

After recording return document to:

City of Renton
City Clerk's Office
1055 South Grady
Way Renton, WA
98057

TEMPORARY CONSTRUCTION EASEMENT

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| Reference #s of Document Released or Assigned: | None |
| Grantor..... | The City of Seattle, Seattle Public Utilities |
| Grantee..... | The City of Renton |
| Legal Description (abbreviated)..... | Portion of The City of Seattle Cedar River Transmission Pipeline right of way in the E ½ of Section 18, Twp. 23 North, Range 5 East, W.M., King County, WA |
| Assessor’s Tax Parcel ID#..... | Portion of 1823059208 |

Rainier Avenue Temporary Construction Easement SPU R/W File # 327-605

Project: Rainier Ave S Corridor Improvements Phase 4 (S 3rd St to NW 3rd P1)

This Temporary Construction Easement (the “TCE”) is made and entered into this _____ day of _____, 2022, by and between **City of Seattle, a municipal corporation** of the State of Washington, acting by and through its Seattle Public Utilities Department (“SPU”), (“Seattle or Grantor”), and the **City of Renton, a municipal corporation** (“Renton” or “Grantee”), its successors and assigns.

For Good and Valuable Consideration, receipt of which is hereby acknowledged, Seattle, as the owner of that certain real property legally described on Exhibit "A" — Entire Parcel ("Property"), attached hereto and incorporated by this reference, hereby grants to Renton 6,355 square feet of temporary easements area in, on, over, through and across that portion of the Property depicted on Exhibit "B" (“Easement Area”), which are attached hereto and incorporated by this reference, for the purpose of minor clearing and grubbing and excavation and fill and construction; protecting existing public and private improvements in the immediate vicinity of the Project area; and repairing, restoring and/or reestablishing any improvements disturbed while undertaking the Project activities described above.

GENERAL TERMS and CONDITIONS

The temporary rights granted in this Construction Easement shall be effective upon execution by the parties. Renton and/or its contractors shall provide forty-eight (48) hours’ notice to Seattle of its intent to commence construction. The temporary rights granted to Renton shall automatically terminate and be null and void (i) thirty-six (36) months after the execution of this easement or (ii) upon restoration of any existing improvements disturbed

by the Grantee within the temporary easement area, whichever is later, but in no event later than June 30, 2024.

Renton shall use its best efforts to avoid damage to Seattle's property and infrastructure. If any damage occurs to Seattle's property or infrastructure in the course of, or as the result of, activities undertaken pursuant to this Agreement, including without limitation, damage to any slope, surface, landscaping, utilities, equipment, or structure, then Renton shall, at its sole cost and expense, promptly, and as soon as reasonably practicable, take all action reasonably necessary to repair the damage and restore the property to a condition satisfactory to Seattle.

Renton agrees to hold harmless, indemnify and defend Seattle from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of Renton, or damage to property, arising out of the exercise of Renton's rights under this Construction Easement or any willful misconduct or negligent act, error, or omission of Renton, its officers, agents, contractors, subcontractors, licensees, or employees, in connection with Renton's activities authorized by this Construction Easement, provided, however, that:

- (a) Renton's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, or damage caused by or resulting from the sole willful misconduct or sole negligence of Seattle; and
- (b) Renton's obligations to indemnify, defend and hold harmless for injuries, sickness, death, or damage caused by or resulting from the concurrent negligence or willful misconduct of Renton and Seattle, or of Renton and a third party other than an officer, agent, contractor, or employee of Renton, shall apply only to the extent of the negligence or willful misconduct of Renton (including an officer, agent, contractor or employee of Renton).

Renton shall, at its sole cost and upon completion of the work within the Easement Area, fully restore the surface and subsurface of the Easement Area and any public or private improvements disturbed by or destroyed during the execution of the work, as nearly as practicable, to the conditions as of the effective date of this easement.

It is the intention of the parties that this document be strictly limited to and for the purposes expressed.

It is understood and agreed that delivery of this Construction Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon Renton, unless and until accepted and approved hereon in writing by Renton.

SPECIAL TERMS and CONDITIONS

A. The City of Seattle retains the right of exclusive access to, and use of, its fee-owned right of way including the Temporary Construction Easement Areas (TCE) in case of a superior City of Seattle operational need or emergency, as determined by SPU.

B. All activities by the City of Renton or its employees, agents, contractors, or other representatives within the Easement Area are subject to the approval of SPU's Project Delivery and Engineering Branch, Water Planning and Program Management Division, and Water Operations and Systems Maintenance (SPU). Construction Plans and Specifications must be approved by SPU. Plans are currently being reviewed by Ryan Manning at SPU 206-684-0127 ryan.manning@seattle.gov. After Renton has received SPU's written notice of approval of 100% Plans, Grantee must provide 7 working days' notice to SPU prior to engaging any activities in the Easement Area.

C. The City of Seattle reserves the right to STOP WORK within its fee-owned right of way if in the sole opinion of the City's on-site representative, the City of Renton's activities pose a danger to life or property.

D. The City of Renton must present an AFFIDAVIT from The City of Seattle's Tenants that are currently renting the right of way, which that they have no unresolved issues with the City of Renton regarding the project and that they are not expecting compensation of any kind from Seattle Public Utilities or the City of Seattle.

E. Permanent Easement language is not considered fully negotiated and final until approved by execution by an authorized representative of SPU.

F. Temporary Construction Easement language is not considered fully negotiated and final until approved by an authorized representative of SPU by execution of this document

G. In 2011 Renton paid SPU \$8,000 for SPU T&M costs related to the preparation of the easement and legislation documents, plan review and inspections. These funds were placed in SPU Guaranteed Deposit Account 43671.

H. The easement and legislative document preparation were completed in 2011 within the \$5,410.92. The legislation will need to be reviewed and updated, new easement description inserted, transferred to new templates, and submitted for legislative processing. To complete the legislative process SPU is willing to accept the remaining balance of \$2,589.08 based on the assumption that the already prepared documents would be used.

I. The City of Renton agrees to pay a separate administrative fee in the amount of \$1,835 for the review and approval of the TCE.

J. Renton agrees to reimburse SPU for its Time and Material Charges related to further Plan Review, Inspections and activities related to Renton's construction.

K. Renton agrees to provide individual Legal Descriptions and Surveyor Maps in a recordable format for both the Permanent Easement and Temporary Construction Easement documents.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed.

THE CITY OF SEATTLE

THE CITY OF RENTON

Andrew Lee
Interim General Manager and CEO
Seattle Public Utilities

Date: _____

Date: _____

Pursuant to Ordinance _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Andrew Lee** to me known to be the General Manager and Chief Executive Officer of **Seattle Public Utilities** that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said agency, for the uses and purposes therein mentioned, and on oath stated that **he/she** is authorized to execute the said instrument.

WITNESS my hand and official seal this ____ day of _____, 2022.

Notary Public in and for the State of
Washington

residing at _____

My appointment expires _____

City of Renton Acknowledgement

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of the **City of Renton** that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said agency, for the uses and purposes therein mentioned, and on oath stated that **he/she** is authorized to execute the said instrument.

WITNESS my hand and official seal this ____ day of _____, 2022.

Notary Public in and for the State of
Washington

residing at _____

My appointment expires _____

**EXHIBIT A
ENTIRE PARCEL**

Legal Description

**The Cedar River Pipeline right of way through Section 18, Township 23 North, Range 5
East of the Willamette Meridian, in King County, Washington.**

Parcel No. 182305-9209

EXHIBIT B TEMPORARY CONSTRUCTION EASEMENT AREAS

