

Clerk File 314338. Final vacation will occur by City Council ordinance after construction of the WSCC Addition and the developments on Site B and Site C.

WHEREAS, an exhibit hall and the loading dock for the WSCC Addition will extend below-grade from Site A, beneath Olive Way, beneath Terry Avenue, and beneath Site B and Site C.

WHEREAS, construction of the exhibit hall and loading dock under Olive Way will require temporary removal of Olive Way. As mitigation for removing Olive Way, WSCC agrees to temporarily move Olive Way across Site B and Site C (“Temporary Olive Way Reroute”). The Temporary Olive Way Reroute will cross WSCC property on Site B and Site C (the “Easement Area”). The Temporary Olive Way Reroute will also cross the Site B alley, the Site C alley, and Terry Avenue.

WHEREAS, the Temporary Olive Way Reroute will be in place while the WSCC Addition loading dock is constructed beneath the permanent location of Olive Way, permanent Olive Way is rebuilt on top of the WSCC Addition loading dock, (collectively, the “Olive Way Construction Work”), and traffic can be redirected back onto Olive Way.

WHEREAS, the Temporary Olive Way Reroute will be reviewed and approved by the City of Seattle and the Director of SDOT through a Construction Management Plan. WSCC is solely responsible for obtaining any and all necessary permits, including but not limited to a grading permit, street use permit(s) for the portion of the Temporary Olive Way Reroute that crosses Terry Avenue and the alleys, and construction permit(s).

WHEREAS, WSCC and the City desire to enter into this Temporary Right of Way Easement (the “Easement”) to temporarily reroute Olive Way across Site B and Site C.

NOW THEREFORE,

1. WSCC hereby grants to the City this Easement to the portion of the “Temporary Right of Way Area” that crosses WSCC property, as described in Exhibit A, and generally depicted on Exhibit B, for street purposes during the Olive Way Construction Work. WSCC shall provide notice to the Director of the Seattle Department of Transportation (“SDOT”) thirty (30) days in advance of commencing the Olive Way Construction Work, which shall also be the commencement date of the term of this Easement. WSCC shall provide notice to the Director of SDOT ten (10) days in advance of completing the Olive Way Construction Work.

2. The Easement granted herein shall remain in place until terminated. The Easement will terminate only: (1) upon the satisfactory completion of the Olive Way Construction Work, as set forth in a written notice from WSCC to the Director of SDOT that the permanent location of Olive Way has been reestablished for vehicular use; and (2) upon approval from the director of SDOT that all work complies with City standards. At that time, traffic shall be rerouted back onto the permanent location of Olive Way.

3. All notices, requests and other communications provided under this Easement shall be in writing by certified U.S. Mail and return receipt requested. The following contact information shall be used, provided each entity shall have the duty to notify the others of any change in such contact information:

- a. Washington State Convention Center
c/o Pine Street Group L.L.C.
1500 Fourth Avenue, Suite 600
Seattle 98101
Telephone (206) 340-9897

- b. City of Seattle
Director of the Seattle Department of Transportation
PO Box 34996
700 5th Avenue, Suite 2300
Seattle, WA 98124
Telephone (206) 684-5283

4. This Easement is granted, upon the understanding that: Subject to the terms and conditions of this agreement, WSCC shall use all reasonable diligent and timely efforts to complete all work under this easement. WSCC shall be solely responsible for construction, maintenance, repair, and removal of the Temporary Olive Way Reroute and the subsequent reconstruction of Olive Way in the same or better condition. All work must be done to city standard specifications and is subject to the approval of the Director of SDOT. WSCC shall not impede vehicular traffic on the Temporary Olive Way Reroute at any time unless a traffic control plan is submitted and approved by SDOT, except as necessary to reroute to the temporary easement area and to reroute back to Olive Way and the end of the project. WSCC may not move any utilities from Olive Way without the prior written consent of the Director of SDOT, except those utilities identified in Exhibit C

5. WSCC shall keep and maintain all improvements installed by WSCC in good order and repair, and in a safe condition as required by SDOT. WSCC shall make any

additions, repairs, alterations, maintenance, replacements or changes to the Easement Area and the improvements thereon that SDOT requires because of the Temporary Olive Way Reroute at WSCC's sole expense. This Easement does not obligate the City to make any alterations, maintenance, replacements, or repairs in, on, or about the Easement Area.

6. All work must also conform to the plans attached as Exhibit D. WSCC shall notify SDOT in writing of any reasonably anticipated adjustments to the work described.

7. This Easement does not affect WSCC's rights to the Easement Area, including but not limited to: Floor Area Ratio ("FAR"), existing or future air rights, surface rights and sub-surface rights and uses, except as provided herein and as would be customary and incidental to the rights granted to the City herein for all uses incident to a city right of way, of the Temporary Right of Way Area or customary and incidental to subsurface street repair or utility repair. The City acknowledges that below-grade construction activities will occur during the term of this Easement according to the WSCC Addition project plans;

8. The City may alter existing automobile and pedestrian traffic patterns; install, modify or remove utilities if necessary due to a breach of this agreement.

9. In case of emergency, or nonperformance by WSCC, the City may, to the extent necessary, substantially alter existing automobile and pedestrian traffic patterns; install, modify or remove utilities; or make any other substantial changes or approve any substantial changes in the use made of the Temporary Right of Way Area without obtaining prior consent from WSCC, but the City must notify WSCC in writing and by phone regarding the emergency use of the Temporary Right of Way Area as soon as reasonably possible. Such emergency change shall be considered temporary in nature. WSCC will be responsible for any costs incurred by the City under this section as a result of WSCC's nonperformance or breach of this agreement.

10. WSCC shall be responsible for obtaining all necessary Permits for the Project.

11. To the extent permitted by law, WSCC shall protect, indemnify and hold the City harmless from and against all claims, demands, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret arising out of the work performed under this Easement and Agreement, or WSCC's violation of any law, ordinance or regulation, or condition of any regulatory authorization or permit performed under this Easement Agreement, except for damages resulting from the sole negligence of the City. As to the City of Seattle, WSCC waives any immunity it may have under

RCW Title 51 or any other Worker’s compensation statutes. WSCC, or its construction contractor, shall at all times during the term of this Easement maintain continuously, at its own expense, insurance coverage and limits of liability as specified below:

Commercial General Liability insurance, including” premises/operations, products/completed operations, personal/advertising injury, contractual, independent contractors, stop gap/employers liability; with minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage.

Automobile liability coverage insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit liability of \$1,000,000.

Worker’s compensation for industrial injury to WSCC employees in accordance with the provisions of RCW Title 51.

The City of Seattle shall be included as an additional insured under Commercial General Liability and Automobile Liability insurance for primary and non-contributory limits of liability related to the work performed under this Easement and Agreement.

12. Each Party will, in the performance of their obligations under this agreement, comply with all applicable laws.

13. No modification of this Easement Agreement is effective unless in writing and signed by the parties. Oral representations or statements do not bind either party.

14. All referenced exhibits are incorporated in this Easement.

DATED this _____ day of _____, 2018

WASHINGTON STATE CONVENTION CENTER

By: _____
Name: _____
Title: _____

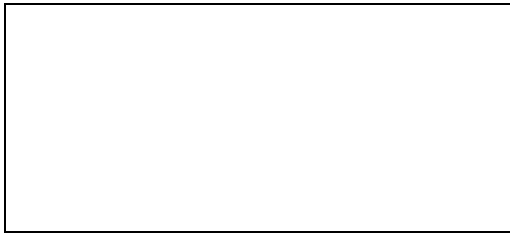
CITY OF SEATTLE

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this ____ day of _____, 2018, before me personally appeared _____, to me known to be the _____ that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said _____, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2018.



Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this ____ day of _____, 2018, before me personally appeared _____, to me known to be the _____ that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said _____, for the uses and purposes therein mentioned, and on oath stated he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2018.



Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

EXHIBIT A

LEGAL DESCRIPTION OF TEMPORARY RIGHT OF WAY AREA

TEMPORARY BLOCK 33 EASEMENT (SITE B)

THAT PORTION OF BLOCK 33, SECOND ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL (DECEASED), COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S 2ND ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 121, IN KING COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT MEASURED AT RIGHT ANGLES 33.00 FEET EAST OF THE CENTERLINE OF 9TH AVENUE AND 33.00 FEET NORTH OF THE CENTERLINE OF OLIVE WAY, THENCE NORTH 30°37'19" WEST ALONG THE EAST MARGIN OF 9TH AVENUE, A DISTANCE OF 18.12 FEET;

THENCE LEAVING SAID EAST MARGIN NORTH 30°35'28" EAST, A DISTANCE OF 170.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 338.00 FEET;

THENCE EAST AND NORTH ALONG SAID CURVE AN ARC DISTANCE OF 44.61 FEET, THROUGH A CENTRAL ANGLE OF 7°33'43" TO THE SOUTH MARGIN OF HOWELL STREET;

THENCE NORTH 42°17'13" EAST ALONG SAID SOUTH MARGIN, A DISTANCE OF 69.63 FEET TO THE WEST MARGIN OF TERRY AVENUE;

THENCE SOUTH 30°36'00" EAST ALONG SAID WEST MARGIN, A DISTANCE OF 47.39 FEET TO THE BEGINNING OF NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 293.50 FEET AND A RADIAL BEARING OF SOUTH 41°35'16" EAST;

THENCE LEAVING SAID WEST MARGIN WEST AND SOUTH ALONG SAID CURVE AN ARC DISTANCE OF 91.29 FEET THROUGH A CENTRAL ANGLE OF 17°49'16";

THENCE SOUTH 30°35'28" WEST, A DISTANCE OF 126.79 FEET TO THE NORTH MARGIN OF OLIVE WAY;

THENCE SOUTH 59°24'54" WEST ALONG SAID SOUTH MARGIN, A DISTANCE OF 59.37 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON;

TEMPORARY BLOCK 43 EASEMENT (SITE C)

THAT PORTION OF BLOCK 43, SECOND ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL (DECEASED), COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S 2ND ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 121, IN KING COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT MEASURED AT RIGHT ANGLES 33.00 FEET WEST OF THE CENTERLINE OF BOREN AVENUE AND 33.00 FEET NORTH OF THE CENTERLINE OF OLIVE WAY, THENCE SOUTH 59°23'02" WEST ALONG THE NORTH MARGIN OF OLIVE WAY, A DISTANCE OF 40.41 FEET;

THENCE LEAVING SAID NORTH MARGIN NORTH 82°35'02" WEST, A DISTANCE OF 57.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 293.50 FEET;

THENCE WEST AND NORTH ALONG SAID CURVE AN ARC DISTANCE OF 184.68 FEET, THROUGH A CENTRAL ANGLE OF 36°03'08" TO THE EAST MARGIN OF TERRY AVENUE;

THENCE NORTH 30°36'00" WEST ALONG SAID EAST MARGIN, A DISTANCE OF 49.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 343.25 FEET AND RADIAL BEARING OF SOUTH 28°55'15" WEST;

THENCE LEAVING SAID EAST MARGIN AND CONTINUING EAST AND SOUTH ALONG SAID CURVE AN ARC DISTANCE OF 217.69 FEET, THROUGH A CENTRAL ANGLE OF 36°20'13";

THENCE SOUTH 82°35'02" WEST, A DISTANCE OF 69.41 FEET TO THE WEST MARGIN OF BOREN AVENUE;

THENCE SOUTH 30°37'37" EAST ALONG SAID WEST MARGIN, A DISTANCE OF 31.56 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON;

EXHIBIT B
MAP OF TEMPORARY RIGHT OF WAY AREA

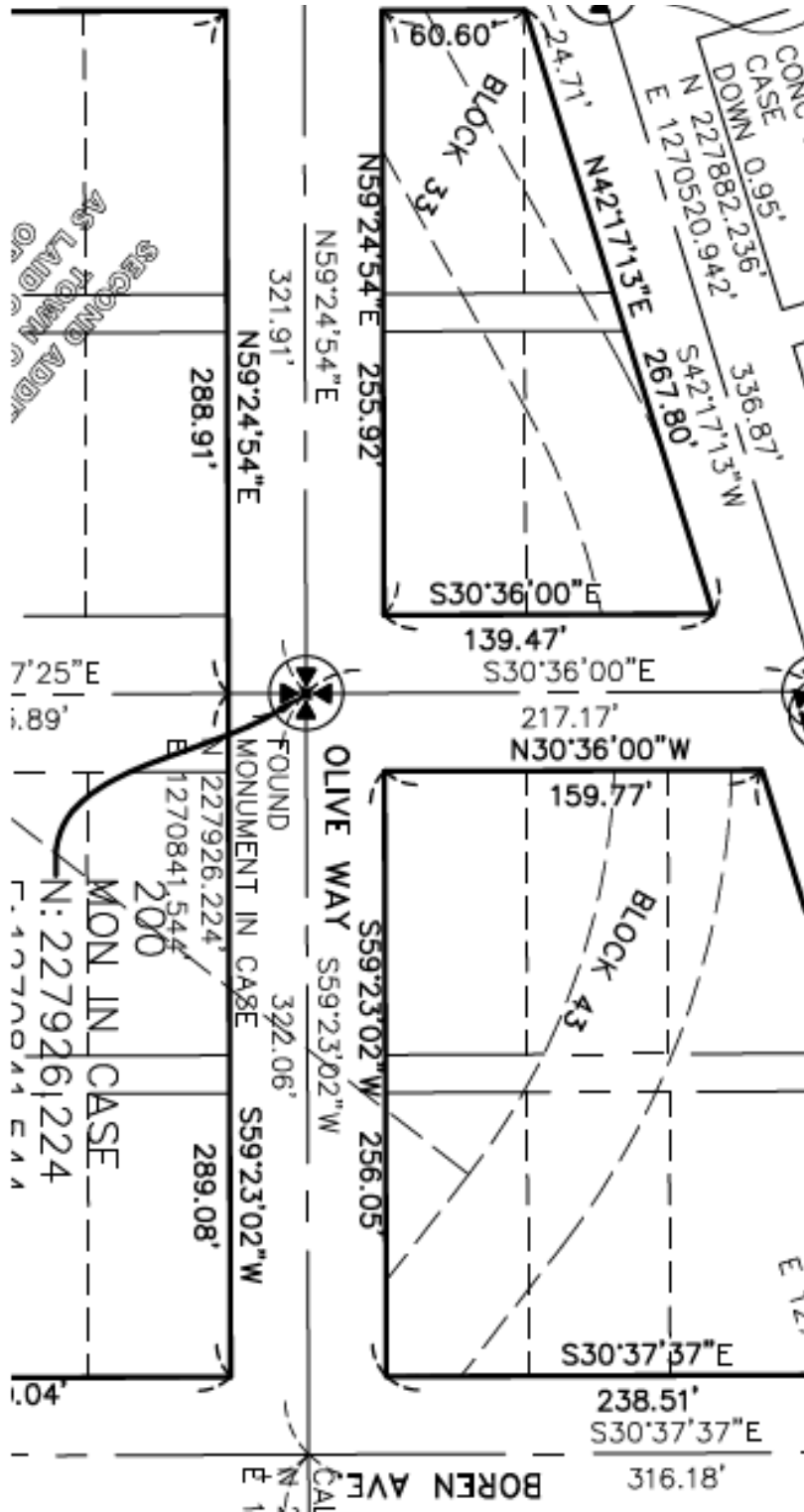


EXHIBIT C

LIST OF UTILITIES TO BE REMOVED AND/OR RELOCATED

- Street lights will be temporarily relocated to the temp Olive roadway and removed at the end. New street lights and conduit will be installed in Olive Way when it is rebuilt.
- An existing water line in Terry from the Howell to Olive and in Olive from Terry to Boren will be relocated under the temp Olive roadway from Terry/Howell to Boren/Olive. It will be removed at the end and reinstalled when Olive Way is rebuilt.
- Items to be removed are:
 - o (1) loop detector
 - o Water service to Construction trailer (likely just the meter is needed to be removed during this phase)
 - o Existing Strain pole w/ St. light & guy wires
 - o Monitoring well (C/L to confirm...on survey, but in the parking lot of the current construction trailers)
 - o 12” PSD manhole (conflicting pipe is removed under Howell UMP, MH may also be removed then or as needed for temp Olive road construction...C/L to confirm)
 - o SD Catch basin (east of Terry/9th alley)
 - o Monitoring well (east of Terry, C/L to confirm)
 - o SD Catch basin (survey says it is not found, C/L to confirm)

EXHIBIT D - PLANS FOR TEMPORARY RIGHT OF WAY

