

AFTER RECORDING RETURN TO:

CONFORMED COPY

King County Parks  
Attn: Jason Rich  
201 S. Jackson St., Suite 700  
Seattle, WA 98104

**20170206000242**  
KC PARKS CAP P EAS 84.00  
PAGE-001 OF 012  
02/06/2017 13:51

<b>DOCUMENT TITLE:</b>	Temporary Construction Easement
<b>GRANTOR:</b>	City of Renton
<b>GRANTEE:</b>	King County
<b>ABBREVIATED LEGAL DESCRIPTION:</b>	SW ¼, Sec. 13, Twn. 23, Rng. 4
<b>FULL LEGAL DESCRIPTION ON PAGE:</b>	Exhibits A and B
<b>ASSESSOR'S TAX PARCEL NO.</b>	377920-0119 132304-9012 377920-0118 132304-9024 377920-0117 132304-9088 377920-0116 132304-9089
<b>PROJECT:</b>	Lake to Sound Trail Segment A

**TEMPORARY CONSTRUCTION EASEMENT**

This TEMPORARY CONSTRUCTION EASEMENT is granted this 26 day of January, 2017, by the City of Renton, a Washington municipal corporation, hereinafter referred to as "Grantor," to King County, a political subdivision of the State of Washington, hereinafter referred to as "Grantee."

WHEREAS, the Grantor is the owner of certain parcels of land located near 14299 Monster Rd. SW, Renton, in the County of King, State of Washington, ("Property");

WHEREAS, the Grantee is considering construction of what is known as Segment A of the Lake to Sound Trail ("Project"), a 16 mile non-motorized, multi-use recreational trail spanning from the south end of Lake Washington in Renton to the shoreline of Puget Sound in Des Moines;

WHEREAS, the Grantee has provided the Grantor with the design drawings for the Project, and the Grantor accepts and agrees to allow construction of the Project in the Easement Area identified in Exhibit A and B, located on the Property, in accordance with the conditions set forth in this Temporary Construction Easement;

WHEREAS, the Grantee has complied with all regulatory requirements that apply to the Project, and has obtained all necessary permits and regulatory approvals allowing construction of the Project, including the following: City of Renton, Shoreline Management Substantial Development Permit LUA15-00257 SSDP, City of Renton, Shoreline Conditional Use Permit LUA15-00257 S-CUP, and City of Renton, Shoreline Variance LUA15-00257 S-V. Grantee agrees that if the Project is constructed, it shall be constructed in accordance with these permits and approvals;

WHEREAS, it has been found necessary, in the construction and improvement of the Project, to acquire certain surface rights and privileges on, across, and over a portion of said Property; and

WHEREAS, the Grantor hereby represents and warrants to the Grantee that it has sufficient property interests in the Property to grant this Temporary Construction Easement to Grantor;

NOW THEREFORE, the Grantor and Grantee agree as follows:

1. **Grant of Temporary Construction Easement:** The Grantor, for and in consideration of the benefit to the Tukwila Community of the Lake to Sound Trail, to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, hereby grants to Grantee a temporary construction easement on, across, and over that portion of Grantor's Property, together with the right to enter upon and have access to said Easement Area for the purpose of the Project work, and to take such other actions upon the Easement Area as are necessary and/or convenient for the construction of Grantee's Project. Grantor understands that the temporary easement rights donated herein to King County for public use is made voluntarily and with full knowledge that Grantor shall receive just compensation in the form of surface improvements. Additionally, Grantor understands that it has the right to request an appraisal of the property, and hereby gives up that right.
2. **Purpose:** Grantee may utilize the Easement only for the purpose of construction of the Project. Grantee may elect, but is not bound to construct the project. If the Project is constructed it will be performed in accordance with the project plans and conditions set forth in the following permits: City of Renton, Shoreline Management Substantial Development Permit LUA15-00257 SSDP, City of Renton, Shoreline Conditional Use Permit LUA15-00257 S-CUP, and City of Renton, Shoreline Variance LUA15-00257 S-V. Access to the Easement Area over Grantor's Property shall be maintained during the Project work.
3. **Term:** The rights, title, privileges and authorities hereby granted shall begin upon written Notice of Construction to the Grantor and shall continue in force for twenty-four (24) months from the date of the Notice of Construction, or January 30, 2020, whichever is later.

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

4. **Access and Encroachments:** The Grantor hereby grants to the Grantee and its employees, agents, representatives, invitees, consultants, contractors and

subcontractors performing work on behalf of the Grantee the following access rights to the Easement Area:

(a) The non-exclusive right and license to enter onto the Easement Area to analyze, assess, investigate, inspect, measure, survey, study and gather information for purposes of construction of the Project, including but not limited to completing borings and other subsurface investigations. This right and license shall begin upon the effective date of this Temporary Construction Easement and continue throughout the term of this Temporary Construction Easement.

(b) The non-exclusive right and license to enter onto, and take actions on, the Easement Area necessary for construction of the Project.. This right and license shall begin upon the Grantee's issuance of the Notice to Proceed and continue until the later of twenty-four (24) months or completion of the Project. This right and license shall not be exclusive of the Grantor's right to enter the Easement Area for the purposes of inspections or other actions necessary to implement this Temporary Construction Easement, or for any other purpose, provided that the Grantor's entry onto the Easement Area shall not impair, impede or delay construction of the Project.

(c) The Grantor hereby represents and warrants to the Grantee that it has sufficient property interests and the legal authority to remove Encroachments; and that there are no easements, covenants, restrictions, encumbrances or defects on or to the title of the Property that will in any way affect or impair the Grantee's or the Grantor's ability to perform their respective obligations under this Temporary Construction Easement.

(d) If the Grantee's Contractor removes Encroachments in accordance with the Grantor's direction, the Grantor shall protect, defend, indemnify and save harmless the Grantee, its officers, officials, employees, agents, Contractor and subcontractors, while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages arising from removal of said Encroachments except when caused by the negligence of the Grantee, its officers, officials, employees, agents, Contractor and subcontractors.

5. **Restoration:** The Grantee shall upon completion of the Project described herein remove all debris and restore the surface of the Property as nearly as possible to the condition immediately prior to the Grantee's entry thereon, excepting any modifications or improvements made as a part of the Project or otherwise approved in writing by the Grantor.
6. **Indemnification:** Each Party shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages of whatsoever kind ("Claims") arising out of, or in connection with, or incident to the breach of any warranty under this Temporary Construction Easement or the exercise of any right or obligation under this Temporary Construction Easement by the indemnifying Party, including any negligent acts or omissions, except to the extent such Claims arise out of or result from the other Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own contractors, employees and agents, acting within the

scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this paragraph extend to any claim brought by or on behalf of the other Party or any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of Claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Nothing in this Paragraph modifies or limits in any way the Grantor's obligations in Paragraph 4.

7. **Insurance:** Each Party shall maintain, for the duration of each Party's liability exposures under this Temporary Construction Easement, self-insurance and/or insurance coverage against claims for injuries to persons or damage to property, which may arise from or in connection with performance of the work hereunder by each Party, their agents, representatives, employees, contractors or subcontractors.

King County, a charter County government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program as defined in King County Code chapter 4.12 for the protection and handling of the Grantee's liabilities including injuries to persons and damage to property. The Grantor acknowledges, agrees and understands that the Grantee is self-funded for all of its liability exposures and that the Grantee's self-insurance program meets the requirements of this paragraph. The Grantee agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Temporary Construction Easement. The Grantee agrees to provide the Grantor with at least 30 days prior written notice of any material change in the Grantee's self-funded program and will provide the Grantor with a certificate of self-insurance as adequate proof of coverage. The Grantor further acknowledges, agrees and understands that the Grantee does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the Grantee does not have the ability to add the Grantor as an additional insured.

The Grantor maintains a combination of a fully funded self-insurance program and excess insurance coverage for the protection and handling of the Grantor's liabilities, including injuries to persons and damage to property. The Grantee acknowledges, agrees and understands that the Grantor's self-insurance program and excess insurance meet the requirements of this paragraph. The Grantor agrees, at its own expense, to maintain, through its self-funded program and excess insurance, coverage for all of its liability exposures for this Temporary Construction Easement. The Grantor agrees to provide the Grantee with at least 30 days prior written notice of any material change in the Grantor's self-funded and insurance programs and will provide the Grantee with a certificate of insurance as adequate proof of coverage and naming the Grantee as an additional insured.

8. **General Conditions:**

- (a) Joint Drafting Effort. This Temporary Construction Easement shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.
- (b) Third Party Beneficiaries. Nothing in this Temporary Construction Easement is intended to, nor shall be construed to give any rights or benefits in the Temporary Construction Easement to anyone other than the Grantor and the Grantee, and all duties and responsibilities undertaken pursuant to this Temporary Construction Easement will be for the sole and exclusive benefit of the Grantor and the Grantee and not for the benefit of any other Party
- (c) Exhibits. All Exhibits referenced in this Temporary Construction Easement are incorporated by reference as if fully set forth.
- (d) Entire Agreement. This Temporary Construction Easement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- (e) Amendment. This Temporary Construction Easement may be amended only by an instrument in writing, duly executed by both Parties.
- (f) Relationship of the Parties. The Parties execute and implement this Temporary Construction Easement as separate entities. No partnership, joint venture or joint undertaking shall be construed from this Temporary Construction Easement.
- (g) Governing Law. This Temporary Construction Easement shall be governed and construed in accordance with the laws of the State of Washington.
- (h) Survivability. The provisions of Sections 4 and 7 shall survive termination of this Temporary Construction Easement.

Each Party executing this Temporary Construction Easement represents that the Party has the authority to execute the Temporary Construction Easement and to comply with all terms of this Temporary Construction Easement.

WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR:

**City of Renton**

By: Denis Law  
 Printed Name: Denis Law  
 Title: Mayor  
 Date: 1/26/17

ATTEST:

By: *Jason A. Seth*  
Printed Name: Jason A. Seth  
Title: City Clerk  
Date: *1/26/17*



GRANTEE:

**King County**

By: *Kathy Terry*  
Printed Name: *Kathryn Terry*  
Title: *Assistant Director*  
Date: *12/27/2016*

APPROVED AS TO FORM:

By: *Barbara Flemming*  
Printed Name: *Barbara Flemming*  
Title: County Attorney

## EXHIBIT "A"

### LEGAL DESCRIPTION FOR CITY OF RENTON LAKE TO SOUND TEMPORARY CONSTRUCTION EASEMENT

AN AREA OF LAND LYING WITHIN THOSE PARCELS DESCRIBED IN DEEDS FILED UNDER KING COUNTY RECORDING NO.'S 199205201349, 199406302135 AND 199301130109 ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13 TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF RENTON, KING COUNTY, WASHINGTON AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13 FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 13 BEARS SOUTH 87°27'18" EAST A DISTANCE OF 2692.79 FEET; THENCE NORTH 33°47'56" EAST A DISTANCE OF 424.76 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199205201349 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED AREA OF LAND;

THENCE NORTH 34°20'52" WEST ALONG THE WEST LINE OF SAID PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199205201349 A DISTANCE OF 43.59 FEET; THENCE ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN DEED FILED UNDER RECORDING NO. 199205201349 THROUGH THE FOLLOWING FIFTEEN (15) COURSES:

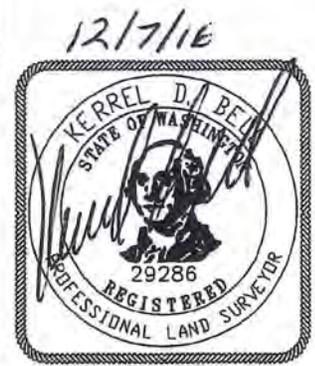
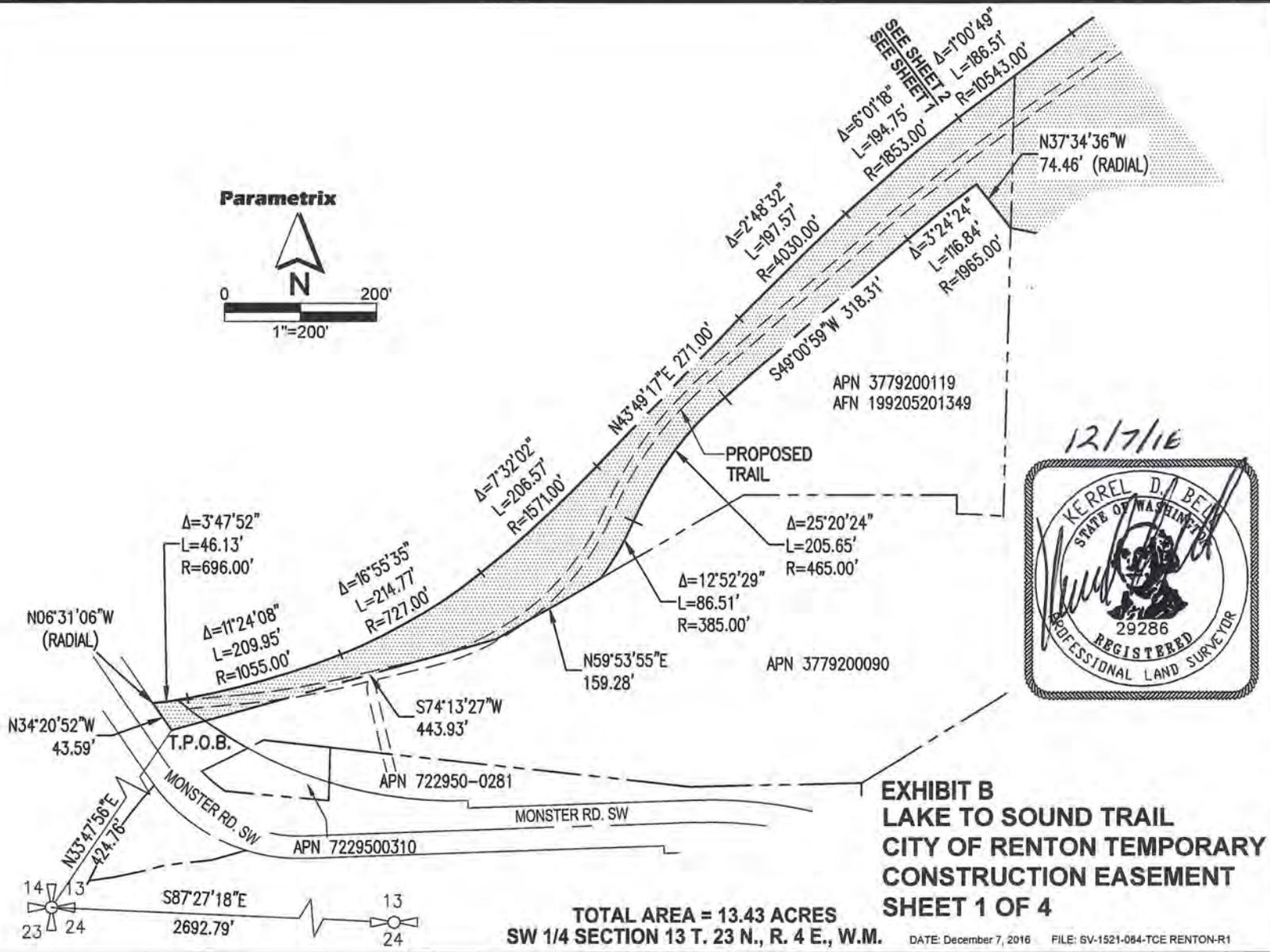
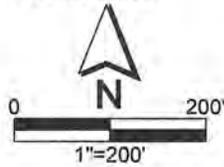
- 1) ALONG A 696.00 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS NORTH 06°31'06" WEST THROUGH A CENTRAL ANGLE OF 3°47'52" FOR AN ARC LENGTH OF 46.13 FEET;
- 2) ALONG A 1055.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°24'08" FOR AN ARC LENGTH OF 209.95 FEET;
- 3) ALONG A 727.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°55'35" FOR AN ARC LENGTH OF 214.77 FEET;
- 4) ALONG A 1571.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07°32'02" FOR AN ARC LENGTH OF 206.57 FEET;
- 5) NORTH 43°49'17" EAST A DISTANCE OF 271.00 FEET;
- 6) ALONG A 4030.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 2°48'32" FOR AN ARC LENGTH OF 197.57 FEET;
- 7) ALONG A 1853.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6°01'18" FOR AN ARC LENGTH OF 194.75 FEET;
- 8) ALONG A 10,543.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 1°00'49" FOR AN ARC LENGTH OF 186.51 FEET;
- 9) ALONG A 1657.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6°42'20" FOR AN ARC LENGTH OF 193.93 FEET;
- 10) ALONG A 6738.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE 1°40'54" FOR AN ARC LENGTH OF 197.76 FEET;
- 11) ALONG A 1768.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6°18'06" FOR AN ARC LENGTH OF 194.45 FEET;
- 12) ALONG A 8603.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 1°21'44" FOR AN ARC LENGTH OF 204.54 FEET;
- 13) ALONG A 1922.12 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 5°19'42" FOR AN ARC LENGTH OF 178.75 FEET;
- 14) ALONG A 2814.93 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13°25'22" FOR AN ARC LENGTH OF 659.45 FEET;
- 15) ALONG A 1165.09 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 7°48'53" FOR AN ARC LENGTH OF 158.91 FEET;

THENCE LEAVING SAID NORTH LINE ALONG A 705.08 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THE CENTER OF WHICH BEARS SOUTH 08°50'27" WEST THROUGH A CENTRAL ANGLE OF 68°57'31" FOR AN ARC LENGTH OF 848.60 FEET; THENCE SOUTH 12°01'39" EAST A DISTANCE OF 238.86 FEET; THENCE SOUTH 77°33'04" WEST A DISTANCE OF 68.24 FEET; THENCE NORTH 14°22'42" WEST A DISTANCE OF 380.72 FEET; THENCE ALONG A 657.23 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS SOUTH 62°25'59" WEST THROUGH A CENTRAL ANGLE OF 73°33'25" FOR AN ARC LENGTH OF 843.76 FEET; THENCE SOUTH 81°19'59" WEST A DISTANCE OF 578.49 FEET; THENCE SOUTH 66°10'44" WEST A DISTANCE OF 818.79 FEET; THENCE SOUTH 32°07'55" EAST A DISTANCE OF 631.59 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199301130109; THENCE SOUTH 41°16'15" WEST ALONG SAID SOUTH LINE A DISTANCE OF 316.16 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE ALONG A 627.46 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS SOUTH 39°41'39" WEST THROUGH A CENTRAL ANGLE OF 27°58'19" FOR AN ARC LENGTH OF 306.33 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 00°00'00" EAST A DISTANCE OF 380.00 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199205201349; THENCE NORTH 78°41'16" WEST ALONG SAID SOUTH LINE OF THE PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199205201349 A DISTANCE OF 57.74 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 37°34'36" WEST A DISTANCE OF 74.46 FEET; THENCE ALONG A 1965.00 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS SOUTH 37°34'36" EAST THROUGH A CENTRAL ANGLE OF 3°24'24" FOR AN ARC LENGTH OF 116.84 FEET; THENCE SOUTH 49°00'59" WEST A DISTANCE OF 318.31 FEET; THENCE ALONG A 465.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25°20'24" FOR AN ARC LENGTH OF 205.65 FEET; THENCE ALONG A 385.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°52'29" FOR AN ARC LENGTH OF 86.51 FEET TO A POINT ON SAID SOUTH LINE OF THE PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199205201349; THENCE SOUTH 59°53'55" WEST ALONG SAID SOUTH LINE A DISTANCE OF 159.28 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 74°13'27" WEST A DISTANCE OF 443.93 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 13.43 ACRES, MORE OF LESS;

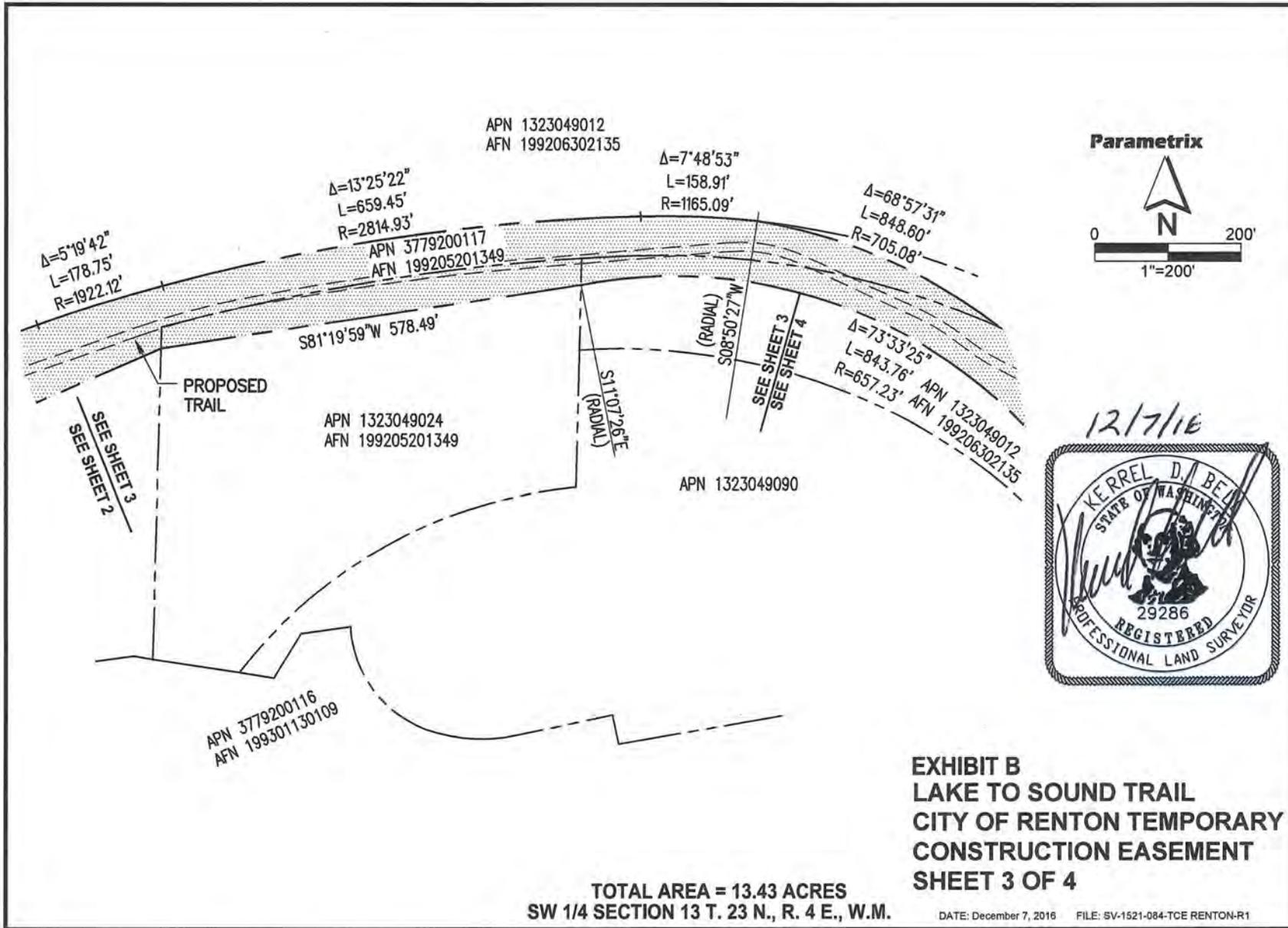


Parametrix



**EXHIBIT B**  
**LAKE TO SOUND TRAIL**  
**CITY OF RENTON TEMPORARY**  
**CONSTRUCTION EASEMENT**  
**SHEET 1 OF 4**





APN 1323049012  
AFN 199206302135

$\Delta=13^{\circ}25'22''$   
 $L=659.45'$   
 $R=2814.93'$

$\Delta=7^{\circ}48'53''$   
 $L=158.91'$   
 $R=1165.09'$

$\Delta=68^{\circ}57'31''$   
 $L=848.60'$   
 $R=705.08'$

$\Delta=5^{\circ}19'42''$   
 $L=178.75'$   
 $R=1922.12'$

APN 3779200117  
AFN 199205201349

S81°19'59"W 578.49'

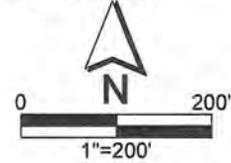
APN 1323049024  
AFN 199205201349

APN 1323049090

$\Delta=73^{\circ}33'25''$   
 $L=843.76'$   
 $R=657.23'$  APN 1323049012  
AFN 199206302135

APN 3779200116  
AFN 199301130109

Parametrix



**EXHIBIT B  
LAKE TO SOUND TRAIL  
CITY OF RENTON TEMPORARY  
CONSTRUCTION EASEMENT  
SHEET 3 OF 4**

**TOTAL AREA = 13.43 ACRES  
SW 1/4 SECTION 13 T. 23 N., R. 4 E., W.M.**

DATE: December 7, 2016 FILE: SV-1521-084-TCE RENTON-R1

