

King County Real Estate Services  
King County Administration Building, Rm. 500  
500 Fourth Avenue  
Seattle, WA 98104

Grantor: Port of Seattle  
Grantee: King County  
Legal Des: Por. CWW #1  
Tax ID #: Por. 332404-1111  
Ref # 9-2006-001 #11

### **AQUATIC EASEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between Port of Seattle, a Washington State municipal corporation, hereinafter called the Grantor, and **KING COUNTY**, a political subdivision of the State of Washington, hereinafter called the Grantee.

WHEREAS, the Grantor is the successor to the Commercial Waterway District No. 1 of King County, the former owner of that certain parcel of land described as follows:

A tract of land in the Duwamish Waterway as established by Commercial Waterway District No. 1, between River Mile 3.6 and 3.9, within the northeast quarter of Section 32, Township 24, Range 04 East, W.M., in King County, Washington. ("Duwamish Property")

WHEREAS, the Grantee needs to enter upon the above described property for the purpose of installing piers and pilings for the South Park Bridge, including moveable bridge piers, pier protection system, operation, use and maintenance of the bridge.

NOW, THEREFORE, in consideration of the promises contained in this agreement, the Grantor hereby conveys, quitclaims, and grants to the Grantee the non-exclusive right to locate equipment and to work on the following described land for the purposes of carrying on said construction activities consistent with the purposes of the project:

That portion of parcel number 332404-1111 in the NE<sup>1</sup>/<sub>4</sub> of Section 32, Township 24 North, Range 4 East, W.M. in King County, Washington described in Exhibit A and depicted in Exhibit B ("Aquatic Easement Area").

The Grantor hereby and the Grantee, by accepting and signing this Aquatic Easement, mutually covenant and agree as follows:

1. In consideration for the Grantor's grant of the easement rights, Grantee agrees to compensate the Grantor as follows:
  - A. For those portions of the Duwamish Property used for shoreline restoration in connection with the South Park Bridge project ("Shoreland"), Grantee will make available to Grantor certain portions of Grantee's land in the vicinity of the bridge project identified in Exhibit C ("Remnant Areas"). Grantor will, in its reasonable discretion, determine if the Remnant Areas made available will be reasonably sufficient to compensate for the Shoreland's aquatic habitat mitigation value as measured in discounted service acre year ("DSAY") credits (determined through the methodology established by the Natural Resource Damages trustees for the Duwamish Waterway). Grantee may convey fee title to the Remnant Areas or grant use to the Remnant Areas at no cost to the Grantor. If Grantee does not convey title and only grants use for the Remnant Areas, Grantee will compensate Grantor for the loss of the Remnant Areas as measured in DSAY credit value for the Duwamish Waterway if Grantor loses the right to use the Remnant Areas.
  - B. Grantor will not charge Grantee for the value of the Aquatic Easement Area. However, the value for the Aquatic Easement Area will be credited against any other financial commitment Grantor makes for the South Park Bridge project once the Grantee determines the final size of the Aquatic Easement Area. The value will be established by appraisers hired by each party. If the two appraisers cannot agree on a value, the appraisers will select a third appraiser (with costs to be split equally between the Grantor and Grantee) who will then decide on a value.
2. Grantor reserves the right to use the Aquatic Easement Area to the extent that its use is not inconsistent with Grantee's use.
3. Grantee shall have the right of reasonable ingress and egress over and across the Duwamish Property to and from the above described property, solely for the purpose of this easement.
4. Grantee shall, unless an emergency exists, provide a minimum of seven (7) days prior notice to Grantor of its intention to start any construction within the Aquatic Easement Area.
5. Grantee shall, at all times comply, with all applicable federal, state and local laws, ordinances, and regulation in connection with its use of the Aquatic Easement Area.
6. Grantee shall keep the Aquatic Easement Area free of any liens and encumbrances arising out of its activities relating to the Aquatic Easement.
7. Grantee shall be liable for, and must pay throughout the duration of this Aquatic Easement, any applicable fees or taxes for its activities, its presence, or both on the Aquatic



Given under my hand and official seal the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at:

\_\_\_\_\_  
My appointment expires:  
\_\_\_\_\_

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF KING         )

On this day personally appeared before me \_\_\_\_\_

\_\_\_\_\_ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at:\_\_\_\_\_

My appointment expires:  
\_\_\_\_\_

R/W # 9-2006-001 #11  
Aquatic Easement

## EXHIBIT A

**Beginning** at a point on the southwesterly line of said parcel, said point being 50.00 feet left of South Park Bridge #3179 Replacement right-of-way centerline Engineer's Station SPB 31+46.65 per King County Survey No. 32-24-4-22, being a point on a non-tangent curve, concave southeasterly, having a radius of 2250.00 feet, the radius point of which lies 2200.00 feet right of Engineer's Station PC 27+09.35 of said survey;

thence along said curve, northerly to a point 50.00 feet left of said Engineer's Station PT 32+41.70;

thence tangent from said curve, northerly to a point 50.00 feet left of Engineer's Station SPB 33+47.65 of said survey;

thence northwesterly to a point 52.17 feet left of Engineer's Station SPB 33+48.74 of said survey;

thence westerly to a point 130.17 feet left of Engineer's Station SPB 33+22.65 of said survey;

thence northerly to a point 133.34 feet left of Engineer's Station SPB 33+32.14 of said survey;

thence easterly to a point 51.42 feet left of Engineer's Station SPB 33+59.53 of said survey;

thence southeasterly to a point 50.00 feet left of Engineer's Station SPB 33+58.83 of said survey;

thence northerly to a point 50.00 feet left of Engineer's Station SPB 34+91.06 of said survey;

thence northwesterly to a point 80.05 feet left of Engineer's Station SPB 35+06.05 of said survey;

thence northerly to a point 102.37 feet left of Engineer's Station SPB 35+72.80 of said survey;

thence easterly to a point 92.89 feet left of Engineer's Station SPB 35+75.97 of said survey;

thence southerly to a point 71.88 feet left of Engineer's Station SPB 35+13.15 of said survey;

thence southeasterly to a point 50.00 feet left of Engineer's Station SPB 35+02.24 of said survey;

thence northerly to a point on the northeasterly line of said parcel, said point being 50.00 feet left of Engineer's Station SPB 37+04.32 of said survey;

thence along said northeasterly line, southeasterly to a point 50.00 feet right of Engineer's Station SPB 36+54.44 of said survey;

thence southerly to a point 50.00 feet right of Engineer's Station SPB 34+52.36 of said survey;

thence southeasterly to a point 124.00 feet right of Engineer's Station SPB 34+15.45 of said survey;

thence easterly to a point 186.75 feet right of Engineer's Station SPB 34+36.69 of said survey;

thence southerly to a point 189.99 feet right of Engineer's Station SPB 34+26.97 of said survey;

thence westerly to a point 123.24 feet right of Engineer's Station SPB 34+04.65 of said survey;

thence northwesterly to a point 50.00 feet right of Engineer's Station SPB 34+41.18 of said survey;

thence southerly to a point 50.00 feet right of Engineer's Station SPB 33+08.95 of said survey;  
thence southeasterly to a point 137.19 feet right of Engineer's Station SPB 32+65.46 of said survey;  
thence southerly to a point 149.32 feet right of Engineer's Station SPB 32+28.14 of said survey;  
thence westerly to a point 139.81 feet right of Engineer's Station SPB 32+24.81 of said survey;  
thence northerly to a point 129.02 feet right of Engineer's Station SPB 32+58.36 of said survey;  
thence northwesterly to a point 50.00 feet right of Engineer's Station SPB 32+97.77 of said survey;  
thence southerly to a point 50.00 feet right of said Engineer's Station PT 32+41.70 and the beginning of a tangent curve to the left having a radius of 2150.00 feet;  
thence along said curve, southerly to a point on said southwesterly line, said point being 50.00 feet right of Engineer's Station SPB 30+89.55 of said survey;  
thence along said southwesterly line, northwesterly to the **Point of Beginning**.

Containing: 60,698 square feet, more or less.

EXHIBIT B

King County Real Estate Services  
King County Administration Building, Rm. 500  
500 Fourth Avenue  
Seattle, WA 98104

Grantor: Port of Seattle  
Grantee: King County  
Legal Des: Por. Commercial Waterway #1  
Tax ID #: Por. 322404-1111  
Ref #: 9-2006-001 #11

### TEMPORARY RESTORATION EASEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between Port of Seattle, a Washington State municipal corporation, hereinafter called the Grantor, and **KING COUNTY**, a political subdivision of the State of Washington, hereinafter called the Grantee.

The Grantor is the successor to the Commercial Waterway District No. 1 of King County, the former owner of that certain parcel of land described as follows:

A tract of land in the Duwamish Waterway as established by Commercial Waterway District No. 1, between River Mile 3.6 and 3.9, within the northeast quarter of Section 32, Township 24, Range 04 East, W.M., in King County, Washington.

("Duwamish Property") The Grantee needs to enter upon the above described property for the purpose of mitigation for the reconstruction of the South Park Bridge, with such mitigation to include; planting vegetation; constructing streambank stabilization facilities; and to maintain, repair, remove, or replace said plantings and facilities. Accordingly, the Grantee shall have the reasonable right of ingress and egress over and across the Duwamish Property to and from the above described property, solely for the purpose of this easement. Grantor, in consideration of mutual benefits receipt which is hereby acknowledged, and the benefits which will accrue to the Grantor by the exercise of the rights herein granted, does hereby grant, convey, and quitclaim to the Grantee, its successors and assigns, a non-exclusive easement described below for the purposes hereinafter stated over, through, and across that certain parcel of land situated in King County, Washington, depicted in Exhibit A and described as follows:

#### Easement 1:

Beginning on the southwesterly line of said parcel at a point 137.43 feet left of South Park Bridge #3179 Replacement right-of-way centerline Engineer's Station SPB 31+91.98 per King County Survey No. 32-24-4-22; thence along said southwesterly line, southeasterly to a point 144.79 feet right of Engineer's Station SPB 30+29.35 of said survey;  
thence northerly to a point 145.44 feet right of Engineer's Station SPB 30+91.54 of said survey;  
thence northwesterly to a point 114.53 feet left of Engineer's Station SPB 32+34.02 of said survey;  
thence southwesterly to the Point of Beginning.



Easement 2:

Beginning on the northeasterly line of said parcel at a point 90.85 feet left of South Park Bridge #3179 Replacement right-of-way centerline Engineer's Station SPB 37+25.12 per King County Survey No. 32-24-4-22; thence along said northeasterly line, southeasterly to a point 129.09 feet right of Engineer's Station SPB 36+14.99 of said survey; thence southwesterly to a point 106.69 feet right of Engineer's Station SPB 35+70.23 of said survey; thence northwesterly to a point 113.25 feet left of Engineer's Station SPB 36+80.42 of said survey; thence northeasterly to the Point of Beginning.

Total Area Containing: 27,831 square feet, more or less ("Shoreland").

The Grantor and the Grantee, by accepting and signing this Restoration Easement, mutually covenant and agree as follows:

1. Grantor reserves the right to use the Restoration Easement area to the extent that its use is not inconsistent with Grantee's use.
2. Grantee shall have the right of reasonable ingress and egress over and across the Duwamish Property, solely for the purpose of this easement.
3. Grantee shall, unless an emergency exists, provide a minimum of seven (7) days prior notice to Grantor of its intention to start any construction within the Shoreland.
4. Grantee shall, at all times comply, with all applicable federal, state and local laws, ordinances, and regulation in connection with its use of the Shoreland.
5. Grantee shall keep the Shoreland free of any liens and encumbrances arising out of its activities relating to the Restoration Easement.
6. Grantee shall be liable for, and must pay throughout the duration of this Restoration Easement, any applicable fees or taxes for its activities, its presence, or both on the Shoreland.
7. Grantee shall indemnify, defend and hold Grantor harmless from and against all claims and all costs, expenses and liabilities (including reasonable attorney's fees) as a result of the death of, or any accident, injury, loss or damage whatsoever caused to any person or the property of any person except where such claims and costs, expenses, and liabilities arise out of the negligence or intentional acts or omissions of the Grantor, its employees, agents, or contractors in connection with the Restoration Easement area.
8. This Agreement shall remain in existence until such time as Grantee, its successors and assigns, will have fully carried out the original construction necessary to complete the project and is made to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain Statutes of the State of Washington, but in no event longer than five years from the date of execution.
9. The parties expressly agree that there is no intent to convey any other rights except



Given under my hand and official seal the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at:  
\_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) SS  
COUNTY OF KING         )

On this day personally appeared before me \_\_\_\_\_

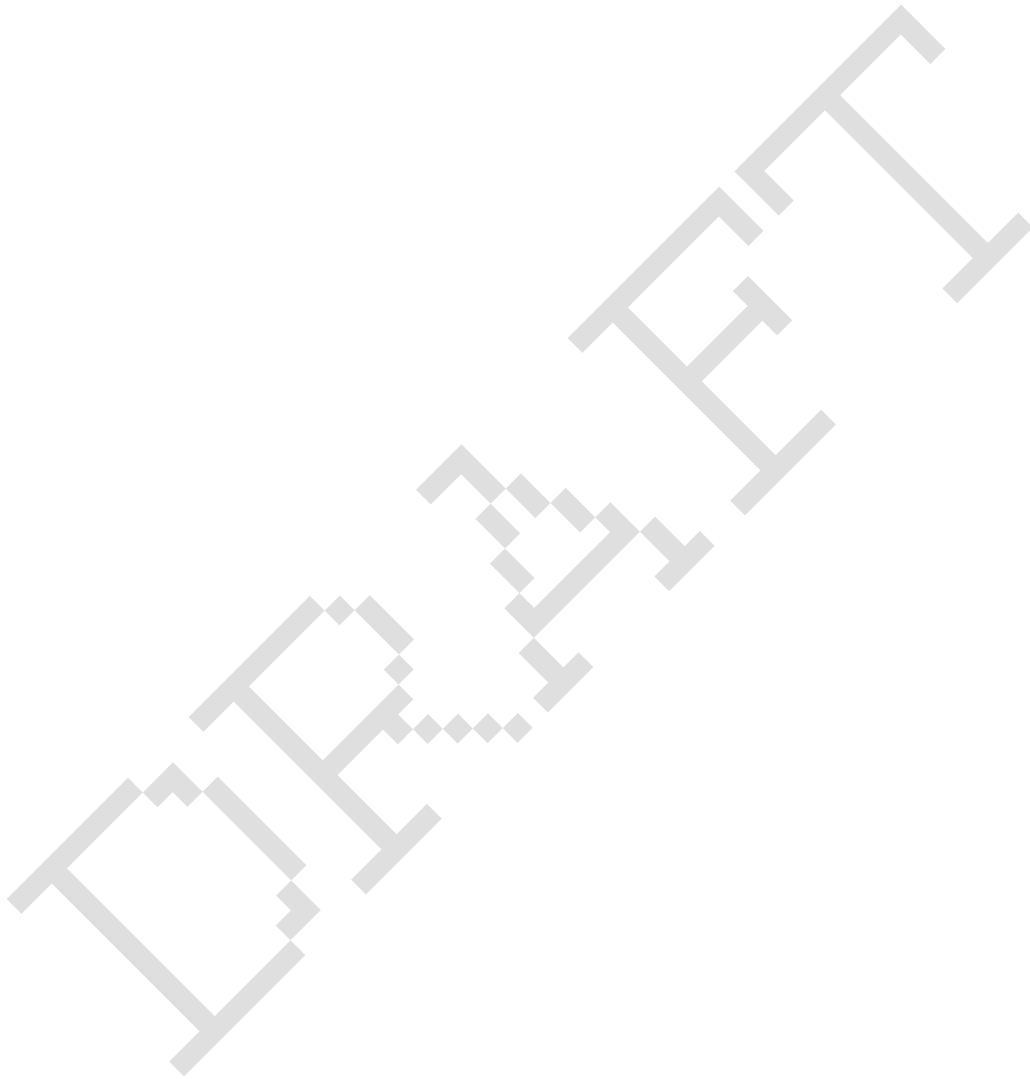
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at:  
\_\_\_\_\_  
My appointment expires: \_\_\_\_\_

R/W # 9-2006-001 #11  
Restoration Easement

**EXHIBIT A**



King County Real Estate Services  
500 Fourth Avenue, Room 500A  
Seattle, WA 98104

Reference # 9-2006-001 # 11  
Grantor: 1) Port of Seattle  
Grantee: 1) King County  
Legal: Por. Commercial Waterway #1  
Tax ID No: Por. 322404-1111

### **TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 between Port of Seattle, a Washington municipal corporation, hereinafter called Grantor, and **KING COUNTY**, a political subdivision of the State of Washington, hereinafter called Grantee:

WHEREAS, the Grantor is the successor to the Commercial Waterway District no. 1 of King County, the former owner of that certain parcel of land described as follows:

A tract of land in the Duwamish Waterway as established by Commercial Waterway District No. 1, between River Mile 3.6 and 3.9, within the northeast quarter of Section 32, Township 24, Range 04 East, W.M., in King County, Washington,

WHEREAS, the Grantee is about to perform certain improvement work on: Construction of a new South Park Bridge and demolition of existing moveable bridge.

NOW, THEREFORE, in consideration of the promises contained in this agreement, the Grantor hereby conveys, quitclaims, and grants to the Grantee the non-exclusive right to locate equipment and to work on the following described land for the purposes of carrying on said construction activities consistent with the purposes of the project:

That portion of parcel number 322404-1111 in the NE<sup>1</sup>/<sub>4</sub> of Section 32, Township 24 North, Range 4 East, W.M. in King County, Washington described in Exhibit A and depicted in Exhibit B.

The Grantor hereby and the Grantee, by accepting and signing this Temporary Construction Easement, mutually covenant and agree as follows:

1. Grantor reserves the right to use the Temporary Construction Easement area to the extent that its use is not inconsistent with Grantee's use.
2. Grantee shall, unless an emergency exists, provide a minimum of seven (7) days prior notice to Grantor of its intention to start any construction within the Temporary Construction Easement area.
3. Grantee shall, at all times comply, with all applicable federal, state and local laws, ordinances, and regulation in connection with its use of the Temporary Construction Easement area.
4. Grantee shall keep the Temporary Construction Easement area free of any liens and encumbrances arising out of its activities relating to the Temporary Construction Easement.
5. Grantee shall be liable for, and must pay throughout the duration of this Temporary Construction Easement, any applicable fees or taxes for its activities, its presence, or both on the Temporary Construction Easement.
6. Grantee shall indemnify, defend and hold Grantor harmless from and against all claims and all costs, expenses and liabilities (including reasonable attorney's fees) as a result of the death of, or any accident, injury, loss or damage whatsoever caused to any person or the property of any person except where such claims and costs, expenses, and liabilities arise out of the negligence or intentional acts or omissions of the Grantor, its employees, agents, or contractors in connection with the Temporary Construction Easement area.
7. This Agreement shall remain in existence until such time as Grantee, its successors and assigns, will have fully carried out the original construction necessary to complete the project and is made to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain Statutes of the State of Washington, but in no event longer than five years from the date of execution.
8. The parties will execute a permanent easement in the form attached as Exhibit C no later than five years from the date of execution of this Agreement.
9. The parties expressly agree that there is no intent to convey any other rights except those that are granted in this easement. The parties do not intend for this Easement to convey fee title in any form or any other interest other than a non-exclusive easement for the purposes described.

IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF WASHINGTON    )  
  )ss  
COUNTY OF KING        )

On this day \_\_\_\_\_ of \_\_\_\_\_, 2010, before me personally appeared \_\_\_\_\_

to me known to be the \_\_\_\_\_ of Port of Seattle that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation

GIVEN under my hand and official seal the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

RW No: 9-2006-001 #11  
Temporary Construction Easement

EXHIBIT A

That portion of the aforementioned described parcel:

**Beginning** on the southwesterly line of said parcel at a point 211.43 feet left of South Park Bridge #3179 Replacement right-of-way centerline Engineer's Station SPB 32+27.43 per King County Survey No. 32-24-4-22;  
thence along said southwesterly line, southeasterly to a point 219.91 feet right of Engineer's Station SPB 29+76.72 of said survey;  
thence northerly to a point 217.20 feet right of Engineer's Station SPB 33+65.60 of said survey;  
thence easterly to a point 282.58 feet right of Engineer's Station SPB 33+70.23 of said survey;  
thence northerly to a point 275.23 feet right of Engineer's Station SPB 34+72.96 of said survey;  
thence westerly to a point 212.35 feet right of Engineer's Station SPB 34+68.51 of said survey;  
thence northerly to a point on the northeasterly line of said parcel at a point 207.28 feet right of Engineer's Station SPB 35+75.98 of said survey;  
thence along said northeasterly line, northwesterly to a point 211.38 feet left of Engineer's Station SPB 37+84.81 of said survey;  
thence southerly to the **Point of Beginning**.

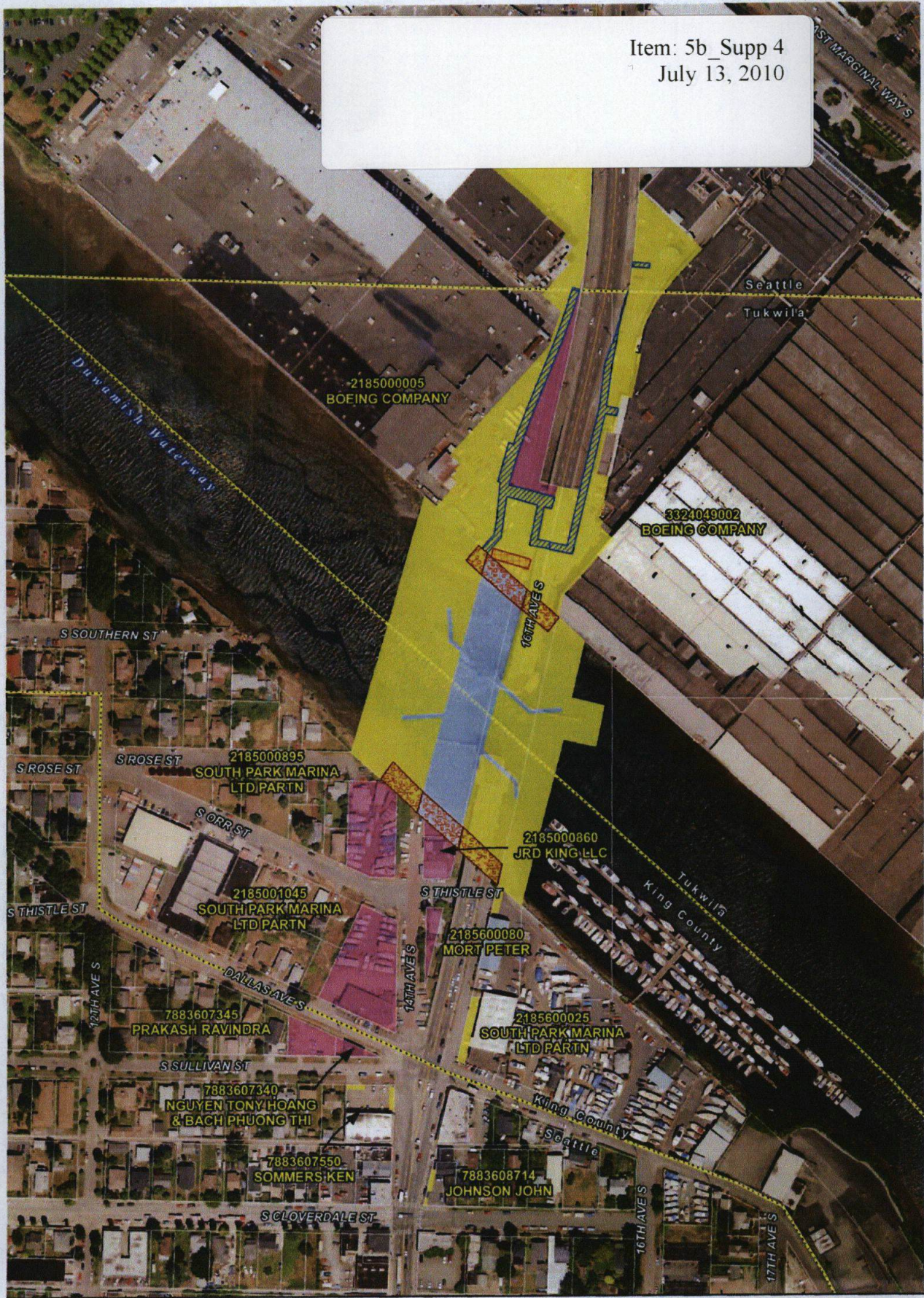
Containing: 5.695 Acres



EXHIBIT B

DRAFT



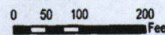


# South Park Bridge Replacement

Right-of-Way Acquisition

### EASEMENTS AND TAKES

-  BANK RESTORATION
-  PIER
-  UTILITY
-  AQUATIC
-  DEED TAKE
-  TCE/ARD



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