington;
THENCE West, along the South line of said subdivision, 20 feet to the West line of Ruddock Road, being the Point of Beginning;

THENCE continuing West, along said South line, 120 feet;
THENCE North, parallel with the East line of said subdivision, 175 feet;
THENCE East, parallel with the South line of said subdivision, 120 feet to the West line of Ruddock Road;
THENCE South, along said West line of road, 175 feet to the Point of Beginning;

ALSO TOGETHER WITH the following described parcel:

Beginning at the intersection of the North line of Block 9, PUYALLUP WATERWAY FACTORY SITES ADDITION, according to the plat thereof recorded in Volume 9 of Plats, page 117, records of Pierce County, Washington, and the East line of the Port of Tacoma Road;
THENCE East, along the North line of said Block 9 and said North line extended East, to a point 5 feet East of the center line of vacated Newton Street;
THENCE North, parallel with the center line of vacated Newton Street, 30 feet to the center line of vacated Virginia Avenue;
THENCE East, along said center line, 125 feet;
THENCE North, 225 feet to the Northeast corner of Lot 1, Block 5 in said addition;
THENCE West, along the North line of said addition, to intersect the Easterly line of Port of Tacoma Road;
THENCE Southerly, along said Easterly line, to the Point of Beginning;

ALSO TOGETHER WITH the following described parcel:

Lots 10 through 18, Block 5, PUYALLUP WATERWAY FACTORY SITES ADDITION, according to the plat thereof recorded in Volume 9 of Plats, Page 117, records of Pierce County, Washington;
TOGETHER WITH that portion of vacated Virginia Avenue adjoining or abutting thereon, which upon vacation by the City of Fife Ordinance No. 629, recorded under Recording No. 8111090234, attached to said premises by operation of law;

ALSO TOGETHER WITH the following described parcel:

Lots 23 to 26, inclusive, Block 4, UNION PACIFIC TIDELANDS 4TH ADDITION, according to the plat thereof recorded in Volume 10 of Plats, Page 1, records of Pierce County, Washington;
EXCEPT those portions conveyed to the State of Washington by Warranty Deeds recorded June 28, 1993 and May 9, 1994, under Recording Nos. 9306280693 and 9405090754;
TOGETHER WITH that portion of vacated Newton Street described as follows:
COMMENCING at the Southwest corner of Lot 25 in Block 4 of Union Pacific Tideland 4th Addition, in the City of Fife, Pierce County, Washington, in the Southeast Quarter of Section 2, Township 20 North, Range 3 East, of the Willamette Meridian;
THENCE North 100 feet along the west property line of said Lot, and Lots 24 and 23 of said Block, said 4th Addition;
THENCE West 30 feet along the North City Limit Line;
THENCE South 100 feet along a line parallel with the west property lines of said Lots;
THENCE East 30 feet to the point of beginning;

ALSO TOGETHER WITH the following described parcel:

Lots 27 to 34, inclusive, Block 4, UNION PACIFIC TIDELANDS 4TH ADDITION, according to the plat thereof recorded in Volume 10 of Plats, Page 1, records of Pierce County, Washington; EXCEPT therefrom those portions conveyed to the State of Washington by instruments recorded under Recording Nos. 9308310159 and 9405180642;

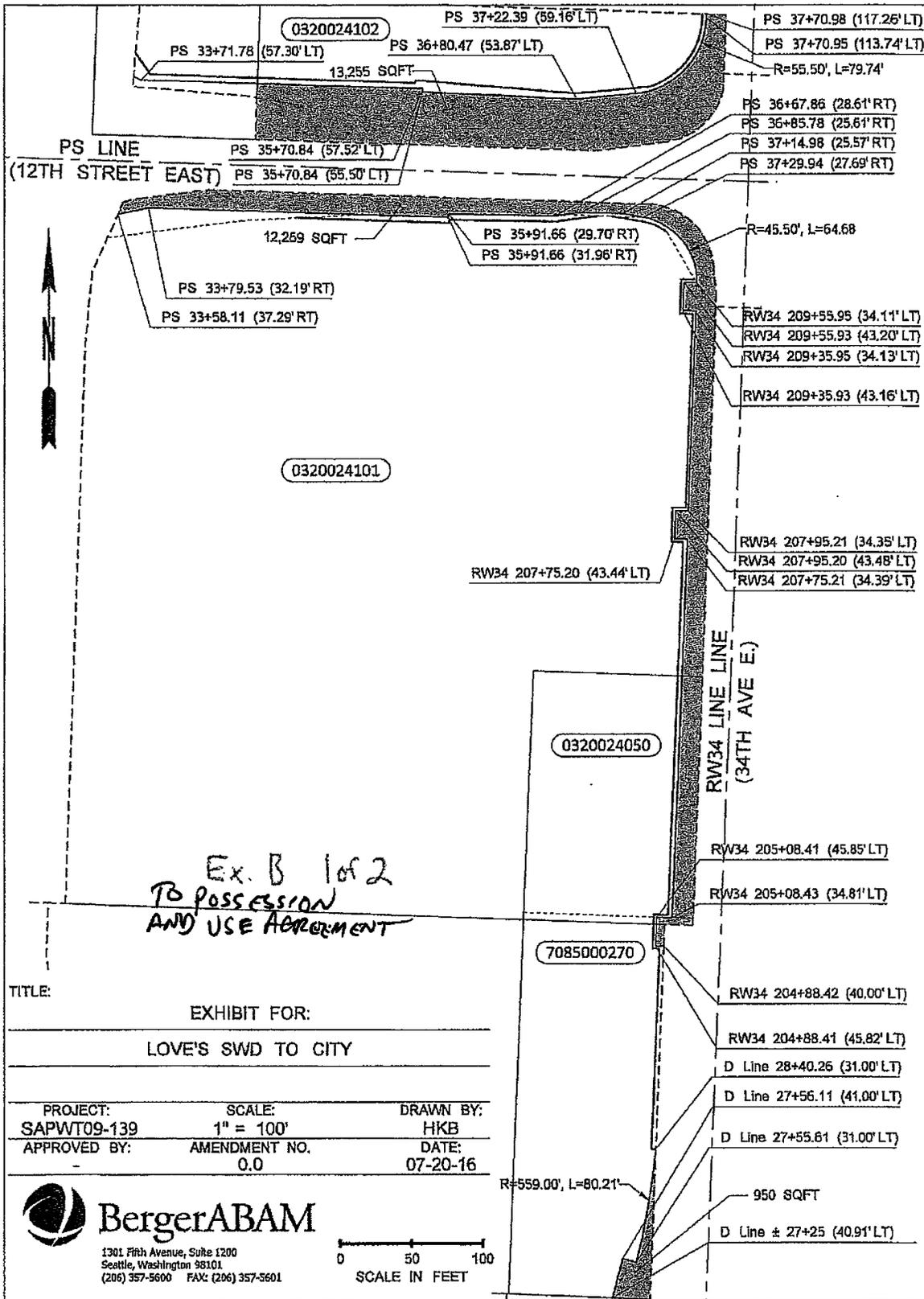
ALL SITUATE in the County of Pierce, State of Washington.

The lands herein described contain an area of 4,069 square feet, more or less, the specific details concerning all of which are to be found on Sheet 2 of 2 sheets of that certain plan entitled SR 5, Port of Tacoma Road, Interchange Vicinity, Right of Way Plan, Station RW34 203+40 to Station RW34 212+25, Station PS 32+63.20 to Station PS 38+23.77, now of record and on file in the office of the State of Washington, Secretary of Transportation at Olympia, Washington, and bearing date of approval September 29, 2015 and revised _____.

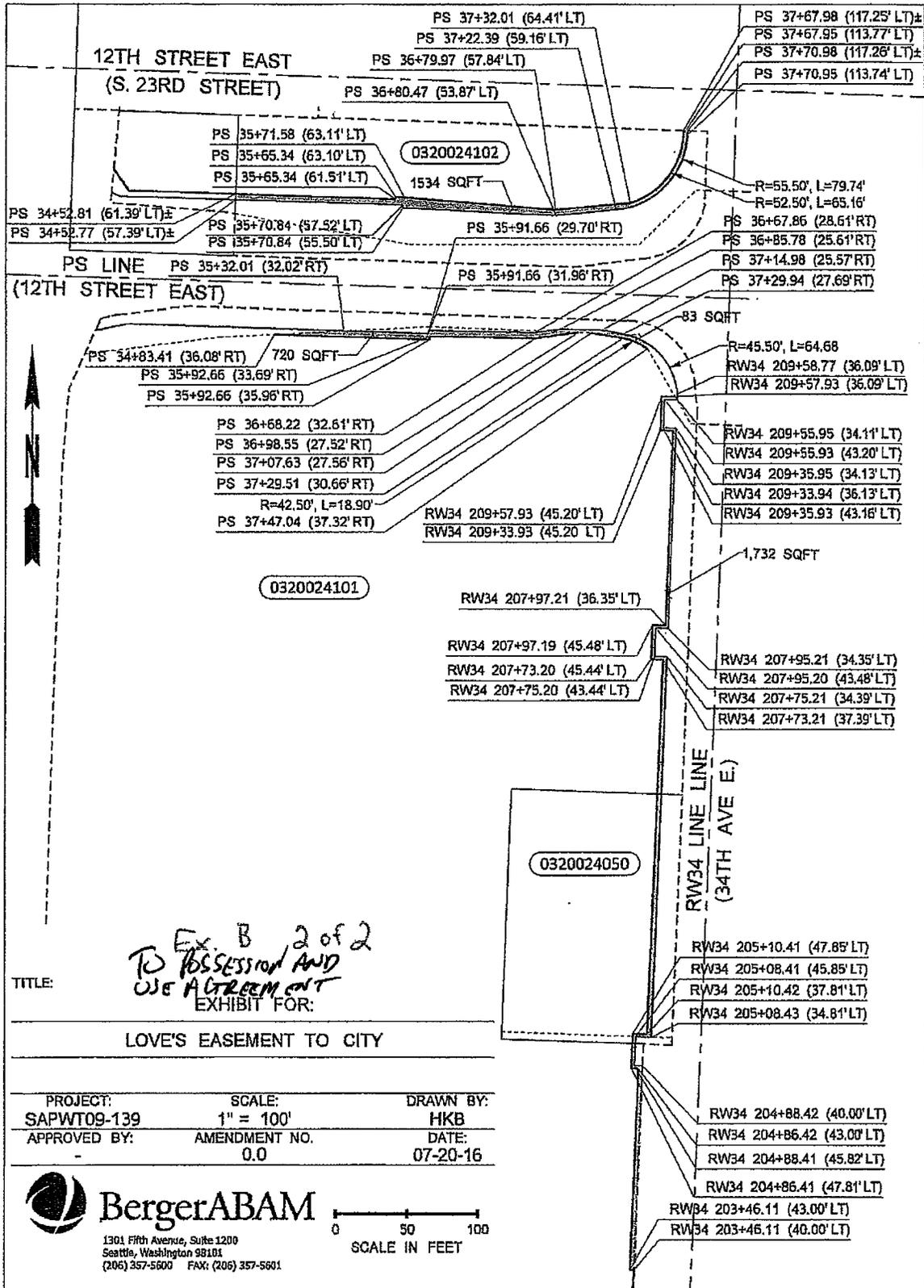
The purpose of this Slope Easement is to allow the Grantee, its officers, employees, agents and contractors the right to import fill, grade, compact, cut and slope the Slope Easement area at such depth and compaction as the Grantee deems necessary for street purposes. The Grantors may use the Slope Easement area for any use not inconsistent with the rights of the Grantee granted herein.

Grantor's Initials





Handwritten signature/initials

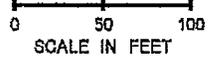


Ex. B 2 of 2
 TO POSSESSION AND
 USE AGREEMENT
 EXHIBIT FOR:

TITLE:
 LOVE'S EASEMENT TO CITY

PROJECT:	SCALE:	DRAWN BY:
SAPWT09-139	1" = 100'	HKB
APPROVED BY:	AMENDMENT NO.	DATE:
-	0.0	07-20-16

BergerABAM
 1301 Fifth Avenue, Suite 1200
 Seattle, Washington 98101
 (206) 357-5600 FAX: (206) 357-5601



Handwritten mark