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After recording return document to:

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

Document Title: Temporary Easement

Reference Number of Related Document:

Grantor(s): City of Seattle, Department of Parks and Recreation

Grantee(s): State of Washington, Department of Transportation

Legal Description: Ptn Lot 2, Blk 11A, Lake Washington Shorelands

Additional Legal Description is on Page of Document.

Assessor's Tax Parcel Numbers: Ptns 212504HYDR, and 212504-9044-01

TEMPORARY EASEMENT

State Route 520

The Grantor(s), The City of Seattle, Department of Parks and Recreation, for and in consideration of TEN AND NO/100 (\$10.00) Dollars and other valuable consideration, convey(s) and grant(s) unto the State of Washington, acting by and through its Department of Transportation, and its assigns, Grantee, the exclusive right, privilege and easement over, upon, and across the hereinafter described lands for the purpose providing a work area for adjacent highway construction-related activities and operating all necessary machinery and equipment thereon under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

The temporary rights herein granted shall be effective as of the date of its mutual execution by the parties and shall terminate on the date that the Grantee completes all construction and related work in the area of the Grantor's property. Grantee shall provide written notice to the Grantor in recordable form of termination of this temporary easement.

The Grantee shall provide 30 days written notice prior to initiation of construction in the easement area.

RES-325

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FA No.
Project No.
Parcel Nos. 1-23228 &
1-23230

Revised 06/10

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Said lands being situated in King County, State of Washington, and described as follows:

For legal description and additional conditions
See Exhibits A & B attached hereto and made a part hereof.

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

Dated: _____, _____

THE CITY OF SEATTLE
Department of Parks and Recreation

Christopher Williams, Acting Superintendent

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Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____
James M. Salter
Acquisition Program Manager

Date: _____

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EXHIBIT A

Terms & Conditions

1. COMPLIANCE. Grantee shall comply with all applicable statutes, ordinances, rules, regulations, orders and decisions issued by any federal, state, or local government body or agency established thereby relating to Grantee's construction and/or use of Grantor's property hereunder.

2. GRANTOR'S USE OF AREA. Upon Grantee's issuance of 30 calendar days notice the temporary easement property shall be used exclusively by the Grantee and/or its assigns. Grantor and/or its representative(s) may enter the easement area only upon obtaining the permission of the Grantee and agreeing to comply with any and all applicable safety requirements.

3. RESTORATION. Grantee is responsible for restoration of the property described herein to a condition the same as, or better than the property was in prior to the Grantee's use, and suitable for recreational use.

4. INSURANCE. The Grantee is an agency of the State of Washington, and warrants that it is self-insured against liability claims in accordance with the risk management and -tort claims statutes, including Ch. 4.92 RCW and RCW 43.41.280, *et seq.* The tort claims procedure, RCW 4.92.100, *et seq.*, provides the fundamental remedy for all tort liability claims against the Grantee its officers, employees, and agents acting as such and all such claims must be filed and processed as provided therein. In addition, Grantee warrants that its construction contracts require its contractor to obtain the insurance coverage set out in section 1-07.18 of the 2012 Standard Specifications for Road, Bridge, and Municipal Construction, a copy of which is attached as Exhibit C.

5. INDEMNITY. Grantee agrees to indemnify, defend and hold Grantor, its successors and assigns, agents, employees, harmless from and against any and all causes of action, claims, liens, liability and costs (including but not limited to reasonable attorney's fees and costs), arising from the exercise of Grantee's rights, duties and obligations under this Easement, including, without limitation, occurring as a result of: (i) use of the property herein described by Grantee or its employees, agents, contractors, successors and assigns, or (ii) nonpayment of any party providing labor, material or services at the request of or for the benefit of Grantee; provided that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person or property caused by acts or omissions constituting negligence of Grantor, its agents, employees or contractors. If any mechanics lien is filed against Grantor's Property as a result of any contractor, subcontractor or other person performing work or

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providing materials at the request of or for the benefit of Grantee, then Grantee shall immediately after receiving notice of such lien take all action necessary to cause the release of such lien from Grantor's Property. This Section shall survive termination or expiration of this Easement.

6. AMENDMENT This easement may be amended only by a written instrument executed by both the Grantor and Grantee and recorded in the real property records of King County.

7. NOTICE. All notices or requests required or permitted under this Temporary Easement shall be in writing and a) shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by nationally recognized overnight courier and b) shall be deemed given when so delivered and received at the addresses shown below:

Grantor: Seattle Parks & Recreation
Christopher Williams, Acting Superintendent
100 Dexter Ave N
Seattle, WA 98109

Grantee: WSDOT
Kerry Pihlstrom, Engineering Manager
I-5 to Medina Bridge Replacement and HOV Project
999 Third Avenue, Suite 900
Seattle, WA 98104

With a copy to:
Acquisition Program Manager
WSDOT Real Estate Services

Mailing Address:
PO Box 47338
Olympia, WA 98504-7338

Delivery Address:
7345 Linderson Way SW
Tumwater, WA 98501

8. The Temporary Easement may be executed in counterparts.

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**EXHIBIT B
LEGAL DESCRIPTION**

Area C2, and D1

Area C2:

A PORTION OF BLOCK 12, SHEET 13 OF LAKE WASHINGTON SHORELANDS, FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS ON THE 19TH DAY OF AUGUST, 1921, LYING ADJACENT TO FRACTIONAL SECTION 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A UNITED STATES ARMY CORPS OF ENGINEERS BRASS MONUMENT DESIGNATED AS POINT NUMBER 4013 ON THAT CERTAIN RECORD OF SURVEY FILED IN THE OFFICE OF THE KING COUNTY RECORDER UNDER AUDITOR'S FILE NUMBER 20120918900005; THENCE S 88°34'31" E A DISTANCE OF 1903.80 FEET TO A UNITED STATES ARMY CORPS OF ENGINEERS MONUMENT DESIGNATED POINT NUMBER 4020 ON SAID RECORD OF SURVEY; THENCE N 88°34'31" W A DISTANCE OF 27.87 FEET TO CORNER NUMBER 36sub1 ON THE INNER HARBOR LINE OF THE LAKE WASHINGTON SHORELANDS; THENCE ALONG SAID INNER HARBOR LINE S 1°24'34" W A DISTANCE OF 380.84 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SR 520; THENCE ALONG SAID RIGHT-OF-WAY S 86°23'33" E A DISTANCE OF 219.13 FEET; THENCE CONTINUING ON SAID RIGHT-OF-WAY S 48°39'12" E A DISTANCE OF 206.43 FEET; THENCE ALONG THE RIGHT-OF-WAY N 73°22'05" E A DISTANCE OF 50.00 FEET; THENCE 509.50 FEET ALONG SAID RIGHT-OF-WAY ON AN CURVE TO THE RIGHT, HAVING A RADIUS OF 1532.39 FEET, THE CHORD OF WHICH BEARS N 82°53'34" E FOR A DISTANCE OF 507.15 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S 87°34'56" E A DISTANCE OF 64.67 FEET TO THE WEST LINE OF SAID BLOCK 12, AND POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S 87°34'56" E A DISTANCE OF 126.11 FEET; THENCE ALONG SAID RIGHT-OF-WAY 55.30 FEET ON AN CURVE TO THE RIGHT, HAVING A RADIUS OF 458.10 FEET, THE CHORD OF WHICH BEARS N 63°16'21" E FOR A DISTANCE OF 55.27 FEET; THENCE S 88°11'40" W A DISTANCE OF 159.34 FEET; THENCE S 47°57'38" W A DISTANCE OF 21.67 FEET TO THE POINT OF BEGINNING.

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SITUATE KING COUNTY, WASHINGTON

THE ABOVE DESCRIBED PARCEL CONTAINS +/- 0.06 ACRES.

Area D1:

A PORTION OF LAKESIDE BOULEVARD, SHEET 13 OF LAKE WASHINGTON SHORELANDS, FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS ON THE 19TH DAY OF AUGUST, 1921, LYING ADJACENT TO FRACTIONAL SECTIONS 21, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NATIONAL GEODETIC SURVEY STATION "HUSK"; THENCE S 87°43'53" E A DISTANCE OF 2712.25 FEET TO NATIONAL GEODETIC SURVEY STATION "FOSTER MAG STA 1940 RM1"; THENCE S 46°09'10" E A DISTANCE OF 170.24 FEET TO NATIONAL GEODETIC SURVEY STATION "FOSTER MAGNETIC STATION 1940"; THENCE S 74°35'58" W A DISTANCE OF 1096.91 FEET TO THE POINT OF BEGINNING;

THENCE S 15°08'08" W A DISTANCE OF 11.06 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SR 520; THENCE ALONG THE RIGHT-OF-WAY N 77°39'26" W A DISTANCE OF 66.02 FEET, WHICH POINT BEARS S 67°57'21" W A DISTANCE OF 1081.17 FEET FROM NATIONAL GEODETIC SURVEY STATION "FOSTER MAG STA 1940 RM1"; THENCE S 87°04'45" E A DISTANCE OF 67.47 FEET TO THE POINT OF BEGINNING.

SITUATE KING COUNTY, WASHINGTON

THE ABOVE DESCRIBED PARCEL CONTAINS +/- 0.01 ACRES.

Grantor's Initials

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EXHIBIT C

1-07.18 Public Liability and Property Damage Insurance

The Contractor shall obtain and keep in force the following policies of insurance. The policies shall be with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.05. Unless otherwise indicated below, the policies shall be kept in force from the execution date of the Contract until the date of acceptance by the Secretary (Section 1-05.12).

1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property damage liability coverage, with limits of \$3,000,000 per occurrence and per project in the aggregate for each policy period, written on Insurance Services Office (ISO) form CG0009 1204, together with Washington State Department of Transportation amendatory endorsement CG 2908 1195, specifying the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department, and all officers and employees of the State as named insured.
2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its equivalent, with minimum limits of \$3,000,000 per occurrence and in the aggregate for each 1-year policy period. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$3,000,000 per occurrence and in the aggregate. Products and completed operations coverage shall be provided for a period of 3 years following Substantial Completion of the Work.
3. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and nonowned vehicles assigned to or used in the performance of the Work, with a combined single limit of not less than \$1,000,000 per occurrence. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence, with the State named as an additional insured or designated insured in connection with the Contractor's Performance of the Contract. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Commercial Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.
4. The Contractor shall be Named Insured and the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department, all officers and employees of the State, and their respective members, directors, officers, employees, agents, and consultants (collectively the "Additional Insureds") shall be included as Additional Insureds for all policies and coverages specified in this Section, with the

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exception of the OCP policy. Said insurance coverage shall be primary and noncontributory insurance with respect to the insureds and the Additional Insureds. Any insurance or self-insurance beyond that specified in this Contract that is maintained by any Additional Insured shall be in excess of such insurance and shall not contribute with it. All insurance coverage required by this Section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms. All endorsements adding Additional Insureds to required policies shall be issued on (i) form CG 20 10 11 85 or a form deemed equivalent by the Contracting Agency, providing the Additional Insureds with all policies and coverages set forth in this Section, with the exception of the OCP and Commercial Auto policies or (ii) form CA 20 48 or forms deemed equivalent by Contracting Agency, providing the Additional Insureds with all coverages required under the Commercial Automobile Liability.

5. The coverage limits to be provided by the Contractor for itself and to the Contracting Agency and Additional Insureds pursuant to this Section or any Special Provision, shall be on a "per project" aggregate basis with the minimum limits of liability as set forth herein for both general liability and products/completed operations claims. The additional insured coverage required under this Section for products/completed operations claims shall remain in full force and effect for not less than 3 years following Substantial Completion of the project. If the Contractor maintains, at any time, coverage limits for itself in excess of limits set forth in this Section 1-07.18 or any Special Provision, then those additional coverage limits shall also apply to the Contracting Agency and the Additional Insured. This includes, but is not limited to, any coverage limits provided under any risk financing program of any description, whether such limits are primary, excess, contingent, or otherwise.

6. All insurance policies and coverages required under Sections 1-07.18 and 1-07.10 shall contain a waiver of subrogation against the Contracting Agency, the State, and any Additional Insureds, and their respective departments, agencies, boards, and commissions, and their respective officers, officials, agents, and employees for losses arising from Work performed by or on behalf of the Contractor. This waiver has been mutually negotiated by the parties.

7. Where applicable, the Contractor shall cause each Subcontractor to provide insurance that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, in circumstances where the Subcontractor is not covered by the Contractor-provided insurance. The Contractor shall have sole responsibility for determining the limits of coverage required, if any, to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. In the event that a Subcontractor is required to add the Contractor as an Additional Insured pursuant to its contract for Work at the Project, then the Contractor shall also cause each Subcontractor

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to include the Contracting Agency and the Additional Insureds, as Additional Insureds as well, for primary and noncontributory limits of liability under each Subcontractor's Commercial General Liability, Commercial Automobile Liability, and any other coverages that may be required pursuant to a "Special Provision".

8. Unless specifically noted otherwise in the Contract Documents, the parties to this Contract do not intend by any of the provisions of this Contract to cause the public or any member thereof or any other Person to be a third-party beneficiary of the Contract Documents. Nothing in this Contract authorizes anyone not a party to this Contract or a designated third-party beneficiary to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. It is the further intent of the Contracting Agency and the Contractor in executing the Form of Contract that no individual, firm, corporation, or any combination thereof that supplies materials, labor, services, or equipment to the Contractor for the performance of the Work shall become thereby a third-party beneficiary of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Contracting Agency and a Subcontractor or any other Person except the Contractor.

9. The Owners and Contractors Protective Insurance policy shall not be subject to a deductible or contain provisions for a deductible. The Commercial General Liability policy and the Commercial Automobile Liability Insurance policy may, at the discretion of the Contractor, contain such provisions. If a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However, in no event shall any provision for a deductible provide for a deductible in excess of \$50,000.00.

10. With the exception of the Commercial Automobile liability coverage, no policies of insurance required under this Section shall contain an arbitration or alternative dispute resolution clause applicable to disputes between the insurer and its insureds. Any and all disputes concerning (i) terms and scope of insurance coverage afforded by the policies required hereunder and/or (ii) extra contractual remedies and relief, which may be afforded policy holders in connection with coverage disputes, shall be resolved in Washington Superior Court, applying Washington law.

11. Prior to Contract execution, the Contractor shall file with the Department of Transportation, Contract Payment Section, PO Box 47420, Olympia, WA 98504-7420, ACORD Form Certificates of Insurance evidencing the minimum insurance coverages required under these Specifications. Within 30 days of being awarded a Contract, the Contractor shall provide the Department with complete copies, which may be electronic copies, of all insurance policies required under this Section and any Special

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Provisions.

12. The Contractor shall provide written notice to the Engineer of any policy cancellations and provide the Department of Transportation, Contract Payment Section, PO Box 47420, Olympia, WA 98504-7420, by U.S. Mail, notice of any policy cancellation within two business days of receipt of cancellation.

13. Failure on the part of the Contractor to maintain the insurance as required, or not to provide certification and copies of the insurance prior to the time specified in Subsection 11 above, shall constitute a material breach of Contract upon which the Contracting Agency may, after giving 5-business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the unit Contract prices and no additional payment will be made.