

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
KING COUNTY  
WASTEWATER TREATMENT DIVISION  
MS KSC-NR-0505  
201 SOUTH JACKSON STREET  
SEATTLE, WA 98104-3855

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<b>Document Title:</b>	TEMPORARY CONSTRUCTION EASEMENT
<b>Grantor(s):</b>	CITY OF SEATTLE
<b>Grantee:</b>	KING COUNTY
<b>Abbreviated Legal Description:</b>	Ptn NW1/4, SE1/4, Sec 16, Twp 24N, Rge 5E
<b>Additional Legal Description is on Page:</b>	EXHIBIT "A" AND EXHIBIT "A-1"
<b>Assessor's Tax Parcel Number(s):</b>	162405-9156, 212405-9018
<b>Project Parcel ID:</b>	6, 24

**ATTACHMENT 2 - TEMPORARY CONSTRUCTION EASEMENT**

WHEREAS, **King County** ("Grantee") is a home-rule charter county and a political subdivision of the State of Washington and is authorized by Chapter 8.12 RCW, RCW 35.58.320, 35.58.200 and 36.56.010, K.C.C. 28.01.030 and 28.81.010 to acquire and condemn real property for public use for sewage treatment and water pollution abatement facilities; and

WHEREAS, Grantee provides regional wastewater transmission, treatment and disposal services in King County and in portions of Snohomish and Pierce counties. As part of the Coal Creek Trunk Project, (the "Project") Grantee is repairing, replacing, and reconstructing pipelines and facilities of the regional wastewater system; and

WHEREAS, **The City of Seattle, a municipal corporation**, of the State of Washington ("Grantor") is the owner of certain real property more particularly described in Exhibit "A" and Exhibit "A-1", attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, it is necessary for Grantee to acquire a temporary construction easement over, across, in, upon, through, and on a portion of the Property in order to construct the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreement hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Temporary Construction Easement.** Grantor for and in consideration of THREE-HUNDRED SEVENTY-THOUSAND AND NINETEEN Dollars AND 82/100 (\$370,019.82) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants and conveys to King County its successors and assigns, (collectively, the "Grantee") the following:

A. A temporary construction easement (the "TCE") over, across, in, upon, through, and on the portion of the Properties legally described in Exhibit B and Exhibit C and depicted in Exhibit B-1 and Exhibit C-1 (collectively, the "TCE Area") to facilitate Grantee's installation and construction of the Project, together with a right of access in, on and over the Property for ingress and egress to and from the TCE Area for personnel, vehicles and equipment as reasonably necessary or incidental to Grantee's construction and

installation of the Project. The rights granted hereunder shall at all times be subject to and secondary to the Grantor's East Side Supply Line, and Grantor's adjacent facilities, including the operation and maintenance of the same.

2. **Term.** Grantee shall pay Grantor the sum of THREE-HUNDRED SEVENTY-THOUSAND AND NINETEEN Dollars AND 82/100 (\$370,019.82) as consideration for four years (48 months) of use and occupancy commencing on the date (the "Commencement Date") specified by Grantee in a written notice (email is acceptable) to Grantor (the "Initial Term").

Grantee may, at its option, extend this TCE beyond the Initial Term by providing Grantor with written notice indicating that Grantee intends to continue use and occupancy of the TCE Area for additional time on a month-to-month basis. Grantee shall pay Grantor the sum of SEVEN-THOUSAND FOUR-HUNDRED AND TWENTY-FIVE Dollars AND 62/100 (\$7,425.62) for each such month of additional use beyond the Initial Term. Any partial months of additional use and occupancy shall be paid on a pro rata basis.

The consideration for this TCE has been paid by Grantee from the King County Water Quality Fund.

3. **Purpose of Easement.** Grantee, its contractors, agents and permittees may use the TCE Area as shown on sheets 1 through 5 of Exhibit C-1 for all purposes necessary or incidental to Grantee's installation and construction of the Project, including, without limitation, mobilization, site preparation, lighting, ventilation, equipment maintenance, storage of equipment and construction materials, stockpiling materials, storm water handling, loading and unloading of trucks, together with the right of ingress and egress through the Property by personnel, vehicles and equipment and utility services reasonably necessary to facilitate the construction and installation of the Project and together with all restoration requirements hereunder (collectively the "TCE Activities"). Loading from stockpile of excavated/backfill materials, and use/storage of machinery exceeding street legal limits may be subject to limitation of use of the TCE area and shall require review and approval by the Grantor. Prior to approval, Grantee may be required to provide stamped structural calculations for Grantor review and implement proposed mitigation measures necessary to protect Grantor's facilities from the aforementioned loading conditions.

4. **Parking.** Grantee shall only use the portions of the TCE Area depicted in Exhibit B-1 and on sheet 6 of Exhibit C-1 (page 17 of this TCE) for parking of personnel vehicles and standard sized pickup trucks, unless otherwise agreed to in writing (email is acceptable) by Grantor and Grantee.

5. **Fencing.** Grantee shall install a temporary fence (or other mutually agreeable physical barrier) along the length of the western boundary of the TCE Area legally described in Exhibit C and depicted in Exhibit C-1. At a minimum, the fence shall consist of 1 ½ inch diameter steel fence posts firmly embedded into the ground and spaced every 10-linear feet with a top height at least 5-feet above ground surface. Orange plastic construction fence material will be affixed to the steel posts and shall run continuously along the entire western boundary of said TCE Area.

4. **Grantee's Restoration of Property.** Grantee shall, upon completion of the Project, remove any construction debris and restore the driving and parking areas with 1-1/4 inch minus crushed gravel compacted by roller to 2-inch thickness, and re-seed surface of any portion of the Property disturbed by Grantee's use of the TCE Area to the reasonably approximate condition in which it existed at the commencement of Grantee's TCE Activities. Driving areas are generally within sheets 1 through 5 of Exhibit C-1 and shall be restored to a minimum 12 feet wide, continuous graveled path.

5. **Grantor's Use of Property.** Grantor represents that it is the owner of the Property and has the authority to enter into and perform its obligations under this TCE. Grantor reserves all other rights to use the Property.

Grantor shall remove all personal property from the TCE Area before the Commencement Date. If Grantor fails to remove all personal property from the TCE Area within this deadline, then Grantee may remove said property at Grantor's expense, and Grantee shall have a right of offset and set off.

6. **Indemnity.** Grantee agrees to defend, indemnify, and hold harmless Grantor, its successors and assigns, from all claims, actions, costs, damages or expense for injuries, sickness or death of persons, or any damage to property, caused by the negligent acts or omissions of Grantee, its assigns, agents, contractors or employees, in its use of or occupancy under this TCE. Provided, however, that this defense and indemnification obligation does not include such claims, actions, costs, damages or expenses which may be caused by the negligence or willful misconduct of the Grantor, its successors, assigns, agents or employees and provided further that if the claims, actions, costs, damages or expenses are caused by or result from the concurrent negligence of (a) the Grantor, its successors or assigns and/or their agents or employees and (b) the Grantee, its agents or employees, or involves those actions covered by RCW 4.24.115, then this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, its agents or employees. For purposes of this indemnity only, Grantee specifically and expressly waives any immunity that it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW.

7. **Notices.** Any notices required or permitted under this TCE shall be deemed to have been duly given if personally delivered, sent by nationally recognized overnight delivery service, emailed, or if mailed or deposited in the United States mail and sent registered or certified mail, email, postage prepaid to the address listed below or to such other address as either party may from time to time designate in writing and deliver in a like manner. All notices that are mailed shall be deemed received three business days after mailing. All other notices shall be deemed complete upon receipt or refusal to accept delivery. Notices shall be sent to the following addresses:

To Grantor:  
City of Seattle  
700 5<sup>th</sup> Ave. STE 4900-RPS  
PO Box 34018  
Seattle, WA 98124  
Bryan.Solemsaas@seattle.gov

To Grantee:  
King County  
Wastewater Treatment Division  
Supervisor,  
Regulatory Permitting and Property Acquisition  
201 South Jackson Street, Suite 0505  
Seattle, WA 98104-3855  
Email: Bill.Wilbert@KingCounty.gov

8. **Binding Effect.** This TCE shall run with the land, shall burden the TCE Area and shall be binding upon the parties and their respective successors and assigns.

9. **Miscellaneous Provisions**

(a) **No Waiver.** No failure by any parties to this TCE to insist upon the strict performance of any term or condition of this TCE, or to exercise any right or remedy upon a breach of this TCE, shall constitute a waiver of any such breach or any subsequent breach.

(b) **Construction.** All of the recitals set forth above are incorporated into this TCE as though fully set forth herein. The headings contained in this TCE are for convenience of reference purposes only and shall not in any way affect the meaning or interpretation hereof, nor serve as evidence of the intention of the parties hereto. Whenever the context hereof shall so require the singular shall include the plural.

(c) **Entire Agreement.** This TCE sets forth the entire agreement of the parties as to the subject matter hereof and supersedes all prior discussions and understandings between them. This TCE may not be modified, except by an instrument in writing signed by a duly authorized officer or representative of each party hereto.

(d) **Governing Law.** This TCE shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

(e) **Condemnation.** This TCE is granted under the threat of condemnation.

(f) **No Third-Party Beneficiaries.** This TCE is solely for the benefit of the parties hereto and their permitted successors and assigns and shall not benefit or be enforceable by any other party.

(g) **Authority.** Each individual signing this TCE warrants that he or she has the authority to enter into this TCE on behalf of the party for which that individual signs.

**[SIGNATURES APPEAR ON NEXT PAGES]**

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:**

By: \_\_\_\_\_.

Name: Kamuron Gurol \_\_\_\_\_.

Title: Director of the Wastewater Treatment Division

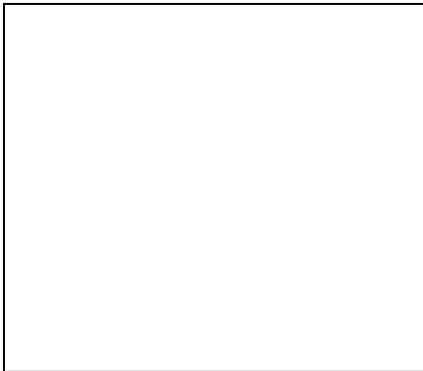
**[NOTARIES APPEAR ON NEXT PAGES]**



STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

On this day personally appeared before me **Kamuron Gurol** to me known to be the **Director of the Wastewater Treatment Division** of King County, the political subdivision of the State of Washington that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

Dated: \_\_\_\_\_.



(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Notary Public

Print Name \_\_\_\_\_

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

Residing at \_\_\_\_\_

**EXHIBIT A**  
Legal Description of Property

The Property (Coal Creek Trunk Upgrade Parcel No. 6) – Tax Parcel No. 212405-9018

That portion of Mercer Island Pipeline right-of-way lying within Section 21, Township 24 North, Range 5 East, W.M., in King County, Washington.

Situate in the County of King, State of Washington.

**EXHIBIT A-1**  
Legal Description of Property

The Property (Coal Creek Trunk Upgrade Parcel No. 24) - Tax Parcel No. 162405-9156

The West 60 feet of the East Half of the Southeast Quarter;

And the West 60 feet of that portion of the Southeast Quarter of the Northeast Quarter, lying southerly of Newport Road, all in Section 16, Township 24 North, Range 5 East, W.M., records of King County, Washington;

Situate in the County of King, State of Washington.

**EXHIBIT B**  
Legal Description of Temporary Construction Easement Area

Coal Creek Trunk Upgrade Parcel No. 6 – Tax Parcel No. 212405-9018

Temporary Construction Easement Area, as described below and depicted on the attached Exhibit B-1

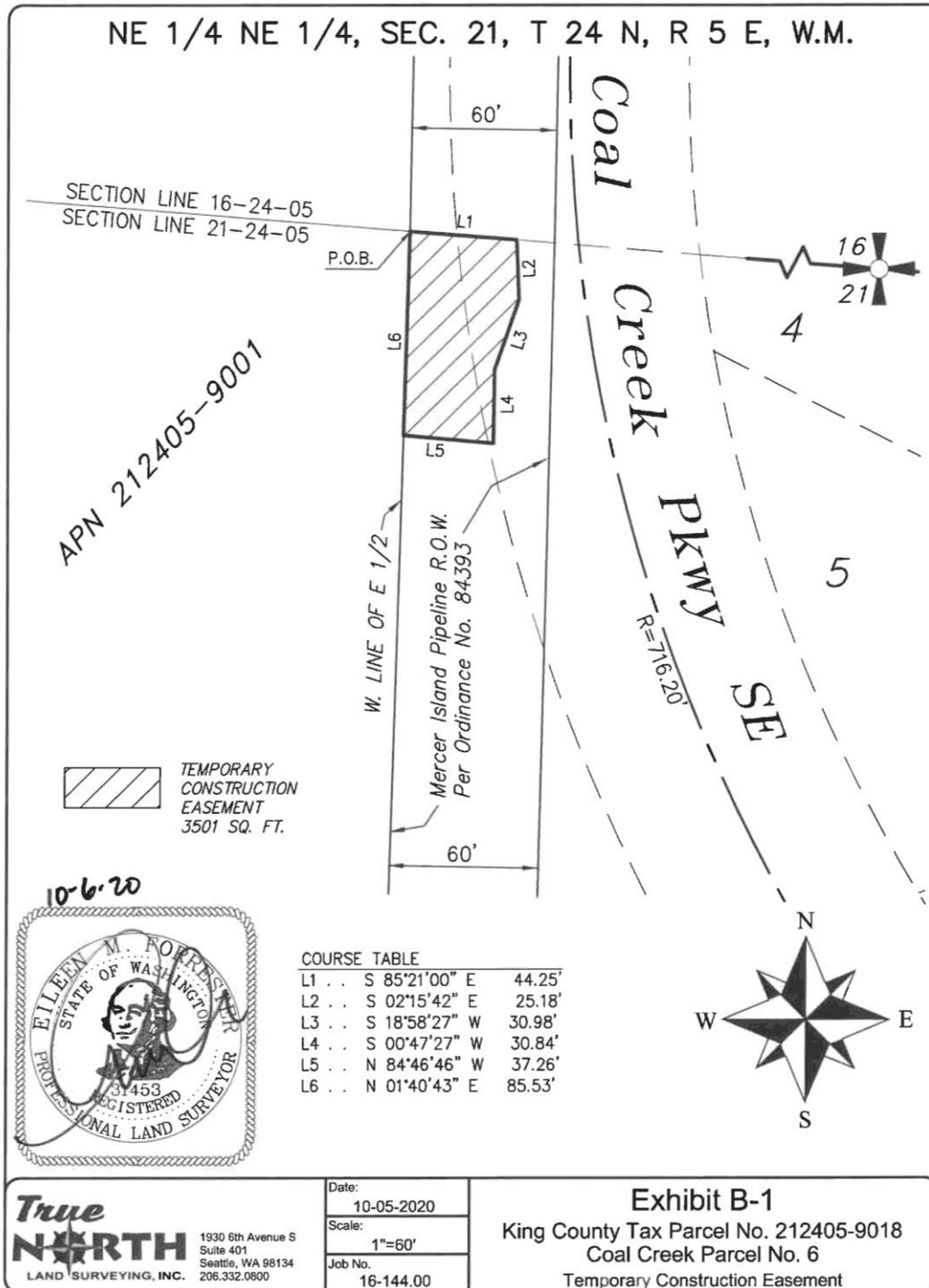
That portion of the real property (the “Property” described on attached Exhibit A) described as follows:

Beginning at the intersection of the north line of Section 21, Township 24 North, Range 5 East, W.M. with the west line of the East Half of the Northeast Quarter of said section; thence along said north line, South 85°21'00” East 44.25 feet;  
thence South 02°15'42” East 25.18 feet;  
thence South 18°58'27” West 30.98 feet;  
thence South 00°47'27” West 30.84 feet;  
thence North 84°46'46” West 37.26 feet to said west line;  
thence along said west line, North 01°40'43” East 85.53 feet to the Point of Beginning.

Containing: 3501 square feet, more or less.



**EXHIBIT B-1**  
Depiction of Temporary Construction Easement Area



**EXHIBIT C**  
Legal Description of Temporary Construction Easement Area

Coal Creek Trunk Upgrade Parcel No. 24 – Tax Parcel No. 162405-9156

Temporary Construction Easement Area, as described below and depicted on the attached Exhibit B-1

That portion of the real property (the “Property” described on attached Exhibit A) described as follows:

Commencing at the intersection of the East-West Centerline of Section 16, Township 24 North, Range 5 East, W.M. with the west line of the East Half of the Northeast Quarter of said Section 16; thence along said west line, North  $00^{\circ}55'37''$  East 72.78 feet to the southeasterly right-of-way line of SE Newport Way and a point on a non-tangent curve concave southeasterly and having a radius of 1116.28 feet, a radial line of said curve from said point bears South  $56^{\circ}39'56''$  East; thence along said curve and right-of-way line northeasterly 40.10 feet through a central angle of  $2^{\circ}03'29''$  to the True Point of Beginning; thence continuing along said curve and right-of-way line, northeasterly 39.26 feet through a central angle of  $2^{\circ}00'55''$ ; thence non-tangent from said curve, South  $1^{\circ}15'11''$  West 374.30 feet; thence South  $01^{\circ}12'05''$  West 1464.85 feet; thence South  $05^{\circ}17'44''$  East 48.81 feet to the northeasterly right-of-way line of Coal Creek Parkway SE and a point on a non-tangent curve concave southwesterly, having a radius of 766.20 feet, a radial line of said curve from said point bears South  $65^{\circ}32'44''$  West; thence along said right-of-way line and curve southeasterly 47.41 feet through a central angle of  $03^{\circ}32'44''$  to the east line of the West 60 feet of said East Half; thence along said east line, South  $00^{\circ}55'37''$  West 62.95 feet; thence North  $15^{\circ}55'03''$  East 76.46 feet; thence North  $23^{\circ}09'53''$  West 67.50 feet; thence North  $85^{\circ}53'48''$  East 9.78 feet; thence North  $00^{\circ}55'38''$  East 1719.44 feet to said East-West Centerline of Section 16; thence North  $02^{\circ}01'19''$  East 106.98 feet to the True Point of Beginning;

Together with that portion described as follows:

Beginning at the intersection of the south line of said Section 16 with the west line of the East Half of the Southeast Quarter of said section; thence along said west line, North  $00^{\circ}55'36''$  East 55.07 feet; thence North  $80^{\circ}30'40''$  East 41.19 feet; thence South  $02^{\circ}15'42''$  East 65.49 feet to said south line of Section 16; thence along said south line, North  $85^{\circ}21'00''$  West 44.25 feet to the Point of Beginning.

Containing: 41,412 square feet, more or less.



**EXHIBIT C-1**  
Depiction of Temporary Construction Easement Area

